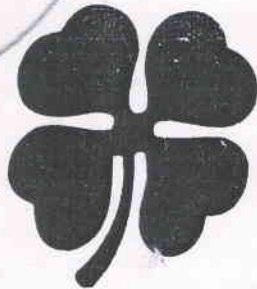


(A)



**AGREEMENT FOR SALE
ON
OWNERSHIP BASIS**

of Premises in

Clover *Regency*

at

CTS No. 4085 A, B & D, Tejpalwadi, Ramji Asher Lane,
Village Kiroi, Ghatkopar (E), Mumbai 400 077.

Flat No. 213H On the 13th floor in B Wing

Car Parking No. 34 (Open / Stilted / Covered)

Developers :

AVANTI ENTERPRISE

1st Floor, Crescent Chambers,
Tamarind Lane,
Fort, Mumbai 400 023



Monday, April 23, 2012

3:40:16 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 3188

दिनांक 23/04/2012

गावाचे नाव घाटकोपर

दस्तऐवजाचा अनुक्रमांक वदर13 - 03177 - 2012

दस्ता ऐवजाचा प्रकार करारनामा



सादर करणाराचे नाव:दिलीप अमृतलाल पारेख

नोंदणी फी :- 30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), :- 2060.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (103)

एकूण रु. 32060.00

आपणास हा दस्त अंदाजे 3:54PM ह्या वेळेस मिळेल

दुय्यम निबंधक
सह दु.नि.का-कुर्ला 3

DELIVERED

बाजार मुल्य: 8914779 रु. मोबदला: 12500000 रु.

भरलेले मुद्रांक शुल्क: 607650 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: एचडीएफसी बँक लि, घाटकोपर पूर्व भुं 77;

डीडी/धनाकर्ष क्रमांक: 053489; रक्कम: 30000 रु.; दिनांक: 10/04/2012

सह. दुय्यम निबंधक
कुर्ला-३ (वर्ग-२)

मूल्यांकन पत्रक

मूल्यांकनाचे वर्ष

2012

दिनांक 23-Apr-12

जिल्हा

मुंबई(उपनगर)

प्रमुख मूल्य विभाग

- 103-घाटकोपर - किरोळ - कुला

उपमूल्य विभाग

- 103/491A - भूभाग: पूर्वेस घाटकोपर गावाची हद्द, पश्चिमेस महात्मा गांधी रोड, दक्षिणेस किरोळ गावाची हद्द व उत्तरेस मध्य रेल्वे.

मिळकतीचा क्रमांक

सि.टी.एस. नंबर - 4085

नागरी क्षेत्राचे नांव

मुंबई(उपनगर)

मिळकतीचे वर्गीकरण

बांधीव

बदर - १३	
3900	9
2092	

बाजार मूल्य दर तक्त्यानुसार प्रति चौ.मीटर मूल्यदर

खुली जमीन
43,500

निवासी सदनिका
80,500

कार्यालय
101,200

दुकाने
153,600

औद्योगिक
80,500

मिळकतीचे क्षेत्र

98.14

चौरस मीटर

बांधकामाचे वर्गीकरण

1-आर सी सी

मिळकतीचा वापर

निवासी सदनिका

उदवाहन सुविधा

आहे

मिळकतीचे वय

0 TO 2

(Rule 5)

मजला

13

घसा-यानुसार मिळकतीचा
प्रति चौ. मीटर मूल्यदर

= घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर * घसारा तक्त्यानुसार

(Rule 5 or 8)

= 80,500.00 * 100.00 / 100

= 80,500.00

A) मुख्य मिळकतीचे मूल्य

= घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर * मिळकतीचे क्षेत्र

(Rule 19 or 20)

= 80,500.00

= 8,690,385.55

* 98.14 * 110.00 / 100

बंदिस्त वाहन तळाचे क्षेत्र

=

11.15 चौरस मीटर

(Rule 17(1))

बंदिस्त वाहन तळाचे मूल्य

=

11.15 * (25.00 / 100) * 80,500.00

=

224,393.75

अंतिम मूल्य

= मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + पोटमाळ्यांचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य +

बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य

= A + B + C + D + E + F + G + H

= 8,690,385.55 + 0.00 + 0.00 + 0.00

+ 224,393.75 + 0.00 + 0.00 + 0.00

= 8,914,779.00



सत्यमेव जयते

INDIA NON JUDICIAL Government of Maharashtra

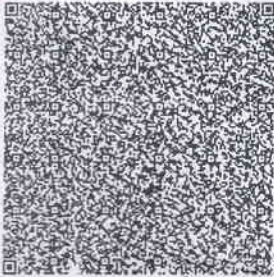
e-Stamp

बदर - १३

3900

Issued by :
Stock Holding Corporation of India Ltd.
Location : SRO-CUSTOM
Signature :
Details can be verified at www.shcebestamp.com

Certificate No. : IN-MH07961560175144K
 Certificate Issued Date : 11-Apr-2012 12:54 PM
 Account Reference : SHCIL (FI)/ mhshcil01/SRO-CUSTOM/ MH-MUM
 Unique Doc. Reference : SUBIN:MHMHSHCIL0108566764688495K
 Purchased by : Mr Dilip A Parekh and Mrs Hemali J Parekh
 Description of Document : Article 25(b)to(d) Conveyance
 Property Description : Flat No.2134,B wing,Clover Regency,Ramji Ashar Lane,Tejpalwadi,Village Kiroi,Ghatkopar(E),Mum.
 Consideration Price (Rs.) : 1,25,00,000
 (One Crore Twenty Five Lakh only)
 First Party : Avanti Enterprise
 Second Party : Mr Dilip A Parekh and Mrs Hemali J Parekh
 Stamp Duty Paid By : Mr Dilip A Parekh and Mrs Hemali J Parekh
 Stamp Duty Amount(Rs.) : 6,07,650
 (Six Lakh Seven Thousand Six Hundred And Fifty only)



..... Please write or type below this line

Dilip A Parekh

Hemali Parekh

0000766676

बदर - Page 1 of 1	
3900	13
INDIA, PIN CODE - 400012	

SHCIL-MAHARASHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012

Tel : 022-61778151
E-mail :

Mode of Receipt

Account Id mhshcil01

Receipt Id RECIN-MHMHSHCIL0107608635092277K

Account Name SHCIL-MAHARASHTRA

Receipt Date 11-APR-2012

Received From Mr Dilip A Parekh and Mrs Hemali J Parekh	Pay To
Instrument Type PAYORDER	Instrument Date 10-APR-2012
Instrument Number 053490	Instrument Amount 607650 (Six Lakh Seven Thousand Six Hundred And Fifty only)
Drawn Bank Details	
Bank Name HDFC Bank Ltd	Branch Name Mumbai
Out of Pocket Expenses 0.0 ()	





बदर - १३	
३१७७	४
२०१२	



ARTICLES OF AGREEMENT made at Mumbai this 16th
day of April in the Christian Year Two Thousand
and Twelve. Between **M/S. AVANTI ENTERPRISE**, a
Partnership Firm registered under the Indian Partnership Act,
carrying on business at 1st Floor, Crescent Chambers, Tamarind
Lane, Fort, Mumbai : 400 023



बदर - १३	
3910/	y
२०१२	



hereinafter called "the Developers" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include the said M/s. Avanti Enterprise, the Partners from time to time of the said Firm and all person/s it represents and claiming under or through it or their successors and assigns) of the One Part;

बदर - १२	
3900	८
2092	

AND

① MR DILIP AMRUTLAL PAREKH
210 LATHI VILLA CO-OP HSG. SOC JETHABHAI LANE
GHATKOPAR (E) MUMBAI 400 077

② MRS HEMALI JATIN PAREKH

A/1302 KRUSHAL TOWER NEAR AMAR
G.M. ROAD, CHEMBUR, MUMBAI 400 024
 Indian Inhabitant/s hereinafter called "the Purchaser/s" which
 expression shall unless it be repugnant to the context or meaning
 thereof be deemed to mean and include him/herself and his
 her/their/its respective heirs, executors, administrators and all
 persons deriving title under or through him/her/hem/it and
 permitted assigns) of the Other Part;



WHEREAS :

- (i) By diverse mesne assignments and acts in law (1) CHATURBHUU VALLABHDAS (HUF) constituted of the Coparceners, SHRI. VIJAYSINH CHATURBHUU MERCHANT, SHRI. MAHENDRA CHATURBHUU MERCHANT and SHRI. ARUN CHATURBHUU MERCHANT and the members of their respective branches as hereinafter set out through its Karta and Manager (2) SHRI. VIJAYSINH CHATURBHUU MERCHANT in his capacity as a Coparcener of the said CHATURBHUU VALLABHDAS (HUF) and also in his personal capacity and in his capacity as Karta and Manager of and representing his branch of the said H.U.F. (3) SHRI. MAHENDRA CHATURBHUU MERCHANT in his capacity as a Coparcener of the said CHATURBHUU VALLABHDAS (HUF) and also in his personal capacity and in his capacity as Karta and Manager of and representing his branch of the said H.U.F. and (4) SHRI. ARUN



बदर - १३	
3200	10

CHATURBHUJ MERCHANT as a Coparcener of the said CHATURBHUJ VALLABHDAS (HUF) and also in his capacity as Karta and Manager of and representing his branch of the said H.U.F. hereinafter collectively called "the Owners" were at all material times absolutely entitled to and otherwise seized and possessed of all those pieces and parcels of land admeasuring 8841.80 sq.mtrs. or thereabouts together with a number of structures standing thereon situate at Village Kiroli, Matkop, Mumbai (and more particularly described in the Schedule hereunder) free from all encumbrances.



(ii) By a Development Agreement dated 12th December 2003 made between the Owners of the One Part and the Developers herein as the Developers of the Other Part and registered with the Sub-Registrar of Assurances, under Serial No. 9406 on 12th December 2003 the Owners granted to the Developers licence to enter upon a portion of the existing property more particularly described in the First Schedule hereunder written which portion comprised of land admeasuring 7935.50 sq.mtrs. (approx.) with structures standing thereon and more particularly described in the Third Schedule thereunder written (the said piece of land with the structures standing thereon is hereinafter referred to as "the said existing property") marked Exhibit "A" hereto to develop the same for the consideration and on the terms and conditions therein contained. A copy of the Location and Block Plan is hereto annexed and marked Exhibit "B".

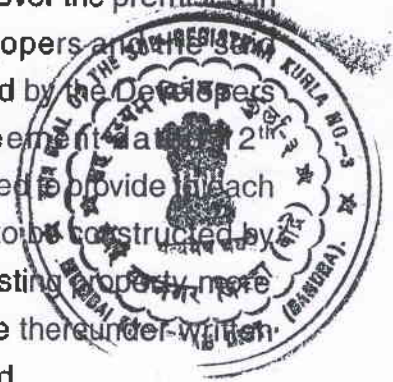
(iii) Some of the premises in the said structures standing on the said existing property were in the possession, use and occupation of Shri. Vijaysinh Chaturbhuj Merchant, Shri. Mahendra Chaturbhuj Merchant and Shri. Arun Chaturbhuj Merchant in their respective individual capacities (hereinafter referred to as "the Occupants") and the remaining premises/tenements in the said structures were

Handwritten signature/initials

बदल	
39/10	<
2012	

let out by the Owners to different persons on monthly tenancy basis.

(iv) The Occupants have vacated and handed over the premises in their respective occupation to the Developers and the premises/ structures have been demolished by the Developers as provided in the Development Agreement dated 2nd December, 2003. The Developers have agreed to provide to each of the Occupants a flat in the new building to be constructed by the Developers on a portion of the said existing property, more particularly described in the Third Schedule thereunder, which on the terms and conditions therein provided.



(v) Out of the premises/tenements in the possession of the monthly/statutory tenants/occupants some of the said tenants/occupants have also vacated the premises/tenements in their respective occupation on the terms and conditions agreed upon between the Developers and such tenants/occupants and the Developers have demolished the said premises vacated by such tenants/occupants.

(vi) For obtaining vacant possession of the premises in the respective occupation of the remaining Tenants/Occupants, the Developers propose to construct a building on a portion of the said land for providing premises by way of permanent alternate accommodation on monthly tenancy basis to the said Tenants/Occupants in accordance with the provisions of the Maharashtra Rent Control Act, 1999. The Plans for construction of the said building to provide permanent alternate premises to such Tenants/Occupants have been sanctioned by the Municipal Corporation of Greater Mumbai (MCGM) and the Developers will construct and complete the said building in accordance with the said Plans and obtain from the said

✓

बदर - १३	
३७७७	e
२०१२	



Tenants/Occupants vacant and peaceful possession of the premises in their respective occupation, either by providing to the said Tenants/Occupants premises in the said building, or paying compensation to the said Tenants/Occupants or such of them who may agree to procure alternate premises outside the said property.

vii) The Developers have prepared a layout plan of the said comprising the said existing property with a view to construction on the said land (a) a building to provide alternate premises to the tenants/occupants occupying the structures standing on the said property as aforesaid and (b) to construct buildings having Wings viz. Wing A & B, each of the said wings to comprise of flats, parking spaces under the stilts and (c) also for providing common amenities like Club House with Multipurpose Hall, Gymnasium, Children's Playground and other facilities for the benefit of the holders of the flats and other premises in the said buildings Wing A and B to be constructed on the said land in accordance with the plans thereof sanctioned by MCGM. A copy of the Layout Plan sanctioned by MCGM is hereto annexed and marked **Exhibit "C"**. The sanction to the building plans has been granted upon payment of necessary premium by the Developers to MCGM for the deficient open spaces around the said buildings.

viii) (a) The portion of the said land together with the said building constructed thereon for providing alternate accommodation to the said Tenants/Occupants hereinafter collectively referred to as "**the Tenanted Property**" shall belong absolutely to the Developers and the same shall be deemed to have been retained by the Developers for their sole benefit on the basis that the portion of the said land on which the said building is constructed together with the compulsory open space required to be provided around the same as per plans sanctioned by the MCGM will be deemed to be retained by the Developers

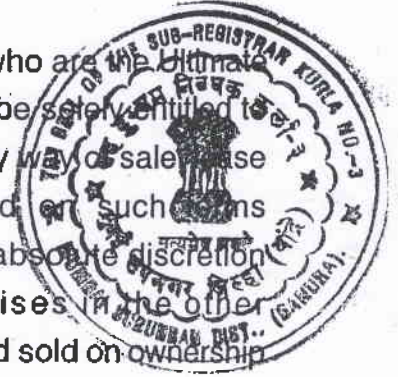
Handwritten signature or initials.

बदर - १३	
3700	90
२०१२	



and the same/or the perpetual right to possess, use and enjoy the same together with the building constructed thereon shall be held and owned by the Developers.

(b) The Developers and/or their nominees who are the Ultimate Transferees of the Tenanted Property shall be solely entitled to deal with the same in such manner either by way of sale or otherwise for such consideration and on such terms and conditions as the Developers in their absolute discretion deem fit. The purchasers of the premises in the other buildings constructed by the Developers and sold on ownership basis and/or the Ultimate Body/ies formed of the said purchasers of the premises shall have no rights, title or interest, claim or demand of any nature whatsoever in to and upon the Tenanted Property or any part thereof. The Conveyance or the Conveyance/s Deeds of Transfer to be executed in favour of the Ultimate Body/Bodies as aforesaid shall contain all such covenants in the nature of easement rights or otherwise as may be required or necessary to provide means of access and other common services for the benefit of the Tenanted Property to be constructed to provide alternate premises to tenants/occupants as aforesaid and/or for redevelopment of the same.



ix) The Developers are desirous of providing general amenities for the benefit of the holders of all the premises in the entire complex and the said general amenities viz. Club House with Multipurpose Hall, Gymnasium, Children's Playground etc. are to be completed with the development of the said land.

x) The Developers have entered into a Standard Agreement with an Architect registered with the Council of Architects and

Handwritten initials or signature.

बदर - १३	
३१०७	११
२०१२	




such Agreement is as per the agreement prescribed by the Council of Architects. The Developers have also appointed a Structural Engineer for the preparation of the structural design and drawings of the building/s and the Developers accept the professional supervision of the Architect and the Structural Engineer till the completion of the building/s.



xi) The Purchaser/s demanded from the Developers and the Developers have given inspection to the Purchaser/s of all the documents of title relating to the said existing property and the plans, designs and specifications prepared by their Architects and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said MOF Act") and the rules made thereunder.

xii) A copy each of the Certificates of Title issued by M/s. K. Ashar & Co. the Advocates of the Owners, the property card or other relevant revenue record showing nature of the title of the Developers to the said existing property on which the building/s is/are to be constructed and the copies of the plans and specifications of the premises agreed to be purchased by the Purchaser/s approved and/or proposed to be approved by the concerned local authority, the list of outgoing payable in respect of the said premises and all other documents relating to the said existing property and/or the said premises as are specified under the MOF Act, the rules made thereunder have all been heretofore furnished by the Developers to the Purchaser/s which is hereby acknowledged. Copies of some of the aforesaid documents are hereto annexed and marked Exhibit "D" to "H" respectively.

[Handwritten signature]

बदर - १३	
३११०	
२०१२	



xiii) The Developers are desirous of selling the Flats etc. and other premises including open/stilted/covered Car Parking Spaces etc. in the said building/s comprising of Wing A and B constructed by them on the said land on what is popularly known as "Ownership Basis" and are entering into separate Agreements for sale of such premises with various Purchasers on similar terms and conditions as herein contained (save and except and/or subject to such modifications as may be necessary or considered desirable by the Developers) with a view that the Purchasers of all the various premises shall form themselves into a Co-operative Housing Society/ies or an Association of Apartment Holders as the case may be (hereinafter called "the Ultimate Body/ies").



xiv) The Developers, if they so desire, may acquire development rights in respect of the land adjoining the said lands and the Developers shall be entitled to merge such adjoining lands with the said lands and to develop the same as a part of the same Complex with a view to confer the same general benefits and advantages upon the holders of all the flats and premises comprised in the buildings to be constructed on such adjoining lands.

xv) The Purchaser/s is/are desirous of acquiring from the Developers a Flat in one of the buildings being Wing B under construction or proposed to be constructed by the Developers on the said land with car parking space (open/stilted/covered) to be constructed on the said land with full knowledge of the terms and conditions contained in the said documents recited hereinabove and in the recitals hereof at or for the consideration and on the terms and conditions hereinafter appearing.



बदर - १३	
३१००	१३
२०१२	



xvi) The Purchaser/s has/have made the Declaration/Avertments as prescribed under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Urban Land and Regulation Act, 1976.

xvii) As required under provisions of the MOF Act and Rules, the parties hereto are entering into these presents as hereinafter contained and which if so desired by the Purchaser/s, shall be got registered under the provisions of the Registration Act, at the costs and expenses of the Purchaser/s.



NOW IT IS HEREBY AGREED MUTUALLY BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1.(A) The Developers shall construct multi-storeyed building/s comprising of Wing A and B (wherein comprised are the said premises agreed to be acquired by or allotted to the Purchaser/s as hereinafter contained) consisting of ground (partly stilted and partly built up) and upper floors on the said land in accordance with the plans, designs and specifications approved by the authorities concerned and copies whereof have been/will be given to the Purchasers. The Developers shall be however entitled to make any variations, alterations or amendments in the said plans, designs and specification of the said buildings if desired by the Developers or if required to be made for the purpose of meeting any requisition, objection or requirement of MCGM or any other statutory body or authority.

1. (B) The Developers agree to sell/allot to the Purchaser/s Flat No. 2134 on the 13th Floor, area whereof is 81.75 sq. m. equivalent to 880 sq.ft. (approx.) in Wing ~~X~~ / B of the building with car

✓
2
17

बदर - ७४	
3900	३०
२०१२	



✓
२
३०

parking space (~~open/stilted/covered~~) no. ESL on the ground floor (the said flat/ car parking space/other premises agreed to be acquired by or allotted to the Purchaser/s (are hereinafter in the context permits collectively referred to as "the said premises" in the said building to be constructed by the Developers on the said land in accordance with the plans, designs, specifications sanctioned by MCGM and other authorities concerned, dimensions of the said premises and the nature, extent and description of the common/limited/restricted areas and facilities appurtenant to the said premises are also more particularly shown on the plan Schedule **Exhibit "F (Coll)"**. The amenities and specifications pertaining to the said premises are shown in the list **Exhibit "G"** hereto annexed.



1. (C) (i) The Purchaser/s has/have agreed to acquire the said premises as also car parking space (any one or more in case, applicable by Agreement only and not otherwise) on what is known as "Ownership Basis".

1. (C) (ii) The consideration for the aforesaid is included in the consideration payable in respect of the said flat by the Purchaser/s to the Developers under this Agreement. The Purchaser/s shall be entitled to exclusively possess, use, occupy and enjoy the said Flat in all manner permissible under the rules and regulations of MCGM.

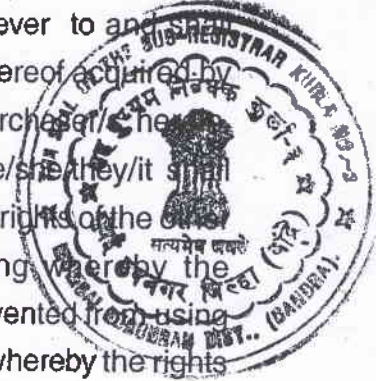
2. (a) This Agreement is on the express condition that the premises comprised in the said buildings Wing A / B constructed or to be constructed on the said the said land are being sold subject to the mutual rights of the Purchaser/s with regard to their respective rights as aforesaid and that the user of each of the said premises and the rights in relation thereto of each Purchaser/allottee shall be subject to all the rights of the other Purchasers/allottee/s in relation to their

✓
२
३०

बदर - १३	
३१००	११
२०१२	



respective premises. None of the purchasers/allottees of the said remaining premises shall have any right whatsoever to and shall not use and/or occupy the premises or any part thereof acquired by any other purchasers/allottees including the Purchaser/s hereinafter mentioned. Consequently the Purchaser/s covenants that he/she/they/it shall exercise his/her/their/its rights consistently with the rights of the other purchasers/allottees and shall not do anything whereby the purchasers/allottees of the other premises are prevented from using or occupying exclusively their respective premises whereby the rights of the other purchasers/allottees with regard to their respective premises are in any manner affected or prejudiced.



2. (b) Subject to what is stated in Clause (vii) of the recitals, the said land will be laid out in accordance with the tentative scheme of development as shown on the Plan hereto annexed and marked **Exhibit "C"**.

2. (c) The areas described in the Schedule **Exhibit "F (Coll)"** hereto annexed shall constitute the common areas and facilities which shall enure for the more beneficial use and enjoyment in common with one another of the holders for the time being of the various premises comprised in all buildings to be constructed on the said land. The Purchaser/s shall have no claim whatsoever in the same including the lobbies, staircases, common terrace etc. which will remain the property of the Ultimate Body and the same shall be for the common use of all the premises holders.

2. (d) Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or upon the said land and/or the said building to be constructed thereon or in any part thereof. Such conferment shall take place only upon the execution of the deeds or assurances

Handwritten signature or initials.

बदर - १३	
३१००	१२
२०१२	



mentioned herein in favour of the said Ultimate Body after the development of the said land is completed.

2. (e). It being made expressly clear that the ultimate transfer deed/s in respect of the said land and the said buildings to be constructed thereon comprising of two Wings A and B (hereinafter referred to as "the said property") shall contain such provisions which shall be accordingly framed and the burden thereof shall run with the land and shall be binding upon all the persons who are the holders of their respective premises comprised in the said property as the Developers may reasonably require for giving effect to and/or enforcing the said restrictions, covenants and stipulations.



2. (f) The Purchaser/s is/are aware that the Developers and/or their sister/associate concerns intend to hold and/or to enter into arrangement/s whereby the Developers and/or their sister/associate concerns shall become entitled to hold other land/s with/without buildings thereon in the vicinity or proximity of the said land. The reference, to the said land hereinafter whenever the context so permits, unless specifically excluded, shall deem to mean and include the said other land/s.

2. (g) All the terms and conditions contained in any arrangement, relating to the General Amenities as hereinafter contained and made or to be made between the Developers and any person/s, shall be binding upon the Purchaser/s.

2. (h) For the aforesaid purposes of and incidental thereto and/or for the more beneficial and optimum, development use and enjoyment of the remaining portions of the said land and/or the said other land/s and/or any part/s thereof by the Developers and/or their sister/associate concerns in such manner as may be desired by the

[Handwritten signature]

बदर - १३	
३१७७	१७
२०१२	



Developers, the Developers shall be entitled to grant, over, upon or in respect of any portion/s of the said land all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and other services in the said land and the said property and/or the said other lands and/or any part/s thereof, right of use and enjoyment of all amenities and facilities provided and/or agreed to be provided in the said land and/or the said other land/s and/or part/s thereof and/or the said property, as agreed that for convenience, administrative or otherwise, the Developers shall be at liberty in their sole discretion to :-

- i) Form one Ultimate Body for the management, maintenance and otherwise control and regulation of the affairs of each of the Wing A and B of the said building/s comprised in the said property and/or the said other land/s as may be permissible and conveniently possible.
- ii) In the event of it not being possible to form a Ultimate Body, to form Ad Hoc Committee/s for the management, maintenance and otherwise control or regulation of the affairs of one or more building/s comprised in the said land/ other land/s.
- iii) To form an Apex Body of all the Ultimate Bodies formed for management, maintenance and construction of all buildings constructed on the said land and/or the said other lands for maintenance, management and otherwise control or regulation of the affairs of the common areas and facilities appertaining to the said land and/or the said other land/s.
- iv) To form and incorporate one Ultimate Body/Apex Body hereinafter referred to, in respect of the said land and/or the said other lands and all the buildings constructed thereon

Handwritten signature/initials

बदर - १३
 ३१०० १५
 २०१२



and/or any part/s thereof subject to the same being permissible by the authorities concerned and the Purchaser/s hereby irrevocably consent/s to the said term Ultimate Body/Apex Body shall be accordingly construed wherever such construction is permissible in relation to the said term.



[Handwritten signature]

3. The Purchaser/s agree/s to pay to the Developers a sum of Rs. 25,00,000/- (Rupees One Crore Five Lakhs only) as lump sum consideration in respect of the said premises, which said consideration shall be paid by the Purchaser/s to the Developers in the manner as follows :

- i) Rs. 25,00,000/- (Rupees Twenty Five Lakhs Only - - Only) 20% (approx.) of the consideration as earnest money or deposit on execution of this Agreement.
- ii) Rs. 18,75,000/- (Rupees Eighteen Lakhs Seventy Five Thousand Only) 15% (approx.) of the consideration on completion of the plinth of the said Wing of the building wherein comprised are the said premises.
- iii) Rs. 31,25,000/- (Rupees Thirty One Lakh Twenty Five Thousand Only) 25% (approx.) in ¹³ equal installments of Rs. * /- each payable on completion of the RCC Work of each Slab of the said Wing of the building wherein comprised are the said premises.
- iv) Rs. 12,50,000/- (Rupees Twelve Lakhs Fifty Thousand Only) 10% (approx.) of the consideration on completion of the work of the wall of the said premises.

[Handwritten signature]

12 Instalments of Rs 240384/- ea = Rs 28,84,608/-
 1 Instalment of Rs 240392/-
31,25,000/-

बदर - १३	
३१००	१२
२०१२	



✓
8
15

- v) Rs. 12,50,000/- (Rupees Twelve Lakhs
Fifty Thousand Only) 10% (approx.) of the
consideration on completion of the plaster work of the said
premises.
- vi) Rs. 6,25,000/- (Rupees Six Lakhs
Twenty Five Thousand Only) 5% (approx.) of the
consideration on laying of the flooring of the said
premises.
- vii) Rs. 6,25,000/- (Rupees Six Lakhs
Twenty Five Thousand Only) 5% (approx.) of the
consideration on fixing of the doors and windows of the said
premises.
- viii) Rs. 6,25,000/- (Rupees Six Lakhs
Twenty Five Thousand Only) 5% (approx.) of the
consideration on laying of the plumbing and sanitary fittings
of the said premises.
- ix) Rs. 6,25,000/- (Rupees Six Lakhs
Twenty Five Thousand Only) 5% (approx.) being the
balance outstanding of the consideration at the time of
handing over of possession of the said premises duly
complete.



The provision contained in this clause for payment of the total consideration by the Purchaser/s to the Developers in the instalments as mentioned hereinabove have been mutually agreed to between the parties hereto, taking into account the substantial concession in the purchase price of the said premises given by the Developers to the Purchaser/s.

4. The Developers hereby agree to observe and perform and comply with all the terms, conditions, stipulation and restrictions, if any, which may have been imposed by the concerned local

✓
8
15

बदर - १३	
३१००	२०
२०१२	



authority at the time of sanctioning the said plans or thereafter and shall before handing over the possession of the premises to the Purchaser/s, obtain from the concerned local authority occupation and/or completion certificate/s in respect of the said building inter-alia of the premises.



5. (a) The Developers declare that the floor area available in respect of the said land is on the area of the said land more particularly described in the Schedule hereunder written. The Developers desire to develop the said land by constructing thereon the buildings consuming therein the F.A.R. which is now available in respect of the said land and also such further F.A.R. which may be hereafter available or which may be permitted to be utilised by way of transfer of development rights (hereunder called "the TDR") for the purpose of constructing such building/s on the said land under the D.C. regulations of MCGM in one or more phases as the Developers in its absolute discretion deem fit. All such building/s which may be constructed by the Developers on the said land in one or more phases as aforesaid shall constitute one complex known as "CLOVER REGENCY" and all the rights of common nature and/or which constitute common area and facilities including the amenities and enjoyment in common by the holders for the time being of the various premises comprised in such multi-storeyed building/s constructed on the said land by the Developers and the Purchaser/s has/have entered into this Agreement with the full knowledge of the aforesaid facts and hereby consents to the development of the said land by the Developers in the manner aforesaid and the right of the Developers to deal with and dispose of the premises comprised in all the buildings to be constructed on the said land as aforesaid and the Developers shall be entitled to deal with and dispose of all the premises in all such building/s which may be constructed by the Developers on the said land consuming the

3
H

बदर - १३	
३१७७	२१
२०१२	



F.A.R. at present available or which may hereafter be available or TDR which may be permitted to be utilised as aforesaid on the said land and the Purchaser/s hereby consents to the same

5. (b) The Developers shall have an absolute right before the said land and the buildings constructed thereon are conveyed to the Ultimate Body/Bodies to make or cause to make additions, alterations, or raise additional storeys on the said multi-storied building to construct additional or new buildings/structures and/or to develop the said land in such phases as may be permitted by the MCGM (but without in any manner causing any undue obstruction or nuisance to the Purchaser/s and such additions, alterations and/or additional structures or storeys or new structures shall be the sole and exclusive property of the Developers who shall be entitled to deal with or dispose of the same in any way they choose and the Purchaser/s hereby consent/s to the same. The Developers shall be entitled to deal with the common terrace and the entire parapet walls for such purposes including display of hoarding sites and advertisements on any of the said buildings and all income derived therefrom shall be the absolute property of the Developers and all the documents to be executed in favour of the Ultimate Body shall contain the necessary covenants in that behalf. The Purchaser/s agree/s and undertake/s that he/she/they/it shall give all necessary facilities and fully cooperate with the Developers to carry out all the works as aforesaid in accordance with the sanctioned plans or which may be hereafter sanctioned by the MCGM. The Purchaser/s further agree/s and undertake/s that after the Ultimate Body/Bodies is/are formed and registered the Purchaser/s as member/s and/or shareholder/s of such Ultimate Body/Bodies shall give full cooperation for the aforesaid purposes and to make the same complete and ready and fit for occupation in all respects and for the said purposes the Developers shall be entitled to utilise and take all



[Handwritten signature]

बदर - १३	
३७७४	✓
२०१२	



such connections from all water pipelines and storage tanks, sewages and drainage pipelines, electricity cables and electric lines and other conveniences and amenities of the multi-storeyed buildings being constructed for providing of all such facilities, conveniences and amenities to the aforesaid further development which may be carried out on the said land.

5. (c) The Developers agree that they shall before handing over possession of the premises to the Purchaser/s and before execution of Conveyance/s of the said land building/s constructed thereon in favour of the Ultimate Body/Bodies make full and true disclosure of the nature of title of the Owners and the Developers to the said land as well as encumbrances, if any, including any right, title interest or claim of any Party in or over the said land and shall, as far as practicable, ensure that the said land is otherwise free from all encumbrances and that the Owners and the Developers have a clear and marketable title to the said land so as to enable them to convey, transfer and vest the said land unto the said Ultimate Body/Bodies with such title on the execution of Conveyance/s of the said land by the Owners and the Developers in favour of the said Ultimate Body/Bodies.

6. (a) The Purchaser/s shall, before delivery of possession of the said premises to him/her/them/it, pay the undermentioned sum/s mentioned in column No.5 to the Developers made up of his/her/their/its contribution towards (i) the legal costs of the final Transfer Deed/s mentioned hereinafter in column No.2 (ii) the share money for the purchase of shares in the Ultimate Body/Apex Body as hereinafter mentioned in column No.3 and (iii) the costs for the formation and regulation of such Ultimate Body/Apex Body as mentioned in Column No.4.

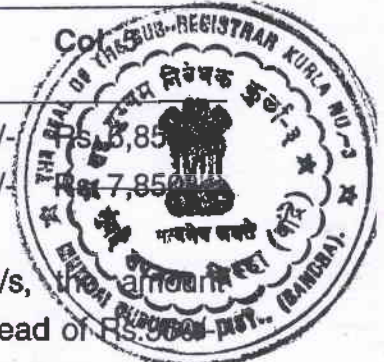
✓
20

बदर - १३	
3710/0	23
२०१२	



Nature of Amount/s payable :

Premises	Col. 2	Col. 3	Col. 4
2 BHK	Rs. 4,000/-	Rs.350/-	Rs. 2,500/-
3 BHK	Rs. 5,000/-	Rs.350/-	Rs. 2,500/-



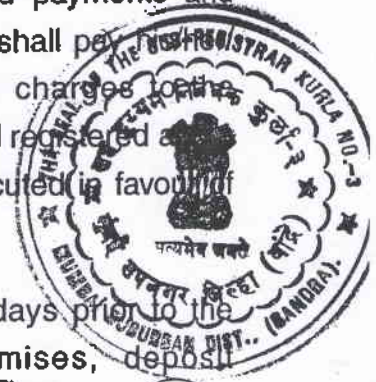
N.B. In case of Purchaser/s other than individual/s, the amount payable under column No.3 shall be Rs.550/- instead of Rs.350/-. The aforesaid shall however exclude (i) the charges for stamp duty and registration of the final transfer deed/s (ii) the charges, deposits, etc., for grant of any installation, services, etc. such as electricity, water and meter/s therefore, (iii) the charges for Sales Tax payable to the Government of Maharashtra as hereinafter contained, and (iv) any other dues as herein otherwise contained (all on basis as may be applicable and payable at the time of delivery of possession of the said premises).

6. (b) (i) The Purchaser/s agree/s and undertake/s to pay by way of re-imbursement from the date of delivery of the possession of the said premises, his/her/their/its proportionate share determined by the Developers of the outgoings in respect of the said premises including ground rents, taxes, water charges, common lights, sweepers, sanitations, additions and alterations, oil painting, colour washing, repairs, insurance, salaries of person/s engaged etc. and all other expenses incidental to the management and maintenance of the property as specified in **Exhibit "H"** hereto annexed. Until the Municipal taxes and water charges and other outgoings are fixed and/or separately assessed and the exact amount is worked out for each of the premises, the Purchaser/s agree/s, that from the aforesaid date, to regularly pay every month in advance such amount as may be fixed by the Developers towards and on account of the

बदर - १३	
३१७७	२०
२०१२	



said outgoings. The Purchaser/s shall indemnify and keep indemnified the Developers against the aforesaid payments and charges. It is agreed that the Purchaser/s shall pay their/its proportionate share of the aforesaid charges of the Developers until the Ultimate Body is formed and registered and a Conveyance Deed/s of the said property is executed in favour of such Ultimate Body/ies.



6. (b) (ii) The Purchaser/s shall within seven days prior to the delivery of possession of the said premises, deposit Rs. 30,000 /-(Rupees thirty thousand Only) without interest with the Developers as security for due observance and performance of all his/her/their/its obligations provided in the preceding sub-clause.

[Handwritten signature]

6. (c) The Developers, after deducting from the various amounts paid by the Purchaser/s to the Developers as deposits and expenses due in respect of the said premises as aforesaid the costs, charges and expenses referred to hereinafter in the proportion decided by the Developers, shall transfer the balance, if any, to the said Ultimate Body/Bodies that may be formed and registered of the Purchasers/allottees of all premises in all the said buildings. The Purchasers shall on demand pay to the Developers such further amount/s by way of deposit and expenses for such expenses if required.

6. (d) The Developers shall maintain a separate account in respect of the sums received by the Developers from the Purchaser/s as advance or deposit on account of share capital, formation charges towards the outgoings or legal charges etc. and shall utilise the amounts only for the purpose/s for which they have been received.

6. (e) (i) In addition to the consideration mentioned in Clause 3 above, the Purchaser/s shall, before receiving possession of the

[Handwritten signature]

बदर - १३

3900
2092

27



flat agreed to be purchased by the Purchaser/s from the Developers as aforesaid, pay to the Developers a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) at the rate of Rs. 7000/- ^{lumpsum} per sq.ft. (approx.) of the saleable area of premises agreed to be acquired by the Purchaser/s, and by contribution towards the Fund (hereinafter called the Fund) constituted and/or to be constituted by the premises holders of the entire complex comprising of buildings constructed on the entire land more particularly described in Schedule hereto annexed and marked **Exhibit "A"**.



6. (e) (ii) The Fund so collected shall be invested in any reputed Co-operative Bank or prescribed security or other secured investments yielding maximum return by way of interest/dividend. The income accruing from the total amount of the Fund after making provision of sinking fund shall be earmarked and utilised for defraying the expenses relating to operation, maintenance, repair and renovations, reinstatement of general amenities and all outgoings to be paid in respect thereof or payable by the premises holders in so far as the same shall extend and the balance will be collected on pro-rata basis from the premises holders on a month to month basis.

6. (e) (iii) The funds to be constituted as above will be transferred to and be held by the Ultimate Body /Bodies to be formed by the premises holders of different buildings in the said complex or the Apex Body if formed of such Ultimate Body/Bodies so that ultimately the management of these funds and the disbursements to be made therefrom and/or the investment thereof will be controlled by the premises holders (through their respective Ultimate Body/Bodies of which they will be members) of the buildings in the said complex after the development thereof is fully completed by the Developers.

बदर - १३	
३१५७	२८
२०१२	



6. (f) The time for payment of each of the instalments of consideration and other amount/s as aforesaid shall be the essence of the contract. If the Purchaser/s make/s default in payment of any of the said instalments/dues on their respective due dates as aforesaid and without prejudice to the rights of the Developers to treat such default as a breach of this Agreement and to cancel the Agreement, the Purchaser/s shall be liable to pay to the Developers interest at the rate of 18 % p.a. on the amount of the instalment/s due/s in arrears for the period of the delay in payment of each instalment/s due/s.



✓
१०

7. Notwithstanding anything to the contrary herein contained the Developers agree to hand over possession of the said premises to the Purchaser/s on or before the 30th day of April 2012 or simultaneously with the execution of the final Transfer Deed/s whichever is later. If however due to non-availability of cement, steel or other building materials and/or due to any act of God such as earthquake, floods or any other natural calamity, act of enemy, war or non grant of connection of services such as electricity, water or drainage etc. by the authorities concerned or any other cause beyond the control of the Developers and of its agents as per the provisions of section 8 of the MOF Act, the possession of the said premises is not given by the aforesaid date or the date or dates prescribed in section 9 of the said MOF Act, then the Developers shall be liable on demand to refund to the Purchaser/s the amounts already received by it in respect of the premises with simple interest thereon at 9 % p.a. from the date of the Developers having received the sum till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that the dispute whether the stipulations specified in section 8 of the MOF Act have been satisfied or not will be referred to the Competent Authority or to any other person as mutually agreed upon who will act as Arbitrator/s. Till the entire amount and interest

✓
१०

बदर - १३	
३१०७	२७
२०१२	



thereon is refunded by the Developers to the Purchaser/s, there shall, subject to prior encumbrances, if any, be a charge on said premises.

8. Under no circumstances possession of the premises shall be given by the Developers to the Purchaser/s unless and until all payments required to be made under this Agreement by the Purchaser/s have been duly made to the Developer/s. AS SOON AS the Occupancy Certificate/s in respect of the said multi-storied building or part thereof is/are obtained and intimation thereof is given by the Developers to the Purchaser/s, the Purchaser/s shall pay the installments of the purchase price and all other amounts payable by him/her/them/it within seven days of such notice served individually upon him/her/them/it or put up at some prominent place in the said building and take possession of the said premises. Upon delivery of possession as aforesaid, the Purchaser/s shall be entitled to use and occupy the said premises without any hindrance PROVIDED that if within a period of three years from the date of handing over possession of the said premises to the Purchaser/s, the Purchaser/s bring/s to the notice of the Developers any defect in the premises or the said building in which the premises is situated or the material used therein or any unauthorized change in the construction of the said building arising directly due to any act of omission or commission on the part of the Developers and not consequent to any act of omission or commission on the part of the Purchaser/s, then wherever possible such defects or unauthorized changes shall be rectified by the Developers at its own costs and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser/s shall be entitled to receive from the Developers reasonable compensation for such defects or changes.

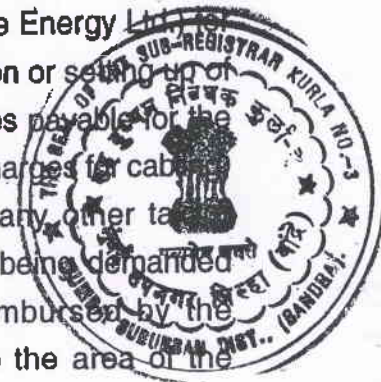
9. The Purchaser/s hereby agree/s that in the event of any amount by way of premium to the State Government or betterment charges or development tax or any other amounts or charge or taxes

Handwritten signature/initials

बदर - १३	
३११०	२५
२०१२	



payable to anybody or authority (such as Reliance Energy Ltd.) for grant of any permission/NOC/licence or connection or setting up of any utilities (including but not restricted to charges payable for the supply of electricity being Reliance Energy Ltd., charges for cables, meter deposits, electrical installations etc.) or any other tax or statutory liability or payment of a similar nature being demanded from the Developers, the same shall be reimbursed by the Purchaser/s to the Developers in proportion to the area of the aforesaid premises agreed to be acquired by the Purchaser/s and in determining such amount the decision of the Developers shall be conclusive and binding upon the Purchaser/s. The amount so payable shall be by way of reimbursement of the apportioned cost as fixed by the Developers towards the cost and expenses incurred in obtaining the utility from the authorities concerned including Reliance Energy Ltd. In addition to the consideration and other amounts payable by the Purchaser/s to the Developers hereunder, the Purchaser/s shall be liable to pay to the Developers the sum calculated at the rate and on the basis prescribed and payable hereunder as and by way of sales tax/works contract tax payable to the Government of Maharashtra and/or Service tax if any, payable on residential complex as per the relevant provisions of the Finance Act read with the Notification dated 1st March 2006 bearing No. 1/2006 issued by the Central Government before handing over the of the possession of the said premises as aforesaid. The amount payable as aforesaid by way of Service tax shall be paid by the Purchasers to the Developers immediately on demand and in any event before the time stipulated under the applicable provisions of the Finance Act read with the said Notification to ensure that there is no default in payment of such service tax on the due date and the consequent liability by way of interest, penalty, etc. which may arise on account of non-payment of such service tax in accordance with the provisions of the Finance Act read with the said Notification.

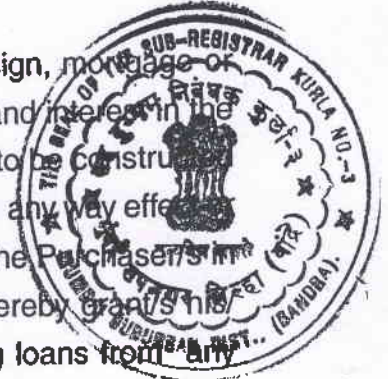


Handwritten signature or initials.

बदर - १३	
३१०६	२८
२०१२	



10. The Developers shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose of their right, title and interest in the said property i.e. the said land and the building/s to be constructed thereon PROVIDED that the Developers do not in any way effect to the prejudice the rights hereby granted in favour of the Purchaser/s in respect of the said premises. The Purchaser/s hereby grant/s his/her/its/their consent to the Developers for raising loans from any persons, body or authority against the security of the said land or of the building/s under construction or to be constructed thereon and/or the premises comprised therein by creating an equitable or legal mortgage or any other encumbrances of any nature whatsoever, subject however to the obligations of the Developers to clear up any such encumbrances, if created, prior to the transfer and vesting of the said property in favour of the Ultimate/Apex Body or handing over charge of the said property without execution of the final Transfer Deed/s, to the Ultimate/Apex Body, which the Developers shall indemnify and keep the Purchaser/s fully indemnified against all claims of any nature whatsoever that may be made against him/her/it/them by virtue of any encumbrances or burden created as aforesaid, (in exercise of the Powers reserved by the Developers under this Clause) remaining to be cleared, released and/or discharged.



11. The Purchaser/s with intention to bring all persons into whomsoever hands the said premises may come, doth hereby covenant with the Developers as follows:-

(a) To maintain the premises at the cost of the Purchaser/s in good tenable repair and condition from the date possession of the said premises is taken and shall not do or suffer to be done any thing in or to the building/s in which the premises are situated or the staircase or any passages or other areas which may be against the rules, regulations or bye-laws of the concerned local or any other

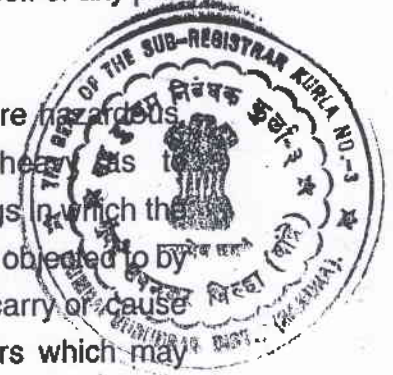
[Handwritten signature]

बदर - १३	
३१००	३०
२०१२	



authority or change/alter or make additions in or to the said building in which the premises are situated or the premises itself or any part thereof.

(b) Not to store in the premises any goods which are hazardous, combustible or dangerous in nature or are so heavy as to damage the construction or structure of the buildings in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to the upper floors which may damage or be likely to damage the staircases, common passages or any other structure of the building in which the said premises are situated, including entrances of the buildings and in case any damage is caused to the said buildings or the premises on account of negligence or default of the Purchaser/s in this behalf, the Purchaser/s shall be liable for the consequences of the breach.



(c) To carry out at his/her/their/its own costs all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which it was delivered by the Developers to the Purchaser/s and shall not do or suffer to be done anything in or to the said buildings in which the premises is situated under the rules, regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser/s committing any act in contravention of the aforesaid, the Purchaser/s shall be responsible and liable for consequences thereof to the concerned local authority and/or other public authority.

(d) At any time not to demolish or cause to be demolished nor erect or caused to be erected nor remove or caused to be removed any works, amenities, fixtures or fittings make or cause to be made any additions or alterations of whatever nature in or to the

✓
३१
१२

बदर - १३	
39V10	37
2092	



said premises or any part thereof including the bath, balcony/ies, car/scooter parking spaces etc., nor make alterations in the elevation and outside colour scheme of buildings in which the said premises are situated and shall keep the party walls, sewers, drain pipes, compound walls and fences in the premises and appurtenances thereto in good repair and condition and in particular so as to support and protect the other parts of the said building in which the said premise is situated and shall not chisel or in any other manner remove or damage the columns, beams, walls, slabs flooring, tiling, fittings or R.C.C. Partis or other structural members in the said premises without the prior written permission of the Developers and/or the Ultimate Body as the case may be.



(e) Not to use the premises or permit the same to be used for any purpose whatsoever, other than for residential/commercial/parking purposes and/or such other purposes as permitted under the conditions and covenants of this Agreement only, or for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said building or to the Owners or occupiers of the neighboring properties nor for any illegal or immoral purpose.

(f) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and to the said multi-storeyed in which the premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

(g) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said building in which the premises are situated.

Handwritten signature or initials.

बदर - १३	
390V	32
२०१२	



(h) To pay to the Developers within seven days of demand by the Developers, the amount by way of premium or betterment charges or development tax or any other amounts or charges or taxes payable to any body or authority for grant of any permission/NO licence or connection or installation of all services including electricity supply and water and/or the meters in respect thereof or any other tax or statutory liability or payment of a similar nature being demanded from the Developers and in determining such amount the decision of the Developers shall be conclusive and binding upon the Purchaser/s.



(i) Not to demand partition of his/her/their/its interest in the said land and/or the multi-storeyed building it being hereby agreed and declared by the Purchaser that his/her/their/its interest in the said land and all the said buildings is impartible and it is agreed that the Developers shall not be liable to execute Conveyance Deed/s or any other documents in respect of the said premises in favour of the Purchaser/s.

(j) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the premises by the Purchaser/s viz. user for any purposes other than as stipulated herein.

(k) Not to sublet, transfer, assign or part with the Purchaser/s interest or benefit in this Agreement or part with possession of the said premises until all the dues payable by the Purchaser/s to the Developers under this Agreement are fully paid up and only if the Purchaser/s has/have not been guilty of breach or non-observance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have given prior intimation in writing to the Developers.

Handwritten signature or initials.

बदर - १३	
३१०७	८३
२०१२	

(l) Not to decorate the exterior of the said premises in a manner as near as may be in which the same was previously decorated and without the previous consent in writing of the Developers or the Ultimate Body as the case may be.



12. The complex comprising of all the buildings to be constructed on the said land by the Developers shall, subject to the approval of the authorities concerned, be always known as **"CLOVER REGENCY"** or by such other name as may be desired by the Developers. The Purchaser/s along with such other persons who shall have taken, purchased or acquired other premises in the said buildings to be constructed on the said land and the building/s to be hereafter constructed in the other phases shall form themselves into one or more Co-operative Society/Societies under and in accordance with the provisions of the Maharashtra Co-operative Societies Act 1960 or a Limited Company/Limited Companies under and in accordance with the provisions of the Companies Act, 1956 or an Association/s of Apartment Holders under and in accordance with the provisions of the Maharashtra Apartment Ownership Act 1970 as the case may be as may be decided by the Developers in its absolute discretion and such Ultimate Body/Bodies shall be named **"CLOVER REGENCY"** or by such name with the prefix **"CLOVER REGENCY"** as may be approved by the Registrar of Co-operative Societies, Maharashtra or the Registrar of Companies, Maharashtra or other registering authorities, as the case may be. The Purchaser/s shall co-operate with the Developers in forming, registering and incorporating such Ultimate Body/Bodies and agree/s and undertake/s to become constituent/s of such Ultimate Body/Bodies and from time to time to sign and execute the application for registration of such Ultimate Body/Bodies and all other applications, forms, writings, as may be required and duly fill in, sign and return the same within 10 (ten) days of the same being forwarded by the Developers to the Purchaser/s.

बदर - १३	
3900	30
2092	



No Objection shall be taken by the Purchaser/s if changes or modifications are made in the name or the draft bye-law and/or regulations of such Ultimate Body/Bodies by the authority concerned.



13. (a) After all the building/s to be constructed on the said land are complete and ready and fit for occupation and after the said Ultimate Body/Bodies is/are formed and registered and after all the different premises in the said building/s have been sold and disposed of by the Developers and after the Developers have received all dues payable to the Developers from the buyers/allottees of different premises in the said buildings and after the Developers have completed the development of all the Phases of the said land a Deed of Conveyance/s of the said land and all the buildings and/or other building/s constructed thereon shall be executed by the Owners and the Developers in favour of such Ultimate Body/Bodies and such Conveyance Deed/s shall be in keeping with the terms and conditions of this Agreement.

The Developers shall be entitled to their sole discretion either to form one Ultimate Body being a Cooperative Society/Limited Company/Association of Apartment Owners as provided in Clause 12 above or in the alternative to form one such Ultimate Body of the Purchasers of all the premises in all the buildings constructed on the said land and to execute one Conveyance or Deed of Transfer in favour of such Ultimate Body. If the Developers decided to form separate Ultimate Bodies for one or more buildings, the Developers may in their sole discretion execute a Conveyance or a Deed of Transfer in favour of each such Ultimate Bodies or all the Ultimate Bodies or all the Ultimate Bodies jointly in respect of the land with the structure constructed thereon for the benefit of the respective Ultimate Bodies.

Handwritten signature or initials.

बदर - १३	
३१७७	३५
२०१२	



13.(b) It is specifically agreed and declared that the Conveyance Deed/s in favour of the Ultimate Body/Bodies shall contain the covenants as may be necessary in the circumstances including such as may be stipulated by the U.L.C.R. Authority. The Conveyance/s shall inter alia contain :-



(i) such provisions and covenants (which shall be so framed that the burden thereof shall run with and be binding upon the premises hereby agreed to be sold into whose hands whomsoever the same may come) as may be necessary for giving effect to the stipulations and restrictions mentioned or referred to hereinabove.

(ii) a covenant by the Purchaser/s to indemnify and keep indemnified the Developers against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of such stipulations and restrictions.

(iii) a declaration that the Purchaser/s shall not be entitled to any easement or right of light or air which would restrict or interfere with the free use of any neighboring or adjoining premises of the Developers for construction or other purposes and a further declaration that the access and user of light and air to and for the premises purchased by the Purchaser/s and to and for any structure erection or building/s for the time being erected and standing thereon from and over the neighboring or adjoining premises of the Developers is enjoyed under the express consent of the Developers.

14. (a) (i) The Developers are providing and/or setting up or caused to be provided or set up certain special amenities and facilities, such as Club House with Multipurpose Hall, Gymnasium, Children's Playground etc. hereinafter collectively referred to as "the General Amenities" for the benefit of the holders of the various premises in

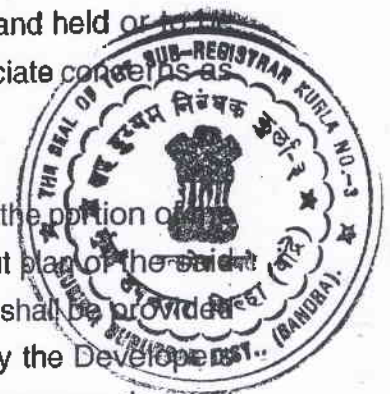
[Handwritten signature]

बदर - १३	
३१००	३५
२०१२	



the building/s to be constructed on the said land and/or other plot/s adjoining or in the vicinity of the said land and held or to be held by the Developers and/or their sister or associate concerns as aforesaid.

(ii) The said General Amenities will be located on the portion of the said land as more particularly shown on the layout plan of the said land hereto annexed. The said General Amenities shall be provided and/or set up and/or managed and maintained by the Developers and/or such other person or body as the Developers may deem fit and proper including an independent entity. The Purchaser/s agree/s and undertake/s to become constituent/s of such body or entity and abide by all terms covenants and stipulations that may be, from time to time, framed by such body or entity and further agree/s and undertake/s to duly bear and pay and discharge all dues and outgoings both of capital or recurring nature in this behalf. It is expressly agreed and declared that the Developers shall at all times hereafter including after the transfer of the said land and building/s thereon to the Ultimate/Apex Body be at liberty and fully entitled to nominate any person/s (be he/she/it/they holder/s of premises in any other lands in the vicinity or proximity as aforesaid) as constituent/s of such body or entity with full right to use and enjoy all the facilities of the General Amenities subject however to such person/s subscribing to the membership of such body or entity and agreeing and undertaking to abide by all the terms covenants and stipulations that may be, from time to time, framed by such body or entity and further agreeing and undertaking to pay and discharge all dues and outgoings both of capital or recurring nature in that behalf. The Purchaser/s irrevocable consent/s to the aforesaid and agree/s and undertake/s not to do or omit to do any act, deed, matter or thing which would in any manner interfere or cause hindrance or affect



Handwritten signature or initials.

बदर - १३	
३१००	३२
२०१२	



the aforesaid rights of the Developers and/or all person/s claiming under or through them.

(iii) All aspects or matters whatsoever relating however to the said General Amenities shall be regulated or governed by the constitution and/or by laws, rules and regulations prevailing for the time being of such body or entity PROVIDED that in the first instance the terms and conditions of such body or entity shall be such as may be drawn up by the Developers and the Purchaser/s shall not raise any objection however in this behalf.



14. (b) In the event of any Ultimate Body being formed or registered before the sale or disposal by the Developers of all the premises in the said building/s or before the construction of all the buildings on the said land or construction of additional storeys or structures on such building/s or new building/structures which may be constructed by the Developers on the remaining property, the powers and authorities of the said Ultimate Body/Bodies so formed of the Purchaser/s and the Purchasers of the other premises in the said building/s shall be subject to the right of the Developers and the overall control of the Developers in respect of any of the matters concerning all the said building/s and the said premises, the development, construction and completion of the entire complex and all amenities appertaining to the same and in particular the Developers shall have absolute authority and control as regards the disposal of the unsold premises and other premises including premises of which the agreements are cancelled at any stage for some reason or other or the additional stories or structures to be constructed on the said land as aforesaid as constituent/s of the said Ultimate Body/Bodies having the same rights and benefits and subject to the same obligations as the

[Handwritten signature]

बदर - १३	
3900	35
२०१२	



Purchaser/s and other constituents of the said Ultimate Body/Bodies may be entitled to and without any reservation on the conditions whatsoever and subject to payment of their contribution of the share moneys, the outgoings etc. on the basis and in the proportion as may be payable by the other constituents of the said Ultimate Body/Bodies and without payment of any premium or any transfer fees or other consideration of any nature whatsoever and the Purchaser/s hereby agree to give their consent to admit such purchaser/s as constituent/s of such Ultimate Body/Bodies without raising any objection whatsoever.



15. The Advocate for the Developers shall prepare, engross and approve all documents which are to be or may be executed in pursuance of this Agreement. All costs, charges and expenses in connection with the formation of the aforesaid Ultimate Body/Bodies and of Apex Body if required to be formed and all permissions and/or sanctions under the U.L.C & R. Act, 1976 and premium if any, payable therefore, as well as the costs of preparing, engrossing, stamping and registering all the deeds or any other assurances, document/s including the registration and stamp duty payable on this Agreement required to be executed by the Developers or the Purchaser/s as well as the entire professional costs of the said Advocates of the Developers in respect of all the work done by them in all the aforesaid matters shall be borne and paid by the Ultimate Body/Bodies or proportionately by all the holders of premises in the said building/s. The Developers shall not contribute anything towards such expenses. The proportionate share as determined by the Developers of such costs, charges and expenses payable by the Purchaser/s shall be paid by him/her/ them/it immediately on demand. It is agreed and understood by the Purchaser/s that whatever payments are made by the Developers or to be further paid by them in connection with or

Handwritten signature or initials.

बदर - १३	
३१/१०	३८
२०१२	



incidental to this Agreement shall be reimbursed by the Purchaser/s to the Developers on demand.

16. All letters, receipts and/or notices issued by the Developers and dispatched under Certificate of posting to the last address of the Purchaser/s will be sufficient proof of receipt of the same by the Purchaser/s and shall amply and effectively discharge the Developers. For this purpose the Purchaser/s has/have given the address mentioned in the title Agreement.



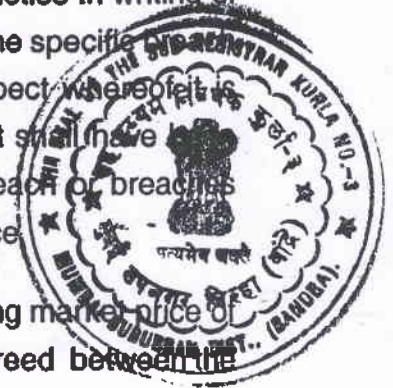
17. If the Purchaser/s neglect/s, omit/s or commit/s or fail/s for any reason whatsoever to pay to the Developers any of the amounts due and payable by the Purchaser/s under the terms and conditions of this Agreement (whether before or after the delivery of possession) within the time specified or if the Purchaser/s shall in any other way fail/s to perform or observe any of the covenants and stipulations on his/her/their/its part herein contained or referred to, the Developers shall be entitled to terminate this Agreement and re-enter upon and resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated and the amounts already paid by the Purchaser/s to the Developers shall be refunded without interest by the Developers to the Purchaser/s and the Purchaser/s hereby agree/s that in that event all his/her/their/its rights whatsoever under this agreement in respect of the aforesaid premises shall stand terminated and in such event the Developers shall be entitled to deal with or dispose of the said premises in any manner they deem fit. The right given by this clause to the Developers shall however be without prejudice to any other rights, remedies and claims whatsoever at law or under this agreement of the Developers against the Purchaser/s PROVIDED ALWAYS that the power of termination herein before contained shall not be

[Handwritten signature]

बदर - १३	
39 UV	४०
२०१२	



exercised by the Developers unless and until the Developers shall have given to the Purchaser/s fifteen days prior notice in writing of the intention to terminate this agreement and of the specific or breaches of the terms and conditions in respect whereof it is intended to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a reasonable time after giving of such notice.



18. The price herein is based on the present ruling market price of materials, labour and services. It is expressly agreed between the parties hereto that in the event of the cost of development of the said additional structure increasing by more than 5 % (five percent) by reason of the escalation in the price of the construction materials, wages of labour, etc., the Developers shall be entitled to an increment in the consideration to the extent of the increase in the cost of development as aforesaid as may be certified by the Architects of the Developers, such additional consideration shall be payable by the Purchaser/s to the Developers along with the last installment of the consideration payable under clause 3 (ix) hereinabove.

19. Any delay or indulgence by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser/s shall not be construed as a waiver on the part of the Developers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Developers.

20. The Purchaser/s undertake/s, immediately after execution of this Agreement to lodge the same for registration with the Sub-Registrar of Assurances at Mumbai/ Bandra or otherwise with the Sub-Registrar having the jurisdiction and pay the charges thereof and shall within two days after lodging the same intimate the

✓ ४०

बदर - १३	
३१६७	७७
२०१२	



Developers of his/her/their/its having done so together with the date and serial number and receipt number under which the documents were lodged for registration.

21. The Purchaser/s shall pay a sum of Rs. 4,000/- for 2BHK flat and Rs. 5,000/- for 3BHK Flat to the Developers being the legal charges and other expenses for preparation of this agreement.

22. Save and except and subject to the provisions contained in clause (3) herein, this Agreement shall be subject to the provisions of the MOF Act and Rules or any amendment or re-enactment thereof for the time being in force or any other provisions of law applicable thereto. The documents mentioned under the provisions of the MOF Act and Rules including the documents executed between the Owners and the Developers, the Plans sanctioned by MCGM and the undertakings given in respect thereof to the various authorities have been made available to the Purchaser/s.

23. The I.T. Details of the parties are as under :

PARTY	P.A.N.	WARD/CIRCLE
(A) Developers	AAJFA3743R	15 (1) (3)
(B) (i) Purchaser No.1	AABPP06360	_____
(ii) Purchaser No.2	AGBPP9004A	_____
(iii) Purchaser No.3	_____	_____

IN WITNESS WHEREOF the parties hereto have hereunto and

बदर - १३	
39100	
२०१२	



to the duplicate hereof set and subscribed their respective
hands and seals the day and year first hereinabove written



SIGNED SEALED AND DELIVERED)

by the withinnamed DEVELOPERS)

M/S. AVANTI ENTERPRISE)

For AVANTI ENTERPRISE

by the hand of its Partner /

Authorised Signatory)

Mr Azim F Tapia)



in the presence of Nancy W. Soygi)

Partner / Auth. Signatory

SIGNED SEALED AND DELIVERED

by the withinnamed PURCHASER/S

MR DILIP AMRUTLAL PAREKH)



MRS HEMALI JATIN PAREKH)

in the presence of



1. Name: Prakash C. Kambad

Sign.

बदर - १३	
3900	87
२०१२	



ACKNOWLEDGE to have received)
 heretofore of and from the withinnamed)
 Party of the Other Part (Purchaser/s))
 the sum of Rs. 75,00,000/-)
 [Rupees SEVENTY FIVE)
LAKHS ONLY Only])
 by cash/cheque/draft No. *)
 dated * drawn on)
 _____)
 being the amount of earnest money)
 or deposit and/or in part payment of the)
 consideration to be paid by him / her /)
 them / it to us the Party of the One)
 Part (Developers))



Witnesses: Nancy D. Sayge

We say Received :
 For **AVANTI ENTERPRISE**

PARTNER / AUTH. SIGNATORY

Cheque No	DATE	BANK	Amount
676396	4-10-11	HDFC	5,00,000/-
652784	9-4-12	HDFC	40,00,000/-
764451	9-4-12	HDFC	30,00,000/-
			<u>75,00,000</u>