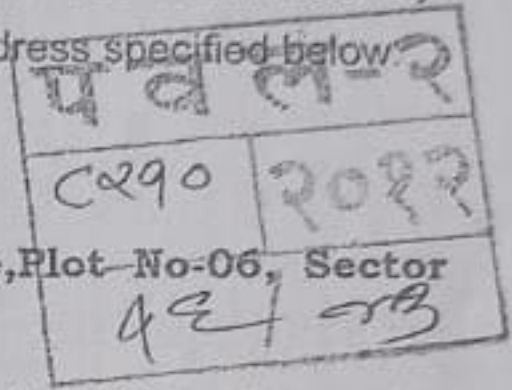


22. The Developers shall get a Deed of Lease/conveyance to be executed by the said Corporation in favour of the Company/ Association/Society as the case may be in respect of the said property and the building erected thereon within the prescribed time from the formation and registration of the Association/Society or from the date on which the Developers have sold and received payment for all the Flat/Shops and sold handed over possession of the Flat/Shops to the respective Purchasers whichever is later PROVIDED THAT the Developers have been paid and have received full consideration amount payable by all the Flat/Shops Holders.

23. All notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers by Registered Post of Under Certificate of posting at their address specified below:

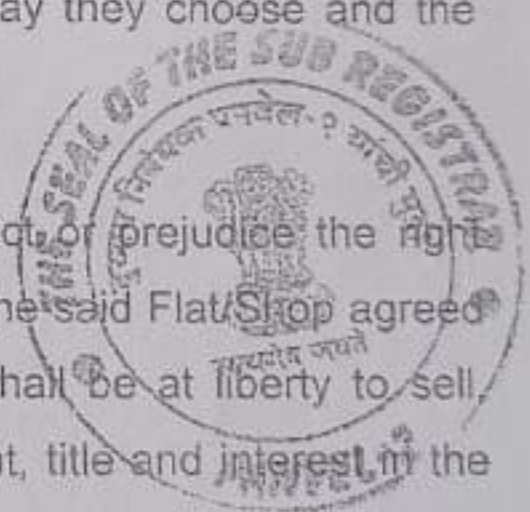
NAME: 1) MRS. RUBY RANI

ADD- FLAT NO-1603, Sea Queen Heritage, Plot No-06, Sector No-18, Sanpada, Navi Mumbai,



24. The Developers shall have the right to make additions, alterations, raise stories or put additional structures at any time as may be permitted by the Corporation and other Competent Authorities, such additional alterations, structures and stories and remaining unused F.S.I. will be the sole property of the Developers who will be entitled to use and dispose it off in any way they choose and the Purchasers hereby consents to the same.

Provided that the Developers do not, in any way affect or prejudice the right hereby granted in favour of the Purchase in respect of the said Flat/Shop agreed to be Purchased by the Purchasers the Developers shall be at liberty to sell, mortgage or otherwise deal with or dispose or their right, title and interest in the said land, hereditaments and the building construction/s and hereafter to be constructed thereon.

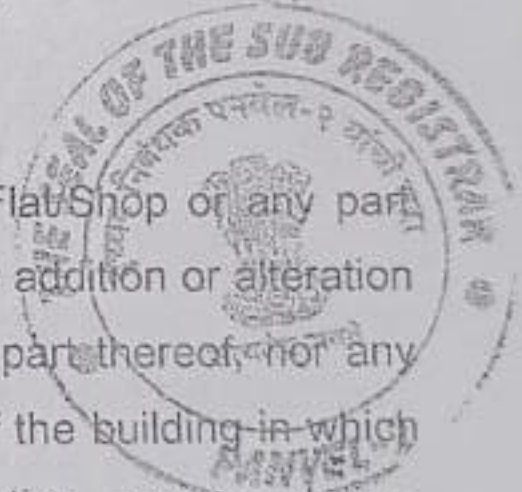
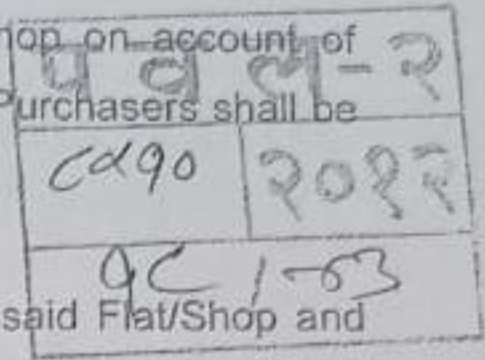


25. All costs, charges and expenses in connection with formation registration of the said Association/Society as the case may be shall be borne and paid by the members of the said Association/Society and all costs, charges and expenses including Advocate's and Solicitor's fee for preparing and engrossing this agreement and the Lease Deed and Conveyance Deed in respect of this property and stamp duty and registration charges in respect of the said Lease Deed and Conveyance Deed thereto, shall be borne and paid by the members of the said Association /Society/Private Ltd. Company as the case may be.

*John R. R. R.*

*Mulgar Thakur*

- b) Not to store in the said Flat/Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which said Flat/Shop 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 whose upper floors which may damage or likely to damage the staircase.
- c) common passages or any other structures of the building in which the said Flat/Shop is situated and in case any damage is caused to the building in which the said Flat/Shop is situated or the said Flat/Shop on account of negligence or default of the Purchasers in this behalf the Purchasers shall be liable for the consequences of the breach.
- d) To carry out at their own cost all internal repairs to the said Flat/Shop and maintain the said Flat/Shop in the same conditions state and order in which it was delivered by the Developers to the Purchasers and shall not do or suffering to be done anything in or to the building in which the said Flat/Shop is situated. The Purchasers should follow the rules and regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchasers committing any act in contravention of the above provision, the Purchasers shall be responsible and liable for the consequences, thereof to the concerned local authority and/or other public authority.
- e) Not to demolish or cause to be demolished the said Flat/Shop or any part thereof, now at any time make or cause to be made any addition or alteration or whatever nature in or to the said Flat/Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Flat/Shop is situated and shall keep the portion, sewers, drains, pipes, in the said Flat/Shop and appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Flat/Shop is situated and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC pardi or other structural members in the said Flat/Shop without the prior written permission of the Developers and/or the society of the Limited Company or other corporate body.



*John R. Patel*

*Mulund Thakur*

26. Commencing a week after the notice in writing is given by the Developers to the Purchasers that the said Flat/Shop is ready for use and occupation, the Purchasers shall pay on or before the 5<sup>th</sup> day of every month to the Developers until the said property together with the building constructed thereon is transferred to the proposed Society/Association as provided herein, a provisional monthly contribution as decided by the Developers and shall be paid for one year in advance towards the proportionate share that may be ascertained by the Developers (a) Insurance premium for Insuring the said building against fire, not and civil commotion etc. (b) The municipal rates charges, and taxes including collector's charges and all other outgoing that may from time to time be levied on or incurred in respect of the said property (c) the charges for the maintenance and Management of the said building including wages and salaries of watchmen, sweeper bill collector and accountant (d) Electricity charges of common lights, meter pump etc. The said payment shall be on the ad-hoc basis and the Purchasers shall be liable to pay actual proportionate taxes and outgoing. On such lease Deed/ Conveyance Deed being executed the aforesaid deposits shall be transferred by the Developers to the proposed Association/Society as the case may be. However the Developers shall be entitled to deduct there from and appropriated to them any amount that may be due and payable by the Purchasers to the Developers. The Purchasers undertakes to pay such proportionate share of outgoing regularly on the 5<sup>th</sup> day of each and every month in advance.

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27. After the said society/limited company/association the case may be is formed/registered incorporated, the Purchasers will pay their share of the aforesaid outgoings directly to the society/limited company/association.

28. The Purchasers of themselves with the intention to bring all persons into whomsoever hands the said Flat/Shop may come (in accordance with terms of presents) do the hereby covenant with the Developers as follows:

a) To maintain the said Flat/Shop by the Purchasers at their own cost in good tenantable repair and condition from the date of taking possession of the said Flat/Shop is situated, staircase or any passages which may be against the rules, regulations or Bye-Laws of concerned local or any other authority or change/alter or make addition in or to the building in which the said Flat/Shop is situated and in the said Flat/Shop itself any part thereof.

Jimmy K. P. K.

Mukund Thakur

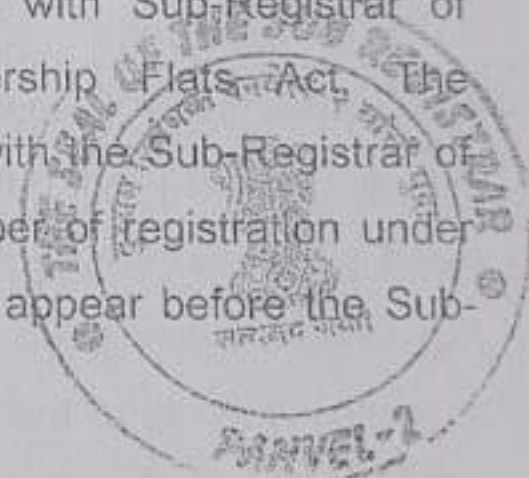
l) Till the Lease of building in which said Flat/Shop is situated is executed the Purchasers shall permit the Developers and their surveyors and agents, with or without workmen and other at all reasonable times, to enter into and upon the said Flat/Shop and buildings or any part thereof to view and examine the state and condition thereof.

29. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise, or assignment in law of the said Flat/Shop or of the said plot and building or any part thereof, the Purchasers shall have no claim save and except in respect of the said Flat/Shop here by agreed to be sold to him and all open spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Developers until the said land and building is transferred to the Society/Limited Company as herein mentioned.

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

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31. It is agreed that this Agreement shall be registered with Sub-Registrar of Assurances as required under Maharashtra Ownership Flats Act. The Purchasers shall lodge this Agreement for registration with the Sub-Registrar of Assurances and inform the Developers the serial number of registration under which it has been lodged to enable the Developers to appear before the Sub-Registrar and admit the execution thereof.



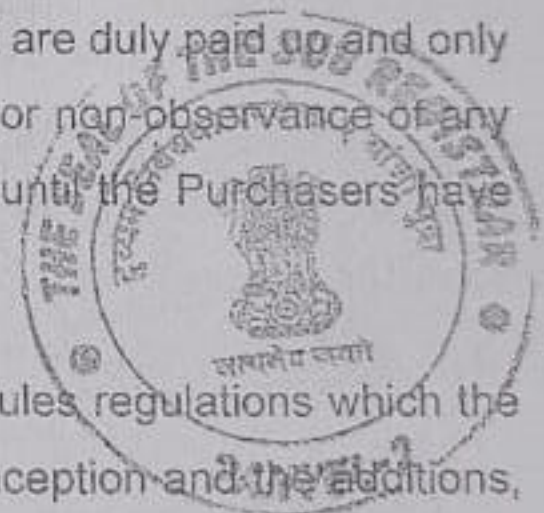
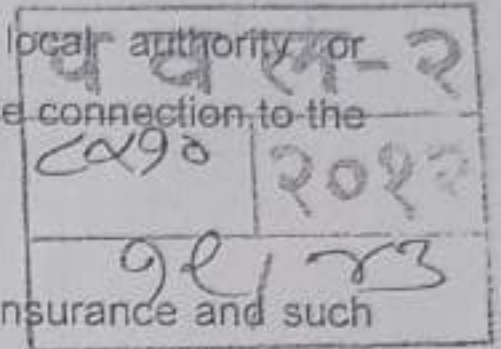
32. If there is any increase in F.S.I. or any other benefits then such increased F.S.I. or such benefits shall go to the Developers and the Purchasers or the members of the Society shall not raise any objections to the Developers utilizing such increased F.S.I. and/or using/appropriating such benefits.

33. The Purchasers hereby agree and bind themselves to pay the stamp duty, Registration Charges, Advocate's fees and other expenses pertaining to this Agreements and also bear and pay their proportionate contributions the Stamp Duty, Registration charges, and other expenses that may have to be paid in respect of the Lease Deed to be executed by the Corporation, in favour of the said Society.

Mukund Thakur

Jayant Patel

- 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 the building in which the said Flat/Shop is situated or any thereof of whereby any increase premium shall become payable in respect of the insurance.
- g) Not to throw dirt, rubbish, garbage or other refuse or permit the same to the thrown from the said Flat/Shop in the compound or any portion of the said land and the building in which the said Flat is situated.
- h) Pay to the Developers within 7 days of demand by the Developers, their share of security deposit demanded by concerned local authority or Government for giving water, electricity or any other service connection to the building in which the said Flat/Shop is situated.
- i) 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 said Flat/Shop by the Purchasers viz use for any purpose/other than for residential purpose. The Purchasers shall not let, sub-let transfer, assign or part with Purchasers interests or benefit factor of this Agreement or part with the possession of the said Flat/Shop until all the dues payable by the Purchasers to the Developers under this Agreement are duly paid up and only if the Purchasers had not been quality of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchasers have obtained prior consent in writing of the Developers.
- j) The Purchasers shall observe and perform all the rules regulations which the Society of the Limited Company may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for protection and maintenance of the said building and the said Flat/Shop therein and for the time being the concerned local authority and of Government and other public bodies. The Purchasers shall also observe and perform all the stipulations and conditions laid down by the Society Limited
- k) Company regarding the occupation and use of the said Flat/Shop in the building and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoing in accordance with the terms of this Agreement.



*James R. Betece*

*Mukund Thakur*

the Purchasers hereby agrees to forfeit all their rights, title and interest in the said Flat/Shop all amount already paid and in such event the Purchasers shall be liable to be immediately ejected as tress-passer but the right given by this clause to the Developers shall be without prejudice to the other rights, remedies and claim, whatsoever at law or under this Agreement of the Developers against the Purchasers.

36. It is expressly agreed by and between the parties hereto that notwithstanding anything herein contained, if the Corporation charges any premium and/or any other amount for the purpose of execution of the deed of lease by the Corporation in respect of the said plot and the building to be constructed thereon in favour of the society to be formed then such premium or other amount shall be borne and paid by the Purchasers. In order to enable the Society to pay any premium and/or any other amount that may be demanded by the Corporation, as aforesaid, the Purchasers hereby agree and bind themselves to pay to the said Society, their share in such premium and/or amount payable to the said Corporation in proportion to which the area of the said Flat/Shop hereby agreed to be acquired by the Purchasers in the said building.

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37. Unless it is otherwise agreed to by and between the parties hereto, the Developers shall within Six Months of the Registration of the Society or Limited Company as aforesaid, cause to be transferred to the Society or Limited Company all the right, title and interest of the Developers by an assignment of the lease of the said land and the said building in favour of such Society or Limited Company as the case may be and such conveyance or assignment of lease shall be in keeping with the terms and provisions of this Agreement.

38. In the event of the society (ies), Limited Company (ies), Incorporated Body(ies) or Condominium of Apartments being formed and registered before the sale and disposal by the Developers of all the Flat/Shop etc. in the said building the powers and authority of the society so formed or the Purchasers and other Purchasers in the said building shall be subject to the overall control of the Developers in respect of any of matters covering the said building the construction and completion thereof and all amenities, appertaining to the same and in particularly the Developers shall have absolute authority and control as regards and unsold said Flat/Shops of which the Agreement are cancelled at any stage for some reason or other and the Developers have the absolute authority regarding the disposal thereof.

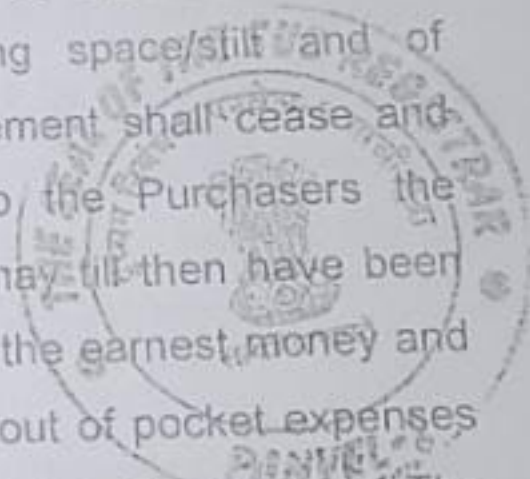
*Shri M. Ramesh*

*Mukul Thakur*

34. The Purchasers along with the other Purchasers of Flat/Shop in the building shall join in forming and registering a Society or a limited Company to be known by such name as the Purchasers may decide for this purpose and also from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation of the society or Limited Company and for becoming a member including the bye-laws of the proposed Society and duly fill in, sign and return to the Developers within fifteen days of the same being forwarded by the Developers to Purchasers. So as to enable the Developers to register the Organization of the Purchasers under Section 10 of the Act within the time limit prescribed by Rule 8 of the Maharashtra Ownership Flats Act 1964. No objection shall be taken by the Purchasers if any changes or modifications are made in the draft/bye-laws or the Memorandum and/or Articles of the Association as may be required by the Registrar of Companies, as the case may be, or by any other Competent Authority.

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35. If the Purchasers neglect, omit or fails in any manner whatsoever to pay to the Developers any of the amount due and payable by the Purchasers under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time herein specified or if the Purchasers shall in any other way fails to perform or observe any of the covenants and stipulations of his part thereto contained or referred to the Developers shall be entitled or re-enter and resume possession of the said Flat/Shop/parking space/stilt and of everything whatsoever therein contained and this agreement shall cease and stand terminated and the Developers shall refund to the Purchasers the installments of sale price of the Flat/Shop etc. which may till then have been paid by the Purchasers to the Developers after forfeiting the earnest money and after deducting there from the administrative expenses, out of pocket expenses and service charges etc as may be determined by the Developers. The Developers shall not be liable to pay to Purchasers and interest on the amount so refunded and upon termination of this agreement and promising to refund the aforesaid amount so refunded and refund the aforesaid amount by the Developers, the Developers shall be at liberty to dispose of and sell the Flat/Shop/parking space/stilt etc. to such person and at such person and at such price as the Developers may be in their absolute discretion think fit. The said amount shall be refunded to the Purchasers only after the said Flat/Shop/parking space/stilt etc. is sold/disposed off. And the Purchasers shall have no claim for refund or payment of the said earnest money and/or the said other amounts and



*[Handwritten signature]*

*Mukund Thakur*

**FIRST SCHEDULE ABOVE REFERRED TO**

(Description of the leasehold land)

All the piece or parcel of Lease hold Plot No. 32, (Under 12.5% Erstwhile Gaothan Expansion Scheme) at Sector No.17, Admeasuring on or about 1599.97 square meters, situated at Village Ulwe, Taluka Panvel and District Raigad and bounded as follows this is to say:

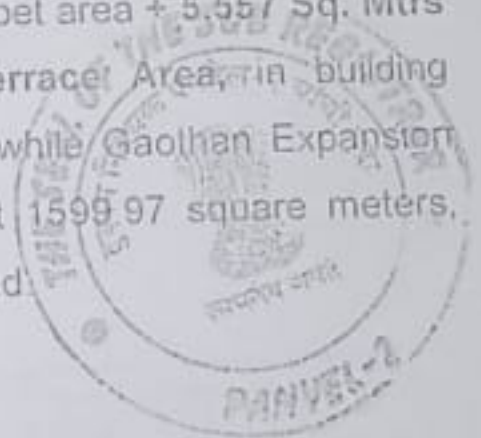
On or towards the North by- Proposed 30 mtrs wide rd  
 On or towards the South by- Plot no. 33  
 On or towards the East by - 35 mtrs proposed channel  
 On or towards the West by - 24 mtrs wide road

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**SECOND SCHEDULE ABOVE REFERRED TO**

(Description of the Flat/Shop)

FLAT NO.1002, 10<sup>th</sup> Floor, admeasuring 46.678 carpet area + 5.557 Sq. Mtrs CB Area + 4.117 FB Area + 4.747 Sq.Mtrs Terrace Area, in building "Laxmina Aurum" at Plot No 32, (under 12.5% Erstwhile Gaothan Expansion Scheme) at Sector No.17, Admeasuring on or about 1599.97 square meters, situated Village Ulwe, Taluka Panvel and District Raigad.

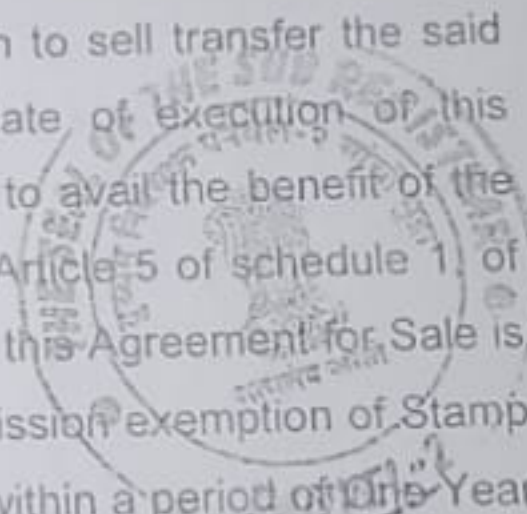
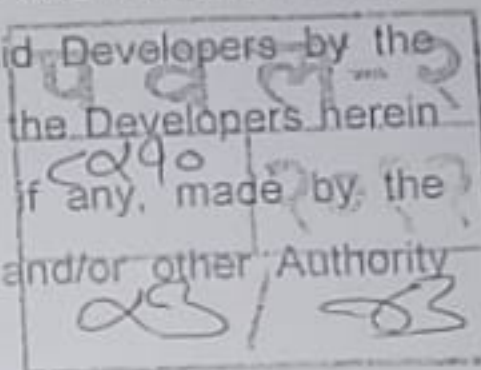


*James N. Patel*

*Mukund Thakur*



39. In the event of the Flat/Shops remaining unsold with the Developers in building/s to be constructed on the said property, the powers and authority of such unsold Flat/Shops in the said building shall be subject to the overall control of the Developers in respect of any of matters covering the said building, the construction and completion thereof and all amenities. The unsold Flat/Shops also mean the Flat/Shops on which the agreement is cancelled at any stage for any reason, and the Developers have the absolute authority regarding the disposal thereof.
40. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats, 1963 and the Maharashtra Flats Rules 1964 and New Bombay Disposal of Lands Regulations 1975 as amended upto date or any other provisions of law applicable thereto.
41. This Agreement also shall always be subject to the terms and conditions of the said Agreement to lease executed in favour of the said Developers by the Corporation as also the Agreement entered into between the Developers herein as mentioned above and the Rules and Regulations, if any, made by the Corporation, and or the Government of Maharashtra, and/or other Authority Governing the said transaction.
42. The Purchasers declare that they have every intention to sell transfer the said Flat/Shop within a period of One Year from the date of execution of this Agreement for sales as the 'Investor Purchasers' and to avail the benefit of the provision of remission of Stamp Duty in terms of the Article 5 of schedule 1 of Bombay Stamp Act 1958. The requisite stamp duty on this Agreement for Sale is being paid by the Purchasers with a right of claim remission exemption of Stamp Duty at the time of sale transfer of the said Flat/Shop within a period of One Year or within such period as may be prescribed from time to time in this regard.
43. All expenses incurred for the preparation of the agreement, the stamp duty and registration charges payable thereon shall be paid exclusively by the Purchasers. It is for the Purchasers to lodge this agreement for registration before the Sub Registrar of Assurance at Panvel within appropriate period by giving prior intimation thereof to the Developers so that the Developers or any authorized person can remain present and sign the same before the Sub Registrar.



*Handwritten signature*

*Handwritten signature: Mukund Thakur*

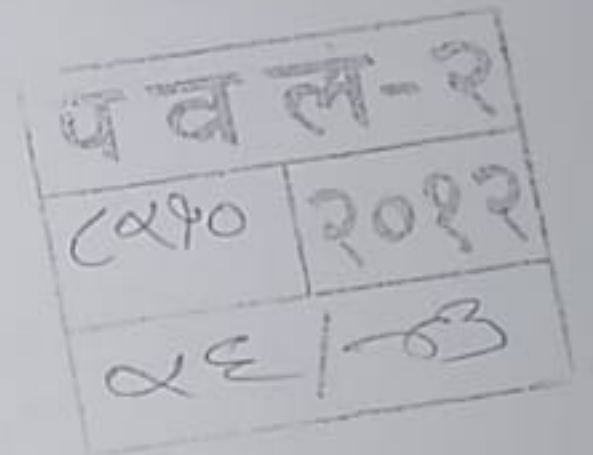
RECEIPT

Received of and from the within named PURCHASERS  
**MRS. RUBY RANI** a Sum of **Rs.15,000,00/- (Rupees Fifteen Lakh Only)**, being the  
 EMD of Flat No.1002, 10<sup>th</sup> Floor, admeasuring 46.678 sq.mtrs Carpet Area, in building  
 "Laxmina Aurum", Plot No.32, (Under 12.5% Erstwhile Gaothan Expansion Scheme) at  
 Sector No.17, Admeasuring on or about 1599.97 square meters, situated Village Ulwe,  
 Taluka Panvel and District Raigad.

Received Amount Details as follows:-

SR. NO	DATE	CHEQUE NO	RECEIVED AMOUNT	BANK NAME
1	27.8.2012	986093	15,000,00/-	State Bank of India
		Total	15,000,00/-	

I Say Received  
 Rs. 15,000,00/-



*Shri. Valji K. Sandha*

SHRI. VALJI K. SANDHA

Partner of

M/S. LAXMINA VENTURES



Witnesses:

- 1)
- 2)

IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL THE DAY AND THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by the ]  
Within named "DEVELOPERS" ]  
M/S. LAXMINA VENTURES, ]  
through its Partners

SHRI. VALJI K. SANDHA *Valji K. Sandha*



In the presence of ]

- 1 M. N. THAKARE *[Signature]*
- 2 R. S. JADHAV *[Signature]*

SIGNED AND DELIVERED by the ]  
Within named "PURCHASER" ]

MRS. RUBY RANI ]

Through her constituted Attorney

MR. MUKUL THAKUR *Mukul Thakur*



In the presence of ]

- 1 *[Signature]* )
- 2 *[Signature]* )

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### AMENITIES

1. Vitrified flooring in entire Flat/Shop and common lobbies
2. Designer wall tiles in toilets
3. Sanitary fittings of reputed make
4. Granite top kitchen platform with S. S. Sink
5. Anodised sliding windows
6. Concealed electrical copper wiring
7. Modular switches
8. AC. Telephone point in all rooms
9. Designer air conditioned entrance lobby
10. Acrylic exterior paint
11. One passenger lift of reputed brand
12. One stretcher lift of reputed brand
13. Dedicated Children's play area
14. Ultra modern gymnasium
15. Club house with indoor games facilities
16. Dedicated Podium walking/jogging track

