

115/32

Color

1-D-32

Kalpataru
AURA

AGREEMENT FOR SALE



Kalpataru Aura Bldg No. 1 A,B,C,D Co - Operative Housing Society Ltd.

C. T. S No. 168 A/A, 168 A/1 to 28, 168 A/31, 168 A/33 & 168 G/1 at L. B. S. Marg, Ghatkopar (W), Mumbai 400086
(Registered under the Maharashtra Co-operative Societies Act, 1960)
Regn No. MUM/ W-N/ HSG/ (TC)/ 10458/ 2011 - 12



Authorised Share Capital of ₹ 4, 00, 000/- Divided into 8, 000 shares of ₹ 50/- each.

SHARE CERTIFICATE NO.193.....

MEMBER 'S REGISTER NO.188.....

This is to Certify that Shri/ Smt./ M/s **MILAN AJIT RANE J/W AJIT TATEBHAOU RANE**.....
..... of Flat No.32..... of Tower No.1D..... named **INDIGO** is the registered
holder of10..... fully paid up shares of Rs. 50 /- each bearing distinctive number from1941..... to
.....1950..... both inclusive in **Kalpataru Aura Building No. 1 A,B,C,D Co - Operative Housing Society Ltd.**
Subject to the bye-laws of the said society.

Given under the Common Seal of the said society at Mumbai this4th.... day ofJanuary..... 20 ..2013..




Chairman


Secretary


Authorised M C Member

MEMORANDUM OF TRANSFERS OF THE WITHIN MENTIONED SHARES

Date of Transfer	Transfer No.	Reg No. of Transferor	To Whom Transferred	Reg No. of Transferee	Authorised Signatory

DO NOT LAMINATE THIS CERTIFICATE



Tuesday, December 29, 2009

12:00:24 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 9498

गावाचे नाव घाटकोपर

दिनांक 29/12/2009

दस्तऐवजाचा अनुक्रमांक

वदर14 - 09461 - 2009

दस्ता ऐवजाचा प्रकार

करारनामा



सादर करणाराचे नाव: मिलन अजित राणे -

नोंदणी फी

30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

2000.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (100)

एकूण

रु.

32000.00

आपणास हा दस्त अंदाजे 12:15PM ह्या वेळेस मिळेल


दुय्यम निवधक

सह दु.नि.का-कुर्ला 4

बाजार मुल्य: 6791225 रु.

मोबदला: 8613430

भरलेले मुद्रांक शुल्क: 413500 रु.

दुय्यम निवधक कुला क्र. 6

पर्वत उदयगिरा जिल्हा.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: बी ओ आय.टाणे ;

डीडी/धनाकर्ष क्रमांक: 006035; रक्कम: 30000 रु.; दिनांक: 24/12/2009



दुय्यम निबंधक: सह दु.नि.का-कुर्ला 4

10/32

दस्तक्रमांक व वर्ष: 9461/2009

नोंदणी 63 म

Tuesday, January 05, 2010

सूची क्र. दोन INDEX NO. II

5:27:26 PM

Regn. 63 m e

गावाचे नाव : घाटकोपर

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणा देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 8,613,430.00
बा.भा. रु. 6,791,225.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णन: विभागाचे नाव - घाटकोपर - कुर्ला , उपविभागाचे नाव - 102/486 A - भूभाग : लाल बहादूर शास्त्री मार्गालगत असलेली मिळकत.-----फ्लॅट नं. 32, 3 रा मजला , डी विंग , बिल्डींग नं. 1 , कल्पतरु औरा, एल.बी.एस. मार्ग , घाटकोपर प. मुं. 86., सिटीएस नं. 168, ए/ए, 168/ए/1 ते 28, 168/ए/31, 168ए/33 व 168 जी पैकी ., स्टिक्ट अधिक 19 मजल्यांची इमारत. एक बेसमेंट कार पार्किंग स्पेस सहित.
(1)बांधीव मिळकतीचे क्षेत्रफळ 94.23 चौ.मी. आहे.
- (3) क्षेत्रफळ
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)-
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मेसर्स कल्पतरु लि.तर्फे केस्टिड्युट अटर्नी शांतिलाल बोहरा यांनी निष्पादित केलेल्या दस्तास कबुली जबाबासाठी मुखत्यार म्हणून श्री. प्रफुल्ल कनोजिया AAACK2108G - ; घर/फ्लॅट नं: -; गल्ली/रस्ता: 91, कल्पतरु साईनर्जी , सांताक्रुझ पू. मुं. 55 ; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) मिलन अजित राणे - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: 86/3, मनिषा नगर , मुंबई -पुणे रोड ,कळवा , ठाणे ; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
(2) अजित तातेभाऊ राणे - -; घर/फ्लॅट नं: -; गल्ली/रस्ता: वरीलप्रमाणे; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: -.
- (7) दिनांक करून दिल्याचा 26/12/2009
- (8) नोंदणीचा 29/12/2009
- (9) अनुक्रमांक, खंड व पृष्ठ 9461 /2009
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 413275.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा



मी लिहिला
मी घाबला
मी रुजवात भेटली

मि. सुनील या
घांता त्यांचे ता 2/12/09
शुभ: दुसरा सकल लिखी.
दिनांक: 01/12/09
सह-दुय्यम निबंधक, कुर्ला-४,
मुंबई उपनगर जिल्हा.

31/12/09 - 29/10/09
41/12/09 - 29/10/09



खरी प्रत
सह-दुय्यम निबंधक कुर्ला-४,
मुंबई उपनगर जिल्हा.

413500



Customer Copy Sr. No.

Pay to: Acct. No. 17537200010056-idbi bank Ac Stamp duty
Date 29/12/09

Type of Document	Special Adhesive
Type of Stamp	
Franking Value	Rs. 413500
Service Charges	Rs. 10
Total	Rs. 413510
Name and address of stamp duty paying party	

Milan Ajit Rane

Cheque / DD No. 66034

Drawn on Bank Bank of India

Signature of Purchaser
(For Bank's Use only)

DC No. _____
Franking Sr. No. _____
Authorised by (Sign., Name & ENR) _____

Date: _____
Stamp: FRANKING ON LTD. 6002 200 9 7
RECEIVED

Please sign and sign declaration printed behind

बदर - ३४
२९ १९

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made at Mumbai this 26 day of December in the Christian Calendar Year, Two Thousand and NINE:

BETWEEN

KALPATARU LIMITED, a company registered under the Companies Act 1956, and having its Registered Office at 91, Kalpataru Synergy, Opposite Grand Hyatt, Santacruz (East), Mumbai - 400055, hereinafter referred to as **'the Developers'** (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title or assigns) of the **ONE PART**;

AND

Mr./Miss./Mrs./Ms. Milan Ajit Rane and Ms. Ajit Tatebraou Rane

a **Company/Firm** having his/her/their address/Registered Office/Principal Place of Business at 86/3, Monisha Nagar, Mumbai-Pune Road, Kalwa, Thane - 400605.

hereinafter referred to as **"the Purchaser"** (which expression shall, unless it be



Authorised Signatory
Borivli Branch

I.D.B.I. Bank Ltd.
Kausubh Park,
Opp. Bhagavati Hospital,
Borivli-400 103.
C.S.No. 107/W.C.R. 1007/04/05/14/15/16/17/18/19/20/21/22/23/24/25

शुद्ध 86831
150708
R. 04135001-P85336
SPECIAL ADHESIVE
DEC 26 2009
12:35
MAHARASHTRA

For Idbi Bank Ltd.

Handwritten signatures and initials: Milan, Ajit, Rane, Tatebraou, etc.

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repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual or individuals, his, her or their respective heirs, executors, administrators and permitted assigns / in the case of a body corporate, its successors and permitted assigns/ in the case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and his, her or their permitted assigns / in case of a Hindu undivided family, the karta and the members for the time being and from time to time of the coparcenary and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and his, her or their permitted assigns / in the case of a trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and his, her or their permitted assigns) of the **OTHER PART**.

In this Agreement, unless the context otherwise implies, the expressions defined hereunder shall have the respective meanings assigned to them:

- (i) The singular wherever used shall include plural and vice versa;
- (ii) The masculine gender used herein shall include the feminine gender, wherever applicable;

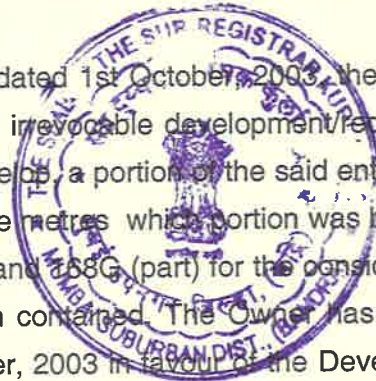
WHEREAS:

A. By virtue of diverse deeds, documents, and acts in Law, the Indian Oxygen & Acetylene Company Limited, presently known as BOC India Limited (hereinafter referred to as "the Owner") were well and sufficiently entitled to non-agricultural freehold land admeasuring about 1,06,482.10 square metres situated at Village Ghatkopar, Taluka Kurla, Mumbai Suburban District in the Registration District and Sub-District of Mumbai City and Mumbai Suburban situated at Lal Bahadur Shastri Marg, Ghatkopar, (West), Mumbai (hereinafter referred to as "the said entire property").

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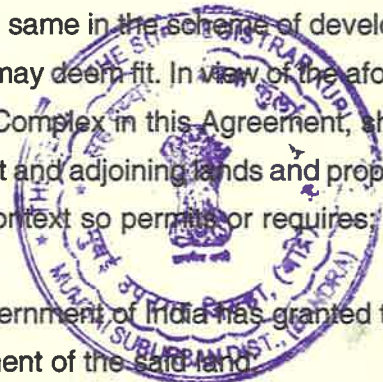
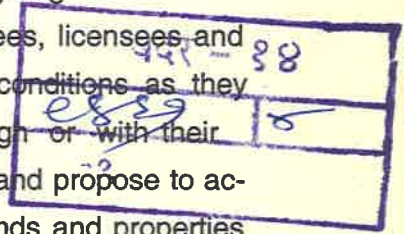
B. By a writing dated 10th March, 1994, executed by BOC India Limited in favour of Tropicana Properties Limited, out of the said entire property, the Owner granted development and/or redevelopment rights to the said Tropicana Properties Limited in respect of the land admeasuring 51,448 sq. metres bearing CTS Nos.168B,168C/1, 168D/34-44, 168D/46-53, 168E, 168E/45, 168E/55-75, 168F/1 and 168G (Part), for the consideration and on the terms and conditions stated therein.

C. By an Agreement for Development dated 1st October, 2003, the Owner has granted to the Developers exclusive irrevocable development/redevelopment rights, authorities and powers to develop a portion of the said entire property, admeasuring about 55,034.10 square metres which portion was bearing CTS Nos.168A, 168A/1- 28, 168A/31-33 and 168G (part) for the consideration and on the terms and conditions therein contained. The Owner has executed a Power of Attorney dated 1st October, 2003 in favour of the Developers. The aforesaid Agreement and the Power of Attorney are valid and subsisting;



D. By an Agreement for Realignment dated 30th June, 2004 made between BOC India Limited therein called "the Owner" of the First Part, Tropicana Properties Limited therein called "Tropicana" of the Second Part and Kalpataru Homes Limited therein called "Kalpataru" of the Third Part, the parties thereto, inter-alia agreed to realign the common boundary line between the above mentioned respective lands of Tropicana and Kalpataru by adjusting and reallocating equal areas from and out of their respective lands as recorded therein. Pursuant to the Agreement for Realignment dated 30th June, 2004; Kalpataru Homes Limited and Tropicana Properties Limited have re-aligned the boundaries of their respective properties and have completed construction of common boundary wall and the description of the property which Kalpataru Homes Limited is now entitled to develop and deal with after the aforesaid re-alignment is as described in the Schedule hereunder written; (hereinafter referred to as "the said land");

- E. The Competent Authority appointed under Urban Land (Ceiling & Regulation) Act, 1976 ("ULCRA") has granted requisite permission for development of the said land;
- F. The Developers propose to develop a portion of the said land by utilising its full potential, including the benefit of F.S.I., D.R. and T.D.R. in a phased manner by constructing thereon a residential Complex to be known as "**KALPATARU AURA**" (hereinafter referred to as "the said Complex") at present consisting of several multistoried buildings comprising flats, units and premises together with provision of parking spaces, open spaces, terraces etc. and other necessary amenities and facilities thereto in accordance with plans approved or to be approved or revised or amended from time to time by the Municipal Corporation of Greater Mumbai (hereinafter referred to as "the Corporation"), for the purpose of selling, leasing or otherwise transferring the same, or giving the same on leave and licence basis, to prospective purchasers, lessees, licensees and other transferees, as the case may be, on the terms and conditions as they may deem fit. The Developers by themselves or through or with their nominee/s or associate or group concern/s are entitled to and propose to acquire and/or develop contiguous, adjoining or adjacent lands and properties and enter into such arrangement or agreement as they may deem fit with the holders thereof and amalgamate such lands and properties with the said land and/or sub-divide the same and/or include the same in the scheme of development of the said Complex in the manner they may deem fit. In view of the aforesaid, reference to the said land and the said Complex in this Agreement, shall be deemed to include the contiguous, adjacent and adjoining lands and properties and construction thereon wherever the context so permits or requires.
- G. The Ministry of Environment and Forests Government of India has granted the requisite environment clearance for development of the said land.
- H. The Developers are entitled to develop the said Complex and the said land by utilising Floor Space Index ("FSI"), Development Rights ("DR") and/or Floor Area Ratio ("FAR") thereof and/or acquiring Transferable Development Rights ("TDR") for utilisation thereon. For the purpose of development the said land has been laid out in a manner whereby due provisions have been made for internal roads, etc. with internal feeder roads giving access to the respective buildings as sanctioned by the Corporation;
- I. The initial development of the said Complex consists of several multistoried buildings, one of the building, being building no. '1' (Wing 'D') on a portion



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of the said land in accordance with the plans approved or to be approved or revised or amended from time to time in respect of the building/s to be constructed on the said Complex. The tentative details whereof, the Purchaser has been made aware of and the said building at present comprising flats, premises and other units together with provision of parking spaces, open spaces, terraces etc. and other necessary amenities and facilities thereto in accordance with plans approved or to be approved or revised or amended from time to time by the Corporation. The location of the said building is shown on the layout Plan, hereto annexed and marked **Exhibit 'A'**;

- J. The Developers propose to provide facility for parking of vehicles in the stilt/s and/or basement/s or earmarked open areas in the said Complex for holders, users, allottees, purchasers as the case may be, on the terms and conditions as the Developers may, in their sole discretion, stipulate from time to time; ३४
- K. The Developers propose to construct recreational facilities and amenities being a Swimming Pool and Club House equipped with recreational facilities on a portion of the said land (hereinafter collectively referred to as "the Club House"). The Club House and other recreational facilities to be located on a portion of the said land and in the said Complex will enure for the benefit of all the purchasers or allottees of flats, units and premises comprising the said Complex in common with all the present and future purchasers and transferees of flats, units and premises constructed or to be constructed on the said land and the adjoining, contiguous and adjacent lands;
- L. The Developers have entered into a standard agreement with Architects registered with the Council of Architects and the Developers have appointed a structural engineer for the preparation of the plans, structural designs and drawings of the said building. The Developers have accepted the professional supervision of the Architect and the Structural Engineer till the completion of the said building/said Complex;
- M. Copy of the Certificate of Title issued by Federal & Rashmikant, Advocates, Solicitors and Notary along with two corrigendums certifying the nature of title to the said land is hereto annexed and marked **Exhibit 'B', Exhibit 'B-1' and Exhibit 'B-2'** respectively. The Purchaser has demanded from the Developers and the Developers have given inspection to the Purchaser of the documents of title, certificate of title and the two corrigendums of Federal & Rashmikant, Advocates Solicitors and Notary, property register cards, building plans approved by the Corporation and all other documents relating to the said land

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 MOF Act") and the rules made thereunder, which is hereby acknowledged and confirmed by the Purchaser;

N. It is an express, essential, vital and integral term and condition of this Agreement that:-

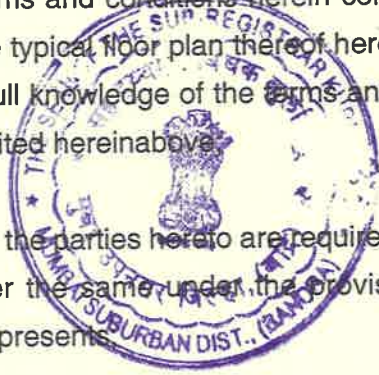
(i) The layout, scheme of development of the said Complex, location and dimension of parking spaces, plans and specifications are tentative. The Developers shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Complex, layout, plans and specifications of the flats and premises in the said building, relocating/realignment of the water, power, sewage, telephone, gas and other service and utility connections and lines, overhead/underground tanks, pumps, open spaces, parking spaces, Club House, recreation areas, garden spaces and all or any other areas, amenities and facilities and / or varying the location of the access to the said building and /or the dimension or location of parking spaces as they may deem fit in their sole and unfettered discretion or if the same is or are required by the concerned authorities;

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(ii) The Developers may, in its sole discretion, form and register one or more associations comprising of purchasers and allottees of the flats, units, premises and parking spaces for one building or any group of building/s in the said Complex or for any wing/s of any building/s therein which may be an association of persons duly incorporated or formed under any law for the time being in force, which may be a company/companies incorporated under the Companies Act, 1956, a co-operative society/societies formed under the Maharashtra Co-operative Societies Act, 1960 and/or an association/associations of apartment owners formed under Maharashtra Apartment Ownership Act, 1970 (hereinafter referred to as "the Corporate Body/s") and if more than one Corporate Body/s is formed and registered as aforesaid, then the Developers may, as it may deem fit, form and register one or more Apex Body/s comprising such individual Corporate Body/s (hereinafter referred to as "the Apex Body") for the management, maintenance, regulation and control of all the common areas, amenities and facilities in the said Complex and for such other purposes as they may decide, subject to any common rights, benefits, easements etc, with other building/s/ structure/s and the purchasers, allottees, lessees, licensees, occupiers etc. therein being reserved and retained as determined by the Promoters in their sole and absolute discretion; and

- (iii) The Developers shall transfer to the Corporate Body/s and/or to the Apex Body, as the case may be, as they may determine in its sole and unfettered discretion, the said building together with earmarked portion of the said land by executing the necessary Deed/s of Conveyance, Lease, Sub Lease, Assignment, Licence and/or Transfer (hereinafter referred to as "the Deed/s of Transfer") in favour of the Corporate Body/s and/or the Apex Body, as the case may be, in the manner described in this Agreement;
- O. The Developers are desirous of selling, transferring or otherwise disposing off flats, units, premises, parking spaces and other areas including open spaces such as terraces appurtenant to or adjoining or abutting and/or above certain premises in or around the said building on what is popularly known as 'ownership basis' and/or otherwise and they are entering into separate agreements for sale, transfer and/or disposal thereof with various purchasers or transferees thereof;
- P. The Purchaser is desirous of purchasing and acquiring from the Developers, a Flat bearing number '32' on the 3rd floor in Wing No. 'D' of the said building No. '1' together with exclusive use of 01 (ONE) ~~open/stilt~~ basement car parking space/s bearing number/s _____ in the said Complex, for the consideration and on the terms and conditions herein contained. The said Flat is shown verged red on the typical floor plan thereof hereto annexed as Exhibit 'C'. The Purchaser has full knowledge of the terms and conditions contained in the said documents recited hereinabove.
- Q. Under the provisions of the MOF Act the parties hereto are required to execute an Agreement for Sale and register the same under the provisions of the Registration Act, 1908, being these presents.
- R. The Purchaser has made the declaration/averments as prescribed under the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Urban Land (Ceiling and Regulation) Act, 1976.

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

1. The parties hereto hereby acknowledge and confirm that the aforesaid recitals form an integral part of this Agreement.
2. The Purchaser hereby agrees to purchase and acquire from the Developers and the Developers hereby agree to sell to the Purchaser, on "ownership" basis,

a Flat bearing number 32 on the 3rd floor in Wing no. 'D' of the said building no. 1 (hereinafter referred to as "the said building") in the said Complex (hereinafter referred to as "the said Flat") having carpet area of about 845 square feet equivalent to about 78.50 square metres shown verged red on the typical floor plan thereof, hereto annexed as **Exhibit 'C'** together with exclusive use of 01 (one) ~~open/stilt~~ basement car parking space bearing number/s _____ (hereinafter referred to as "the said parking space/s"), wherever the context so permits, the said Flat and the said parking space/s are hereinafter collectively referred to as "the said premises"). The proposed carpet area of the said Flat may change ~~as a result~~ of physical variations due to tiling, ledges, plaster, skirting and structural members. The nature, extent and description of the common, limited, restricted amenities, areas and common facilities are set out in **Exhibit 'D'** hereto. The list of amenities pertaining to the said Flat are set out in **Exhibit 'E'** hereto.

3. (A) The Purchaser hereby agrees to pay to the Developers, a sum of Rs. 86,13,430/- (Rupees Eighty Six Lakhs Thirteen Thousand Four Hundred Thirty _____ only) as

lump sum consideration for purchasing and acquiring the said premises from the Developers. The aforesaid consideration amount for the said premises is exclusive of the proportionate price of the common areas, amenities and facilities. The aforesaid consideration amount for the said premises is exclusive of any tax/es, levy/ies, cess/es, impost/s or by whatever name called charged, imposed, levied, payable in respect of the said premises. The Purchaser shall pay the said consideration amount to the Developers in the following manner:-

(i) Rs. 74,02,087/- (Rupees Seventy Four Lakhs Two Thousand Eighty Seven _____ only) on

or before the execution hereof (the receipt whereof, the Developers hereby admit and acknowledge) as earnest money;

(ii) The balance consideration amount of Rs. 12,11,343/- (Rupees Twelve Lakhs Eleven Thousand Three Hundred Forty Three _____ only) shall be paid by the Purchaser to the

Developers in installments within 7 (seven) days from the date of intimation of the Developers demanding payment of installment on occurrence of the events

mentioned against each installment in the manner given below:-

- (a) On _____ ; Rs. _____
(b) On _____ ; Rs. _____
(c) On _____ ; Rs. _____
(d) On _____ ; Rs. _____
(e) On _____ ; Rs. _____
(f) On _____ ; Rs. _____
(g) On _____ ; Rs. _____
(h) On _____ ; Rs. _____
(i) On _____ ; Rs. _____
(j) On _____ ; Rs. _____
(k) On _____ ; Rs. _____
(l) On _____ ; Rs. _____
(m) On _____ ; Rs. _____
(n) On _____ ; Rs. _____

(o) On intimation that the said Flat is ready for ;
occupation (irrespective of the date on which ; Rs 12,11,343/
the Purchaser takes possession thereof)

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3. (B) The aforesaid consideration 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 construction of the said building, common amenities and /or facilities in the said Complex and matters incidental thereto increasing by more than 5% (five percent) by reason of the escalation in the prices or cost of construction of materials, wages of labour, services etc., the Developers shall be entitled to an increment in the consideration to the extent of the increase in the cost of construction as aforesaid as may be certified by the architects of the Developers. Such additional consideration shall be apportioned equally between the unpaid balance installments of the consideration and shall be payable by the Purchaser to the Developers along with such unpaid balance installments of the consideration.

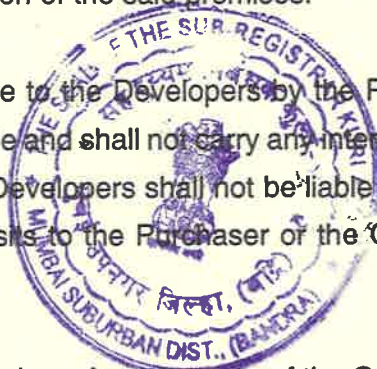
4. (A) The Purchaser shall, within 7 (seven) days from demand being made by the Developers in this regard and in any event prior to taking possession of the said Flat, pay to the Developers, the amounts as may be determined by the Developers towards his share of costs, charges, deposits and expenses (based on the chargeable area of the said Flat, wherever applicable) and the same

shall include:-

- (i) Water supply meter and supply connection.
- (ii) Electric supply meter and supply connection.
- (iii) Gas supply meter & supply connection.
- (iv) For formation/ incorporation and registration of:-
 - (a) the Corporate Body/s.
 - (b) the Apex body.
- (v) For purchase of shares of the Corporate Body/s.
- (vi) Legal charges.
- (vii) Consultancy fees for finalisation of the rateable /other value of the said building, said land and said Complex.
- (viii) Development charges.
- (ix) Infrastructure charges.
- (x) Management fees payable to the Developers or its nominee/s, as applicable.
- (xi) Service tax, works contract tax, and any other tax/es/cess/es,levy/ies, impost/s as applicable.
- (xii) Any other charges / dues as may be applicable and payable at the time of handing over possession of the said premises.

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The amounts paid or becoming payable to the Developers by the Purchaser under this sub-clause are non-refundable and shall not carry any interest. Save and except sub-clause (v) above, the Developers shall not be liable to render any account of such amounts or deposits to the Purchaser or the Corporate Body/s or the Apex Body at any time.





4. (B) The Purchaser shall be liable to bear and pay from the date of the Occupation Certificate in respect of the said Flat (irrespective of whether the Purchaser has taken possession of the said Flat or not, for any reason whatsoever), his share of the outgoings, maintenance charges, property taxes, non-agricultural taxes, rates, taxes, cesses, assessments, insurance premia, parking charges, generator, gas bank and sewage treatment plant, costs of painting the said building, costs, charges and expenses of cleaning and lighting the passages, landings, staircases and common areas, gardens, open spaces and other parts of the said building, the said Complex and the Club House, operation and maintenance and repairs of lifts, water pumps, lights, costs of water, power and utility charges, equipments and other services, salaries of all staff including manager, chowkidars, sweepers, liftmen and gardeners, cost of management and maintenance of common areas, amenities and facilities of the said Complex and such other expenses as are necessary or incidental for maintenance and

upkeep of the said building, the said Complex and the Club House and other charges and levies of like nature, payable in respect of the said premises, the said building, the Club House, the said land and the said Complex, to all government, semi-government, local and public and/or private bodies and authorities, including the Corporation, the Collector and the Developers. For this purpose, the Purchaser shall pay to the Developers, on or before taking possession of the said Flat, his estimated proportionate share thereof (based on the chargeable area of the said Flat), as may be determined by the Developers in their sole and unfettered discretion, in the following manner:-

- (i) Outgoings for 1 (one) year paid in advance in respect of the said Flat.
- (ii) Deposit for outgoings for 1 (one) year, as interest free security deposit in respect of the said Flat.

- (iii) Outgoings for 2 (two) years paid in advance for parking space/s.

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The Developers shall raise bills periodically on adhoc basis on the Purchaser in respect of his proportionate share of these payments and outgoings for the said Flat/said premises (based on the chargeable area of the said Flat), in advance for each month after a period of 12 (twelve) months from the date of the Occupation Certificate and the Purchaser shall duly pay and discharge the same regularly within 7 (seven) days of the date of the bill and the Purchaser shall not withhold the same for any reason whatsoever. In addition to the aforesaid amounts, the Purchaser shall also be liable to bear and pay to the Developers, in respect of the Club House, either a monthly charge, or charges depending on the actual user of each of the amenities and facilities provided in respect of the Club House, as may be determined by the Developers in their sole and unfettered discretion and the decision of the Developers in this regard will be final and binding on the Purchaser. If the Purchaser fails or neglects to pay these charges for any reason whatsoever, the Purchaser shall not be entitled or permitted to use the Club House and recreational facilities. The amounts paid by the Purchaser under this sub-clause, shall not carry any interest and the same shall remain with the Developers until the Deed/s of Transfer is/are executed and the management of the said building, the said Complex and the Club House, as the case may be, is/are handed over by the Developers to the Corporate Body/s and/or the Apex Body as the case may be, whereupon the Developers shall pay over the same, after making deductions and utilising, appropriating and adjusting amounts therefrom or otherwise, to the Corporate Body/s and/or the Apex Body. The Developers shall be liable to render the account of the amounts mentioned in sub-clause (ii) above only to the Corporate

Body/s and/or the Apex Body, as the case may be, and not individually to the Purchaser at any time. The Developers have the sole, absolute and unfettered right to bifurcate, allocate, utilise, incur expenses, spend monies towards maintenance charges and outgoings for the said building and the said Complex. The Developers have the sole and unfettered right to make decisions regarding the type, mode, quality of services to be provided in the said building and the said Complex including for security services, maintenance, cleaning, number of personnel etc.

4. (C) The Purchaser shall, within 7 (seven) days from demand being made by the Developers in this regard and in any event prior to taking possession of the said Flat, pay to the Developers the amounts towards corpus funds as given below (based on the chargeable area of the said Flat, wherever applicable) and the same shall include:-

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- (i) Corpus fund constituted or to be constituted for the said building.
- (ii) Corpus fund constituted or to be constituted for the said Complex and the Apex Body.
- (iii) Corpus fund constituted or to be constituted for the Club House.
- (iv) Corpus fund constituted or to be constituted for the parking space/s.

The aforesaid amounts paid towards corpus funds constituted or to be constituted by the Developers shall not carry any interest and shall remain with the Developers until the Deed/s of Transfer is/are executed and the management of the said building, the said Complex and/or the Club House, as the case may be, is handed over by the Developers to the Corporate Body/s or Apex Body, as the case may be, whereupon the same shall be paid over, after making deductions and utilising, appropriating and adjusting amounts therefrom or otherwise, by the Developers to the Corporate Body/s and/or the Apex Body, as the case may be. The Developers shall be liable to render the account of such corpus funds only to the Corporate Body/s and/or the Apex Body, as the case may be, and not individually to the Purchaser at any time.

4. (D) The Purchaser hereby agrees and undertakes to pay to the Developers on demand or within 7 (seven) days prior to the delivery of possession of the said Flat/said premises whichever is earlier, or whenever deemed fit by the Developers:-

- (i) such amounts as may be determined by the Developers as security for due observance and performance of all obligations of the Purchaser

provided in this Agreement;

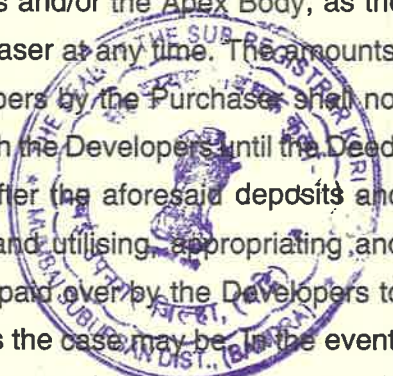
- (ii) such additional amount or amounts as may be determined and/or demanded by the Developers in respect of any additional facilities and/or amenities as may be provided by the Developers in addition to the facilities and/or amenities agreed to be provided under this Agreement, as the Developers may in their sole discretion provide in the interest or better development of the said Complex, and ;
- (iii) any other charges, taxes, levies, imposts, premia, deposits and/or other amounts whatsoever, which are not referred to herein, that may become payable at any time for any reason. The Purchaser shall not be entitled to question the quantum of such amounts nor claim any interest thereon. The decision of the Developers in this regard shall be final, conclusive and binding on the Purchaser who shall not raise any objection or dispute in respect thereof.

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- 4. (E) The Purchaser hereby agrees that in the event of the Developers having paid or being required to pay any amount by way of premium, deposit, betterment charges or development tax and/or any other amounts, charges or taxes payable to any body or authority for grant of any permission, sanction, certification and licence for approval of plans, commencement certificate, occupation certificate or for connection or installation of any utilities or services and/or any other tax or statutory liability or payment of a similar nature, the same shall be reimbursed by the Purchaser to the Developers in proportion to the chargeable area, wherever applicable, of the said Flat or otherwise as may be determined by the Developers and in determining such amount the decision of the Developers shall be conclusive and binding upon the Purchaser who shall not raise any objection or dispute regarding the same.
- 4. (F) In the event of there being any shortfall in any of the amounts, charges, deposits and/ or corpus funds payable and/or paid by the Purchaser and/or any new and/or other charges, taxes, cesses, rates, assessments, deposits, premia and/or for any reason, then the Purchaser shall be liable to bear and pay the same or other amounts whatsoever which are not referred to herein become payable for any reason, then the Purchaser shall be liable to bear and pay the same or his share thereof as may be determined by the Developers in their sole and unfettered discretion, within 7 (seven) days of intimation of the Developers in this regard. The decision of the Developers as regards the amounts, share and/or contribution payable by the Purchaser in this regard, shall be final, conclusive and binding upon the Purchaser, who shall not raise any objection

or dispute regarding the same.

4. (G) The Developers shall utilise the aforesaid amounts and deposits for the purposes for which the same are collected, except in the case of any delay or default made by the Purchaser in making any payment/s under this Agreement, in which case, the Developers will be at liberty and shall be entitled to appropriate and/or adjust monies held for one purpose or on one account with monies due for other purpose/s or on other account/s. The Developers shall maintain a separate account in their books in respect of the sums received by the Developers from the Purchaser in clauses 4(A)(v), 4(B) (ii) and 4(C)(i)(ii)(iii)&(iv) above. The Developers shall be liable to render the account of such amounts and corpus funds only to the Corporate Body/s and/or the Apex Body, as the case may be, and not individually to the Purchaser at any time. The amounts, deposits and corpus funds paid to the Developers by the Purchaser shall not carry any interest and the same shall remain with the Developers until the Deed/s of Transfer is/are executed and only thereafter the aforesaid deposits and corpus funds shall, after making deductions and utilising, appropriating and adjusting amounts therefrom or otherwise, be paid over by the Developers to the Corporate Body/s and/or the Apex Body, as the case may be. In the event, of there being any arrears in payment of any amounts by the Purchaser herein or any other purchaser/s, the Developers shall, before handing over such amounts, retain deposits as aforesaid, appropriate the shortfall from and out of the deposits and other amounts collected from the purchasers and the Corporate Body/s and/or the Apex Body, as the case may be, shall recover the same from such defaulting purchaser/s.

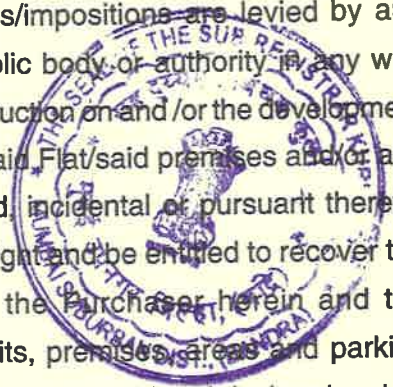


shall recover the same	
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informed the Purchaser	

- 5(A)(i) The Developers have prior to the execution hereof, informed the Purchaser that as per the Trade Circular No.12 T of 2007 issued on 7th February, 2007 in Maharashtra, under the Maharashtra Value Added Tax Act, 2002, the Purchaser is liable to pay the tax in respect of the construction of the building of the said Flat/said premises. The said tax is being contested before appropriate forum by the representative body of the Promoters/ Developers /Builders and therefore the Developers are at present, not collecting the said tax. If the said tax is held liable to be paid, the Purchaser hereby agrees and undertakes to pay the aforesaid tax and/or reimburse such amounts of tax including the interest and / or penalty and/or other incidental charges and costs, if any, in respect thereof, to the Developers, within 7(seven) days of a written demand made by the Developers on the Purchaser. The Purchaser shall not raise any objection or dispute whatsoever to the aforesaid and shall pay such amount/s, if any, in respect thereof, demanded by the Developers in this regard without delay and/ or demur and the Purchaser undertakes and shall keep the Developers fully

indemnified in all respect of all cost, charge etc at all times in respect of the non-payment or delayed payment thereof.

- (ii) The Developers have, prior to the execution hereof, further informed the Purchaser that in the event, any Value Added Tax and/or Goods & Service Tax and/or Service Tax, or any other levy and/or tax /impost by whatever name called is/ are payable or becomes payable in respect of the said Flat/said premises and/or construction on and/or development of the said land or in respect of the sale of the said Flat/ said premises or in the event that there is any liability or any increased or additional liability (directly or indirectly) on the Developers in respect of the aforesaid taxes including the interest or penalty and/or other incidental charges and costs that may be levied or imposed or any of them and/or any other taxes/imposts/impositions are levied by any Government, Semi-Government, local or public body or authority in any way and/or manner whatsoever related to the construction on and/or the development of the said land and/or the said Complex or said Flat/said premises and/or any activity whatsoever comprised therein related, incidental or pursuant thereto, then the Developers shall have the absolute right and be entitled to recover the same proportionately or otherwise, from the Purchaser herein and the purchasers and allottees of all other flats, units, premises, areas and parking spaces in the said Complex. The Purchaser have agreed and declare he shall not raise any objection or dispute whatsoever to the aforesaid and further undertakes to pay without delay or demur, the amount/s as may be claimed or demanded by the Developers in this regard within 7(seven) days of a written demand made by the Developers on the Purchaser in that behalf.



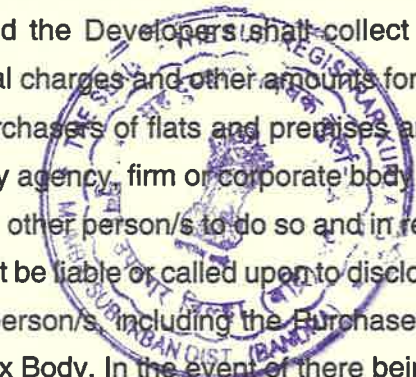
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5. (B) Notwithstanding what is contained in 5(A)(i) and 5(A)(ii), In the event, the Developers apprehend that any Service Tax, Value Added Tax, Goods & Service Tax or like tax/imposts/impositions (herein referred to as "tax/ imposts/ impositions") in respect of the said Flat/said premises, may become payable, then notwithstanding, that the liability to pay such tax / imposts/ impositions (as the case may be) has not crystallised or is contested by the Developers, the Purchaser agrees and undertakes to deposit forthwith such amounts as may be intimated in writing to the Purchaser by the Developers, with any Advocate/ Solicitor as may be nominated by the Developers, who shall hold the said amount in trust for and on behalf of the Purchaser towards such amount of tax/ imposts/ impositions (as the case may be) in respect of the said Flat/said premises. On demand by the Developers, the said Advocate/ Solicitor shall be entitled, without any reference to the Purchaser, to pay to the Developers out of the amount so deposited by the Purchaser, the amount as may be demanded by the Developers

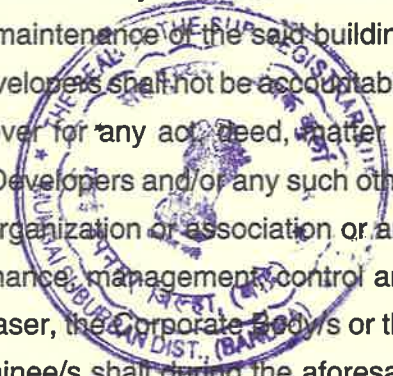
towards the of tax / imposts/ impositions. The said Advocate/Solicitor shall invest the said amount together with amount received in deposit from the other purchasers in a fixed deposit account of any Scheduled Bank or other investments as may considered appropriate by them and the interest/dividend net of tax accruing thereon shall proportionately accrue for the Purchaser's benefit until the deposit amount is applied towards the amount of tax /imposts/ impositions in respect of the said Flat/said premises. The balance amount, if any, left after the final payment/determination of tax/imposts/impositions (as the case may be) will be handed over by the said Advocate/ Solicitor to the Purchaser. In the event, the aforesaid deposit and the proportionate accrued interest/dividend is insufficient to met such tax liability, the Purchaser shall make payment of any such shortfall, without any delay and /or demur within 7(seven) days of a written demand made by the Developers on the Purchaser in that behalf. In the event it is finally determined there is no liability on account of aforesaid tax/imposts/impositions in respect of the said Flat/said premises, then the amount so deposited along with proportionate interest accrued thereon will be handed over by the said Advocate/Solicitor to the Purchaser.

[Handwritten signature]
2002

6. The Developers and/or any person/s appointed by them shall maintain, manage, control and regulate the said building for a period of 1 (one) year from the receipt of the Occupation Certificate and the Developers shall collect contribution towards the outgoings, provisional charges and other amounts for such period from the Purchaser and other purchasers of flats and premises and defray all such outgoings and/or appoint any agency, firm or corporate body or any other organisation or association or any other person/s to do so and in respect of the aforesaid, the Developers shall not be liable or called upon to disclose or render any account whatsoever to any person/s including the Purchaser herein, the Corporate Body/s and/or the Apex Body. In the event of there being any delay beyond the control of the Developers in formation of the Corporate Body/s and/or the Apex Body and/or in execution of the Deed/s of Transfer and vesting of possession, management and control of the said building, the said Complex and the Club House in the Corporate Body/s or the Apex Body/s as envisaged and consequently the Developers being obliged to manage the affairs relating thereto, the Developers shall collect contribution towards the outgoings and other charges from the Purchaser and other purchasers of flats and premises and defray all such outgoings and/or appoint any agency, firm or corporate body or any other organization or association or any other person/s to do so. The Purchaser hereby agrees and consents to the appointment by the Developers (in their sole and unfettered discretion) of any such agency, firm or corporate body or any other organization or association or any other person/s



to maintain, manage, control and regulate the said building, the said Complex and the Club House including the power and authority to collect the entire outgoings, charges and other amounts for such period as the Developers may determine, for such consideration and on such terms and conditions as the Developers may deem fit. It is hereby expressly clarified, agreed and understood that the aforesaid right shall be available to the Developers and they shall be entitled to exercise the same, even if in the meanwhile the Corporate Body/s and/or the Apex Body is/are formed and the Deed/s of Transfer are executed and registered and possession, management and control of the said building, the said Complex and the Club House vests in the Corporate Body/s and/ or the Apex Body, as the case may be. The Purchaser as a prospective member of the Corporate Body/s or the Apex Body, is deemed to have given his consent for confirming such agreement or contract that has or may hereafter be entered into by the Developers for management and maintenance of the said building, the said Complex and the Club House. The Developers shall not be accountable, liable or responsible in any manner whatsoever for any act, deed, matter or thing committed or omitted to be done by the Developers and/or any such other agency, firm or corporate body or any other organization or association or any other person/s in due course of such maintenance, management, control and regulation, to any person, including the Purchaser, the Corporate Body/s or the Apex Body. The Developers and/or their nominee/s shall during the aforesaid period be entitled to charge the Purchaser along with the purchasers of other flats, units and premises in the said building and the said Complex, management fees at the rate of 20 % (twenty percent) on all outgoings and the Developers and/or their nominee/s shall be entitled to appropriate the management fees, and the Purchaser shall not raise any objection, obstruction or dispute the aforesaid on any ground whatsoever.



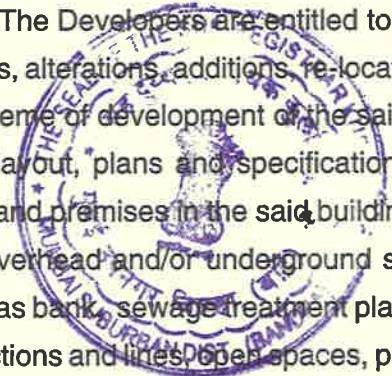
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7. Time for payment of all amounts payable by the Purchaser is of the essence of the contract. It is hereby expressly clarified, agreed and understood that if for any reason whatsoever the Purchaser commits any delay and/or default in payment of any of his dues, then in such event, without prejudice to the Developers other rights and remedies including their right to treat such delay or default as a breach of this Agreement and to cancel, revoke and terminate this Agreement as mentioned hereinafter, the Purchaser shall be liable to pay to the Developers interest at the rate of 21% (twenty one percent) per annum compounded at monthly rests, on the amount of the installment/s, deposits, outgoings and/or other dues in arrears for the period of the delay in payment thereof. In addition to the Purchaser's liability to pay interest as mentioned hereinabove, the Purchaser shall also be liable to pay and reimburse to the Developers, all the costs, charges and expenses whatsoever, including in

respect of any litigation, which are borne, paid and/or incurred by the Developers for the purpose of enforcing any of their claims, rights and/or benefits under this Agreement and/or for enforcing obligations, payments of and recovering from the Purchaser, any amount/s or due/s whatsoever payable by the Purchaser under this Agreement. The Purchaser shall indemnify and keep indemnified the Developers against all payments and charges of whatsoever nature to be made or paid by the Purchaser under this Agreement. The Developers shall have first and paramount charge and lien on the said premises in respect of any amount whatsoever payable by the Purchaser to the Developers under this Agreement. The Purchaser shall not object to or dispute the aforesaid for any reason whatsoever and the Purchaser hereby irrevocably and unconditionally consents to the aforesaid and agrees and undertakes to pay the same.

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8. The Developers shall construct the said building (wherein the said Flat is situated) in accordance with the tentative layout, plans approved by the Corporation, copies whereof, have been furnished to the Purchaser. The Developers have informed the Purchaser that they shall construct a swimming pool and a Club House with recreational facilities. The Developers are entitled and have the express right to make any variations, alterations, additions, re-location, deletions or amendments to or from the scheme of development of the said Complex or any part/s thereof, including the layout, plans and specifications of the said Flat/said premises and other flats and premises in the said building, relocating/realignment of the Club House, overhead and/or underground storage tanks, pumps, water, power, generator, gas bank, sewage treatment plant, telephone, gas and other service utility connections and lines, open spaces, parking spaces and areas, recreation areas, garden spaces and / or varying the location of the access to the said building and/or to make and carry out any variations in the location and/or dimensions of the said parking space/s, without prior notice to the Purchaser as the Developers may deem fit in their sole and unfettered discretion or if the same is required to be made or done for the purpose of meeting any requisition, objection or requirement of the concerned authorities. The Purchaser hereby expressly agrees, undertakes and covenants with the Developers that the Purchaser shall not raise any objections, disputes or requisitions in this behalf and the Purchaser hereby grants his irrevocable and unconditional consent to the aforesaid which shall be deemed to be his consent under Section 7 of the MOF Act.



9. The Purchaser has accepted the title of the Developers as disclosed in the Certificate of Title issued by the Advocate of the Developers and which is annexed hereto as Exhibit 'B' and Two Corrigendums thereto, annexed hereto as Exhibit "B-1" and "B-2" respectively. The Purchaser shall not be entitled to

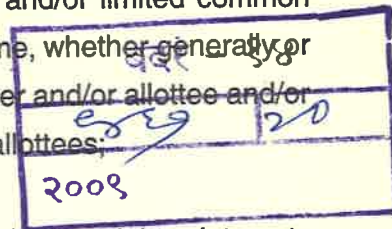
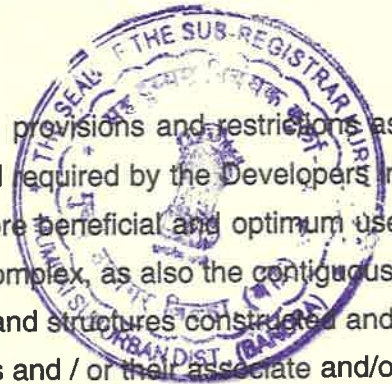
further investigate the title of the said land and hereby undertakes not to raise any objections or requisitions in respect thereof or dispute the same in any manner.

10. The said premises agreed to be sold by the Developers to the Purchaser are expressly subject to the following:-

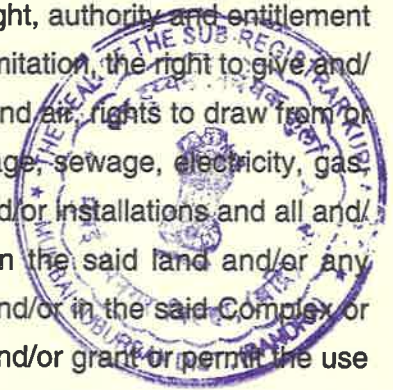
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- (i) The present user of the said Flat is residential;
- (ii) The terms, conditions, covenants, stipulations, provisions and restrictions as have been and may hereafter be specified and required by the Developers in their sole and unfettered discretion, for the more beneficial and optimum use and enjoyment of the facility for parking of vehicles in the said Complex including in the open and/or stilt/s and/or basement/s in the said Complex for holders, users, allottees thereof on the terms and conditions as the Developers may, in their sole discretion, think fit. The parking spaces to be located on the said land and in the said Complex will enure for the benefit of all purchasers, lessees, users of flats, units and premises constructed or to be constructed on the said land and the said Complex. The Developers are entitled to allow use, allot, earmark, transfer, grant rights in respect of parking spaces in the said Complex at such location as they may think fit in favour of such person/s as they may in their sole discretion decide, including to holders, users, allottees thereof, irrespective of the building/s in which the flats, units or premises may be located in the said Complex and on the terms and conditions as the Developers may think fit and the Purchaser for himself and as member of the Corporate Body/s and/or Apex Body hereby agrees, undertakes and covenants not to (i) raise any objection to the aforesaid use, allotment, earmarking, grant of rights in respect of parking spaces, (ii) obstruct or hinder access to parking spaces at all times and (iii) demand or raise any claim/s for separate, special, additional or extra amount, compensation or consideration, fees, charges, premium, donation or otherwise in this regard;
- (iii) All schemes and resolutions affecting or pertaining to the said land or any parts thereof, made or to be made by the Developers and/or any Government, Semi-Government, local or public or private body or authority, as also all the terms, conditions, covenants, provisions, stipulations and restrictions contained in all the orders, sanctions, permissions and approvals granted and/or given and to be granted and/or given by such bodies and authorities in respect of the said land and the development thereof;

- (iv) All the terms, conditions, covenants, stipulations and provisions contained in all the agreements, deeds, documents and writings executed or to be executed by and between the Developers and their predecessors-in-title of the said land and between the Developers and owners or occupiers of contiguous, adjoining or adjacent lands;
- (v) The terms, conditions, covenants, stipulations, provisions and restrictions as have been and may hereafter be specified and required by the Developers in their sole and unfettered discretion, for the more beneficial and optimum use and enjoyment of the said land and the said Complex, as also the contiguous, adjacent or adjoining lands and the building/s and structures constructed and/or to be constructed thereon by the Developers and / or their associate and/or group concern/s, including all or any of the common and/or limited common areas, amenities and facilities in and relating to the same, whether generally or for the benefit and enjoyment of any particular purchaser and/or allottee and/or any particular class or classes of purchasers and/or allottees;
- (vi) All easements and quasi and reputed easements and other rights, interests and benefits, if any, affecting and/or for the benefit of the said land and/or any construction thereon and/or the owners and occupiers of any contiguous, adjoining or adjacent lands and the liability, responsibility and obligation of the Purchaser, the Corporate Body/s and/or the Apex Body, as the case may be, to repair and maintain and/or to contribute to the repairs and maintenance of roads, ways, passages, sewers, drains, gutters, fences, boundary walls and other amenities, facilities and utilities of or affecting the said land and the said Complex. In this regard, the Developers shall not be liable or required to show the creation of, or define or apportion any burden;
- (vii) The right, authority and entitlement of the Developers to change the user of the said land and/or any construction thereon including the said building or the said Complex or any part/s thereof, as may be desired and deemed fit by the Developers in their sole and unfettered discretion, without affecting the user of the said Flat;
- (viii) The express right, authority and entitlement of the Developers to give and/or grant over, upon and/or in respect of the said land and/or any construction thereon including the said building or the said Complex or any portion/s thereof, all rights, interests, benefits, privileges and easements in favour of any person/s whatsoever, including the owners and occupiers of any contiguous, adjoining or adjacent properties, on such terms, conditions and provisions and as may be desired or deemed necessary by the Developers in their sole and unfettered



discretion and/or as may be required by any Government, Semi Government, local or public or private body or authority. This right, authority and entitlement of the Developers shall include, but without any limitation, the right to give and/or grant rights of way and access, rights to light and air, rights to draw from or connect to, as the case may be, all water, drainage, sewage, electricity, gas, power and telephone lines and/or connections and/or installations and all and/or any other facilities, utilities and amenities on the said land and/or any construction thereon including the said building and/or in the said Complex or provided in respect thereof and the right to give and/or grant or permit the use and enjoyment of all or any of the areas, amenities and/or facilities of, provided in and/or relating to the said land and/or any construction thereon including the said building or the said Complex or any portion/s thereof;



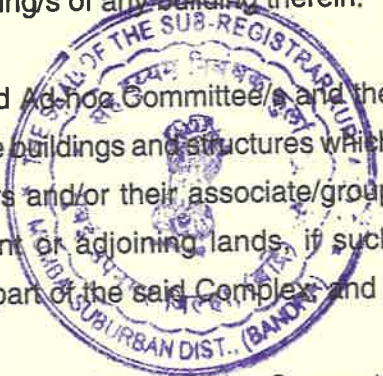
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- (ix) The right, authority and entitlement of the Developers to sub-divide the said land and/or to amalgamate the same with any contiguous, adjoining or adjacent lands and properties, as may be desired and deemed fit by the Developers in their sole and unfettered discretion and/or as may be required by any Government, Semi-Government, local or public or private body or authority;
- (x) All the terms, conditions, covenants, stipulations and provisions contained in the agreement/s, various permissions, special rights and privileges and building/s agreement/s made or executed or to be executed in respect of the flats, units and premises comprising the said building, the said land and the said Complex and all terms, conditions, covenants, stipulations and provisions stipulated or to be stipulated by the Developers in respect of the parking spaces, special rights and privileges, common areas and facilities and amenities provided and to be provided for the benefit of the said land and/or any construction thereon including the said building and/or the said Complex; and
- (xi) The Developers sole and unfettered discretion to and the right to, for reasons of convenience, administration or otherwise, decide and do the following:-
- (a) Form and register one or more Corporate Body/s and Apex Body as aforesaid and as contained in this Agreement.
 - (b) If for any reason whatsoever, it is not possible or advisable to form such Corporate Body/s, the Developers may form and constitute one or more ad-hoc committee/s prior to forming and registering such Corporate Body/s, for the aforesaid purposes. The Developers may form and constitute one ad-hoc committee for the said Complex, or

may form and constitute one ad-hoc committee for one building or any group of buildings therein, or for any wing/s of any building therein.

(c) To form the Corporate Body/s, the said Ad-hoc Committee/s and the Apex Body for and to include therein the buildings and structures which may be constructed by the Developers and/or their associate/group concerns on the contiguous, adjacent or adjoining lands, if such building/s and structure/s are to form part of the said Complex and

(d) Sign and execute the Deed/s of Transfer in favour of the Corporate Body/s and/or the Apex Body, as the case may be, as aforesaid and in the manner described in this Agreement.



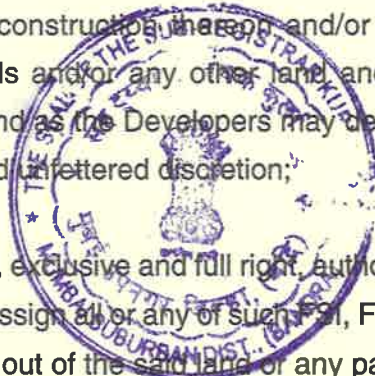
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11.(A) The Purchaser hereby declares and confirms that he is aware and that the Developers have prior to the execution hereof specifically informed him that the Developers have acquired the said land together with development rights, benefits and potential in respect thereof for valuable consideration and therefore, the same absolutely and exclusively belongs to and are vested in the Developers. Such development rights, benefits and potential include the right to use, consume, enjoy, assign and/or transfer the entire FSI, FAR, DR and TDR available in respect of and/or arising out of the said land in any manner and for any purpose, as may be permitted by law, as the Developers desire and deem fit in their sole, absolute and unfettered discretion. Consequent to the aforesaid, it is hereby expressly clarified, agreed and understood that the Developers shall always and at all times (including before and after execution and registration of the Deed/s of Transfer) have the exclusive, absolute, irrevocable, unconditional and unrestricted right to and in respect of and shall be entitled to do and carry out, the following:-

(i) The entire FSI, FAR, DR and TDR, including the unutilised, unconsumed and residual FSI, FAR, DR and TDR, originating from or arising out of or available in respect of the said land and /or the contiguous, adjacent or adjoining lands and/or any other lands and/or properties whatsoever and the entire increased, additional and extra FSI, FAR, DR and TDR which are now available and which may be available or granted and/or sanctioned at any time hereafter in respect thereof, on any account or due to any reason whatsoever, including on account of handing over to the Corporation and/or any other Government or local body or authority, any part/s thereof affected by set-back and/or amenity space requirements and/or regulations and/or affected by any reservation, acquisition and/or requisition and/or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Developers. The Purchaser

herein, the Corporate Body/s and the Apex Body shall not have or claim any rights, benefits or interests whatsoever in respect thereof;

- (ii) The Developers shall have the absolute, exclusive and full right, authority and unfettered discretion to use, utilise and consume the aforesaid FSI, FAR, DR and TDR for construction on or in respect of the said land including for affecting the additional construction thereof, and/or the contiguous, adjacent or adjoining lands and/or any other land and/or property, as may be permitted by law and as the Developers may desire and deem fit and proper in their sole and unfettered discretion;
- (iii) The Developers shall have the absolute, exclusive and full right, authority and unfettered discretion to sell and/or assign all or any of such FSI, FAR, DR and TDR originating from or arising out of the said land or any part/s thereof, to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Developers in their sole and unfettered discretion and as may be permitted by Law;
- (iv) Under the Development Control Regulations, 1991 it is permissible for the Developers to acquire Certificate/s of Development Right/s in respect of land and/or properties and make additional construction on the said land and/or the said building by utilising such development rights. The Developers shall, at all times hereafter including before or after execution and registration of the Deed/s of Transfer have unfettered and unrestricted right to avail of the FSI, FAR, DR and TDR as may be permissible and to obtain the award thereof in the form of FSI, FAR, DR and TDR as permitted under the Development Control Regulations, 1991 and other prevalent rules, regulations or laws and to utilise such FSI, FAR, DR and TDR in any portion of the said land including by raising additional storey/s on the said building; and
- (v) The entire construction effected by the Developers by utilising and consuming the FSI, FAR, DR and TDR as aforesaid, shall be the absolute property of and exclusively belong to the Developers, who shall have the right and be entitled to sell and/or dispose of the same in any manner whatsoever, to any person/s whomsoever, for such consideration and on such terms, conditions and provisions as the Developers may desire and deem fit and proper in their sole and unfettered discretion.



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11.(B) The Purchaser expressly recognizes, confirms, agrees and consents in respect

of the Developer' s rights, benefits and interests as aforesaid, and to what is mentioned hereinabove in clause 11, and the Purchaser, the said Corporate Body/s shall not raise any objection or dispute in respect thereof.

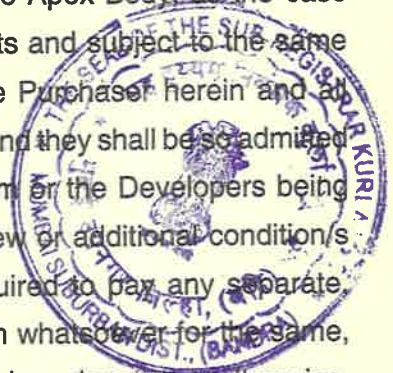
11.(C) The Deed of Transfer shall contain the necessary terms, conditions, covenants and provisions in respect of what is mentioned in this clause, as may be desired and deemed fit by the Developers in their sole and unfettered discretion.

11.(D) The terms, conditions and provisions of this clause 11 shall always be of the essence of the contract.

12.(A) The Developers have the absolute, irrevocable and unconditional right and entitlement to and they may in their sole, absolute and unfettered discretion, effect and/or cause to be effected any extra and additional construction whatsoever on and in respect of the said land including, but not limited to, constructing additional floor/s or extensions on and/or wing/s and/or other extension/s to all or any of the building/s in the said Complex including the said building and/or construct additional and/or other building/s and/or other structure/s on the said land by utilising the FSI, FAR, DR and TDR of the said land and/or the contiguous, adjacent or adjoining lands or properties at any time and/or FSI, FAR, DR and TDR of any other lands or properties at any time, including after the formation and registration of the Corporate Body/s and the Apex Body and after execution and registration of the Deed/s of Transfer, whenever the same is permitted to be constructed by the Corporation and other concerned authorities. Such extra and additional construction is hereinafter referred to as "the additional construction" and the same shall form an integral part of the said Complex and therefore, purchasers and occupants thereof shall be entitled to the use, enjoyment and benefit of all the common areas, amenities, facilities, conveniences and utilities therein and/or thereof. The Purchaser hereby agrees that the additional construction and every part thereof shall be the sole, absolute and exclusive property of the Developers, who shall have the right and be entitled to sell and/or otherwise deal with and dispose of the same in any manner, to any person/s, for such consideration and on such terms, conditions and provisions as they may desire and deem fit in their sole and unfettered discretion and that the entire consideration and income received and/or derived by the Developers in respect thereof shall be the absolute property of and belong to and be appropriated solely by the Developers, who shall not be liable to or called upon to disclose or render any accounts in respect thereof to the Purchaser herein, the Corporate Body/s and/or the Apex Body.

12.(B) The purchasers and allottees of flats, premises, units, areas and parking spaces

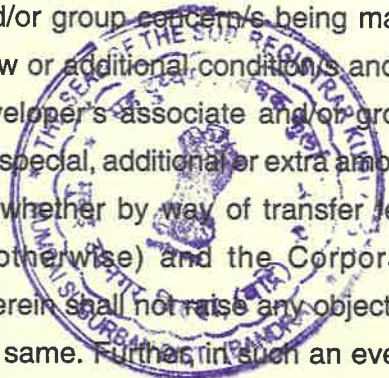
in the additional construction and/or part/s thereof, if the Developers so desire and deem fit in their sole and unfettered discretion, shall be admitted as and made members of the Corporate Body/s and/or the Apex Body, as the case may be, with the same rights, benefits and interests and subject to the same conditions, duties, liabilities and obligations as the Purchaser herein and all other members thereof shall have and be subject to and they shall be so admitted as and made members thereof and/or without them or the Developers being made subject or liable to any separate, special, new or additional condition/s and/or without them or the Developers being required to pay any separate special, additional or extra amount or consideration whatsoever for the same, whether by way of transfer fees and/or charges, premium, donation or otherwise, and the Corporate Body/s, the Apex Body and the Purchaser herein shall not raise any objection or dispute whatsoever to or in respect of the same.



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- 12.(C) The Deed/s of Transfer shall contain the necessary terms, conditions, covenants and provisions in respect of what is mentioned in this clause 12 (A) &(B), as may be desired and deemed fit by the Developers in their sole and unfettered discretion.
- 12.(D) In view of the aforesaid, the reference to the said building or the said Complex in this Agreement, shall wherever the context so permits or requires, include any additional construction.
- 13.(A) The Purchaser hereby declares and confirms that the Developers have prior to the execution hereof, specifically informed him that the Developers and/or their associate and/or group concern/s have acquired and/or are proposing to acquire development and/or other rights, benefits and interests in lands and properties contiguous, adjacent and adjoining the said land whereby the Developers and/or their associate and/or group concern/s is/are and/or will be entitled to and have the right and authority to, inter alia, develop such lands by constructing building/s and structure/s thereon and include the same as part of the scheme of development of the said Complex. The Developers, by themselves or together with their associate and/or group concern/s may if they so desire and deem fit, amalgamate the contiguous, adjacent and adjoining lands and properties with the said land and/or utilise the FSI, FAR, DR and TDR of the contiguous, adjacent and adjoining lands for the purpose of constructing buildings and/or structure/s thereon and/or on the said land or utilise such lands and properties for making provision of parking spaces thereon, and/or may utilise the same for any other lawful purpose, as the Developers and/or their associate and/or group concern/s may in their sole, absolute and unfettered discretion think fit.

13.(B) If the Developers, by themselves or together with their associate and/or group concern/s, decide to construct flats, units, premises, parking spaces, building/s and/or structure/s on the contiguous, adjacent and adjoining lands and properties and/or make provision for parking spaces thereon, the purchasers and allottees thereof, shall if the Developers so desire and deem fit in their sole and unfettered discretion be admitted as and made members of the Corporate Body/s and/or the Apex Body, with the same rights, benefits and interests and subject to the same conditions, duties, liabilities and obligations as the Purchaser herein and all other members thereof shall have and be subject to and they shall be so admitted as and made members thereof and/or without them or the Developers or the Developers associate and/or group concern/s being made subject or liable to any separate, special, new or additional conditions and/or without them or the Developers or the Developer's associate and/or group concern/s being required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees and/or charges, premium, donation or otherwise) and the Corporate Body/s, the Apex Body and the Purchaser herein shall not raise any objection or dispute whatsoever to or in respect of the same. Further, in such an event, the contiguous, adjacent or adjoining lands and properties or any portion/s thereof together with the buildings and/or structures thereon, may also be included along with the said land or any portion/s thereof, in the Deed/s of Transfer to be executed in favour of the Corporate Body/s and/or the Apex Body.



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14.(A) The Purchaser hereby declares and confirms that the Developers have prior to the execution hereof, specifically informed the Purchaser that :-

- (i) Subject to what is specifically mentioned herein in this regard, the Purchaser herein and the purchasers and allottees of the other flats, premises, units and parking spaces in the said Complex, as also the Corporate Body/s and/or the Apex Body shall not be allowed to use or enjoy, or have any benefit in respect of the open spaces, common terraces and the parapet walls or the external walls of any of the building/s and other structures being constructed and to be constructed hereafter on the said land and/or in the said Complex and the same shall always and in perpetuity, absolutely and exclusively be used and enjoyed by the Developers, who shall have the irrevocable and full right, absolute authority and the unfettered discretion to use and enjoy and/or permit to be used and enjoyed the same in any lawful manner and for any lawful purpose, as also to assign and dispose of their aforesaid rights, benefits and interests in respect thereof in any manner they desire and deem fit in their sole and unfettered discretion, for such consideration, on such terms and conditions and to or in

favour of such person/s as the Developers may desire and deem fit in their sole and unfettered discretion. The aforesaid rights and authorities of the Developers shall include, but shall not be limited, to the right and authority to use the same for putting up and displaying hoardings, advertisements and sign-boards, illuminated or otherwise, and neon signs thereon, as also the right and authority to erect cell or mobile phone and telecommunication towers, links, antennae, base stations and dish antennae thereon, along with rooms for attendants;

(ii) The Developers have granted exclusive rights to Durable Trading Company Private Limited for use of open spaces, portion/s of the said building and terrace/s and/or other building/s constructed or to be constructed on the said land and/or in the said Complex for the purpose of setting up communication or information sites or links, equipment, cell site/base station with an attendant room to be constructed for the purpose and to install dish antennae with certain systems and contraption, electric meter rooms, communication links, cables and connection lines on the terms and conditions agreed between them. Durable Trading Company Private Limited shall pay to the Developers or to the Corporate Body/s and/or the Apex Body as the case may be, a sum equal to 25% (twenty five percent) of the balance compensation received after defraying municipal taxes, other taxes and levies, charges and outgoings and proportionately for any part thereof, towards maintenance, utility and service charges including for using the lifts, storage and other facilities in the said building and in the said Complex but only for and during the period which Durable Trading Company Private Limited utilises the terrace/s and any part of the said building and the said Complex as aforesaid;

(iii) The Developers have granted exclusive rights to Yugcharma Real Estate Private Limited for use of open space/s within the said Complex, terrace/s and/or other parts of the building/s / structure/s constructed or to be constructed in the said Complex for the purpose of setting up and displaying hoardings, advertisements and sign boards, illuminated or otherwise, and neon signs thereon and for such purposes to install and provide equipment, electric meter rooms, communication links, cables and connection lines thereon on the terms and conditions agreed between them. Yugcharma Real Estate Private Limited shall pay to the Developers or to the Corporate Body/s and/or the Apex Body as the case may be, a sum equal to 25% (twenty five percent) of the balance compensation received after defraying municipal taxes, other taxes and levies, charges and outgoings and proportionately for any part thereof, towards maintenance, utility and service charges for using the lifts, storage and other facilities in the said building and the said Complex but only for and during the

period which the Yugdharma Real Estate Private Limited utilises the open spaces, terrace/s and other areas and any part of the said building and the said Complex, as aforesaid;

(iv) The Purchaser, the Corporate Body/s and the Apex Body shall not raise any obstruction or interfere with the rights, powers and authorities of the Developers and Durable Trading Company Private Limited and/or Yugdharma Real Estate Private Limited in this regard. However any rates, charges or taxes or any other levies charged, imposed or levied by the Corporation, local or public or private bodies or the government (Central and State) or any other concerned authorities for and in respect of the aforesaid use, enjoyment and benefit of the terraces and other areas of the said Complex by Durable Trading Company Private Limited and/or Yugdharma Real Estate Private Limited, the same shall be borne by Durable Trading Company Private Limited and /or Yugdharma Real Estate Private Limited but they shall however not be liable to pay any outgoings of any nature including the proportionate ground rent or maintenance charges for retention, enjoyment and use of the terraces and/or other areas of the said Complex;

(v) The Developers and/or Durable Trading Company Private Limited and/or Yugdharma Real Estate Private Limited and/or their respective nominee/s, successors and assigns shall, if permissible, be entitled and have the right to become members of the Corporate Body/s and/or the Apex Body in respect of the aforesaid areas, with the same, to the extent permitted by law, rights, powers and authorities and subject to the same obligations and liabilities, as the Purchaser herein and all other ordinary members thereof;

(vi) Consequent upon the aforesaid, the workmen, staff, employees, representatives and agents of the Developers and/or Durable Trading Company Private Limited and /or Yugdharma Real Estate Private Limited shall at all times have the right and authority to enter into and upon the said building, the said land and the said Complex, for the purpose of access to and from the said open spaces, common terraces, parapet walls, external walls and other areas and to apply for, lay down, install and connect electric, communication and utility lines, cables and meters and to do and carry out all other work, acts, deeds and things thereon/ therein and in respect thereof as the Developers and/or Durable Trading Company Private Limited and/or Yugdharma Real Estate Private Limited may desire and deem fit in their sole and unfettered discretion; and

(vii) The Corporate Body/s and/or the Apex Body acting through their officers and servants shall be permitted to and shall have the access to all such open spaces,

common terraces, parapet walls and external walls for the purpose of accessing any common amenities and facilities situated thereon pertaining to the said building and/or other building/s or structure/s in the said Complex, such as overhead or underground water tanks, meter rooms and lift machine rooms, generator, sewage treatment plant as also for the purpose of carrying out repairs and maintenance of the terraces, walls and the said building and for all other purposes similar, related and incidental thereto.

14.(B) The Purchaser has expressly, irrevocably and unconditionally agreed and consented to what is mentioned in sub-clause (A) hereinabove, and the Purchaser, the said Corporate Body/s and/or the Apex Body shall not raise any dispute or objection whatsoever to or in respect of the same. It is expressly clarified, agreed and understood that strict compliance of the terms, conditions, covenants, stipulations and provisions of this clause on the part of the Purchaser, the said Corporate Body/s and/or the Apex Body shall be of the essence of the contract, and that on the basis of the Purchaser, the said Corporate Body/s and/or the Apex Body agreeing and undertaking to strictly comply with and observe the terms, conditions, covenants, stipulations and provisions of this clause, the Developers have entered into this Agreement.

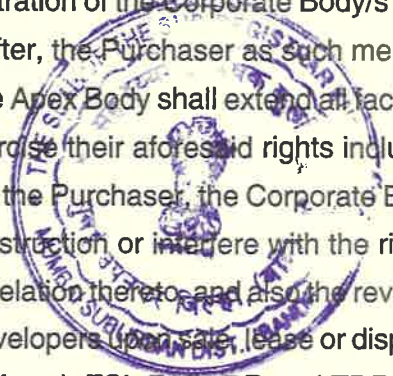
14.(C) The Deed/s of Transfer shall contain the necessary terms, conditions, covenants and provisions in respect of what is mentioned in this clause, as may be desired and deemed fit by the Developers in their sole and unfettered discretion.

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15. The Developers hereby agree to observe, perform and comply with all terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned authorities at the time of sanctioning the plans of the said building and shall before handing over possession of the said Flat to the Purchaser, obtain from the concerned authorities the occupation certificate in respect thereof.

16. The Purchaser has given and granted to the Developers, his specific, full, free, irrevocable and unqualified consent and permission for carrying out and implementing the scheme of development of the said Complex and to the alteration, variation, amendment and modifications thereof and in the layout, plans and specifications thereof and for making additional construction, as may be deemed necessary by the Developers in their sole and unfettered discretion, after having fully understood the same and satisfied himself thereof. The Purchaser, the Corporate Body/s and the Apex Body shall not raise any dispute or objection to the Developers and/or their nominees in implementing the scheme of development or making and effecting such additional construction on any

ground whatsoever, including that of nuisance or annoyance etc., and the Purchaser, the Corporate Body/s and the Apex Body shall extend all co-operation, assistance and facilities to the Developers in respect thereof at all times hereafter, even after entering into occupation of the said premises, and the Purchaser, the Corporate Body/s and the Apex Body shall not raise any dispute or obstruction or interfere with the benefits, rights, powers, discretions and authorities of the Developers in relation to the said FSI, FAR, DR and TDR and the utilisation, consumption and transfer of the same including the right of the Developers to deal with or dispose of the same in such manner as the Developers may deem fit. The Deed/s of Transfer shall contain necessary covenants in favour of the Developers in respect thereof. The Purchaser hereby further agrees that after formation and registration of the Corporate Body/s and/or the Apex Body and at all times thereafter, the Purchaser as such member thereof and the Corporate Body/s and/or the Apex Body shall extend all facilities to the Developers for enabling them to exercise their aforesaid rights including for making such additional construction and the Purchaser, the Corporate Body/s and the Apex Body shall not raise any obstruction or interfere with the rights, powers and authorities of the Developers in relation thereto, and also the revenue and/or income received or derived by the Developers upon sale, lease or disposal of such entire additional construction and of such FSI, FAR, DR and TDR, and the Developers shall be entitled to utilise and/or avail of power and water supply from connections, lines or storage tanks and other conveniences and amenities for the aforesaid purposes and the Purchaser hereby consents to the same.

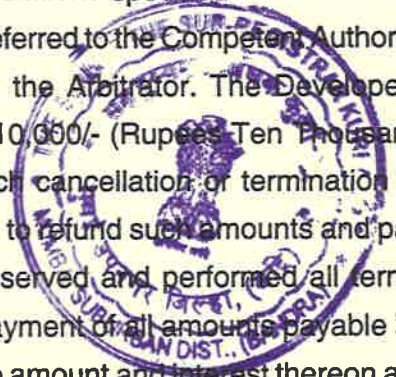


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17. The entire revenue and income received or derived by the Developers in respect of the said Complex or the rights granted in favour of Durable Trading Company Private Limited and/or Yugdharma Real Estate Private Limited or the entire construction, including additional construction, carried out on the said land and/or in the said Complex by utilising and consuming the FSI, FAR, DR and TDR or upon sale, transfer, assignment and/or disposal thereof, shall be the absolute property of and exclusively belong to and be appropriated by the Developers, who shall not be liable to or called upon to disclose or render any account/s in respect thereof to the Purchaser herein, the Corporate Body/s and/or the Apex Body. The Developers shall not be liable to pay or grant any compensation, charges or other amount whatsoever or rebate in consideration in respect of the aforesaid or on variation in the scheme of development, plans, specifications and/or layout to the Purchaser herein, or to the purchasers or allottees of any other flats, premises, units or parking spaces in the said Complex, or to the Corporate Body/s or to the Apex Body. The Purchaser, Corporate Body/s and the Apex Body shall not be entitled to nor demand any compensation or rebate

on account of any of the aforesaid or otherwise.

18.(A) Subject to what is mentioned herein, the Developers shall endeavor to give possession of the said Flat to the Purchaser on or about 31st March 2010. If the Developers fails or neglects to give possession of the said Flat to the Purchaser on account of reasons beyond the control of the Developers and their agents as per the provisions of section 8 of the MOF Act, by the aforesaid date or the date/s prescribed in section 8 of the MOF Act, then the Developers shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the said Flat, with simple interest at 9% (nine percent) per annum, from the date/s the Developers received the amounts till the date the amounts and interest thereon are repaid, provided that by mutual consent it is agreed that any dispute as to whether the stipulations specified in section 8 of the MOF Act have been satisfied or not, will be referred to the Competent Authority as specified in the MOF Act, who will act as the Arbitrator. The Developers shall also pay to the Purchaser, a sum of Rs.10,000/- (Rupees Ten Thousand only) as liquidated damages in respect of such cancellation or termination of this Agreement. The Developers shall be liable to refund such amounts and pay interest thereon only if the Purchaser has observed and performed all terms and conditions of this Agreement and made payment of all amounts payable by him on their respective due dates. Till the entire amount and interest thereon are refunded by the Developers to the Purchaser, they shall, subject to prior encumbrances, if any, be a charge on the said Flat, PROVIDED THAT, the Developers shall be entitled to reasonable extension of time for giving delivery of the said Flat after the aforesaid date, if the occupation certificate of the said building in which the said Flat is to be situated is delayed on account of all or any of the following reasons:-



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- (i) Non-availability of steel, cement, other building materials, water or electric supply/connection, or drainage/sewage connection;
- (ii) War, civil commotion or act of God;
- (iii) Any notice, order, rule, regulation, notification or directive of the Government and/or any local or public or private body or authority or any other competent authority or any Court or Tribunal or any quasi-judicial body or authority;
- (iv) Force majeure circumstances or conditions, or other causes beyond the

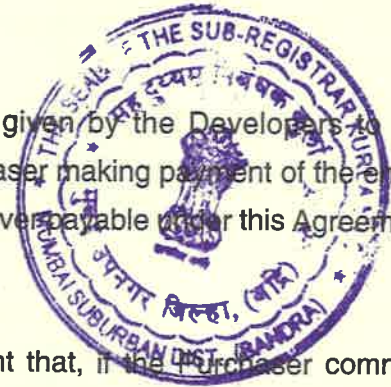
control of or unforeseen by the Developers or their agents, including strikes or other agitation by the workers, employees or labourers of the Developers or the contractors or suppliers; and/or

- (v) Delay in issue of the Occupation Certificate and/or any other certificate and /or grant of any permission, sanction, approval and/or order, as may be required in respect of the said building, by the Corporation or any other concerned authority.

18.(B) The Purchaser shall take possession of the said Flat within 15 (fifteen) days of the Developers giving written notice to the Purchaser intimating that the same are ready for use and occupation.

18.(C) The possession of the said Flat shall be given by the Developers to the Purchaser after 7 (seven) days of the Purchaser making payment of the entire consideration and all other amounts whatsoever payable under this Agreement actually received by the Developers.

18.(D) It is an express condition of this Agreement that, if the Purchaser commits default in payment of any of the said amounts on their respective due dates as aforesaid, the Developers shall not be liable or responsible for delay in completing the said building and/or in handing over possession of the said Flat to the Purchaser on the date specified hereinbefore, escalation in costs of construction materials, administrative costs and /or delay in payment of other costs, charges and expenses.



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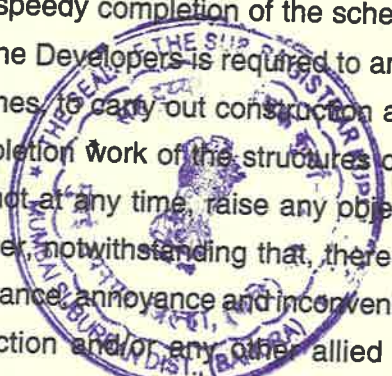
19. Subject to what is specifically mentioned herein in this regard, upon the Purchaser taking and/or accepting possession of the said Flat, the Purchaser shall be deemed to have taken full, complete and detailed inspection of and approved of the said premises in all respects and the same shall be deemed to have been completed in all respects in accordance with the terms and conditions of this Agreement and consequently, the Purchaser shall have no claim or demand against the Developers in that regard, including in respect of any finishing, fixtures, fittings, amenities, specifications or any other items of work in the said premises and the Developers shall be discharged from their liabilities, responsibilities and obligations with regard to the same.

20. The Purchaser shall use the said Flat or permit the same to be used only for the purposes allowed by the concerned authorities and shall use the said parking space or permit the same to be used only for the purpose of keeping and parking the Purchaser's own light motor vehicle. The Purchaser shall park his light

motor vehicle only at his designated place and not elsewhere in the said Complex. The Purchaser shall not use or permit to be used the said premises or any part thereof for any illegal or immoral purpose.

21. The Purchaser with the intention to bind all persons into whosever's hands the said premises may come, hereby agrees, undertakes and covenants with the Developers as follows:-

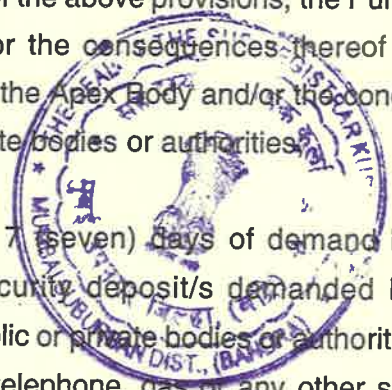
(a) The Purchaser is aware that the Developers shall implement the scheme of development of the said Complex in phases. The Developers has informed the Purchaser that for the speedy completion of the scheme of development of the said Complex, the Developers is required to and the Developers shall be entitled at all times to carry out construction and/or any other allied work including completion work of the structures on the said Complex, the Purchaser shall not at any time, raise any objection, obstruction on any ground whatsoever, notwithstanding that, there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or any other allied work including completion work of the structures on the said Complex. The Purchaser shall not interfere with the rights, powers and authorities of the Developers in respect of implementing the scheme of development of the said Complex. The Purchaser hereby acknowledges, accepts and irrevocably consents to the aforesaid and the Purchaser do hereby undertakes to co-operate with and render all assistance to the Developers in respect of the development of the said Complex.



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(b) To maintain the said premises at the Purchaser's own costs and expenses in good and tenantable repair and condition from the date the possession of the said premises is offered and shall not do or suffer or permit to be done anything in or to the said building in which the said Flat is situated, or to the staircases, landings, lobbies, passages, lifts or other common areas, amenities and facilities therein or pertaining thereto, which may be against the rules, regulations or bye-laws of the Corporate Body/s, the Apex Body or the Developers or the concerned government, local or public or private bodies or authorities, or change, alter or make any addition in or to the said Flat or to any part of the said building in which the said Flat is situated and in the event, of the Purchaser contravening any of the aforesaid provisions, the Purchaser shall be responsible and liable for the consequences thereof;

- (c) To carry out at his own costs and expenses, all internal repairs to the said Flat and maintain the same in the same condition, state and order in which the same was delivered by the Developers to the Purchaser and the Purchaser shall not do or suffer or permit to be done anything in or to the said Flat or in or to the said building, which may be against the rules, regulations and bye laws of the Corporate Body/s, the Apex Body or the Developers or the concerned government, local or public or private bodies or authorities and in the event of the Purchaser doing or committing any act, deed or thing in contravention of the above provisions, the Purchaser shall be responsible and liable for the consequences thereof to the Developers, the Corporate Body/s, the Apex Body and/or the concerned government, local or public or private bodies or authorities.
- (d) To pay to the Developers within 7 (seven) days of demand by the Developers, his share of the security deposit/s demanded by the concerned government, local or public or private bodies or authorities, for giving water, drainage, electricity, telephone, gas or any other service/ utility connection to the said building in which the said Flat is situated;
- (e) To bear and pay proportionately or otherwise, as may be required, all increases in the rents, rates, taxes, cesses, assessments, water charges, insurance premia and other levies, if any, which are imposed by or payable to the concerned government, local or public or private bodies or authorities, the insurance company and/or any other persons in respect of the said building and/or the said land and/or structures thereon and/or the said Complex. However, if any such increases are imposed on account of or arise due to any change made or permitted to be made in the user of the said Flat by the Purchaser, i.e. user other than the user stipulated herein, then the Purchaser shall be solely liable to bear and pay the entire amount of such increase/s;
- (f) To observe, perform and comply with all the rules, regulations and bye-laws which the Developers may specify and those which the Corporate Body/s and the Apex Body may adopt or frame at its/their inception and the additions, alterations or amendments thereto that may be made from time to time, including those for protection and maintenance of the said building and structures in the said Complex and the flats, units and other premises therein and for the observance, performance and compliance of the building rules, regulations and bye-laws for the time being of the concerned government, local and public or private bodies and authorities. The Purchaser shall also observe, perform and comply with all the



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stipulations, terms and conditions laid down by the Developers, Corporate Body/s and the Apex Body regarding the occupation and use of the said Flat and the said parking space and regarding the use of all common areas, amenities and facilities in the said Complex and the Purchaser shall pay and contribute regularly and punctually towards all the rents, rates, taxes, cesses, assessments, levies, expenses and all other outgoings in accordance with the terms and conditions of this Agreement;

- (g) To co-operate with and give and render all assistance and facilities to the Developers and to do and perform all acts, deeds, things and matters, as may be required by the Developers from time to time and at all times hereafter, including to sign, execute and admit execution of all necessary writings, documents as may be required by the Developers, within 7 (seven) days of the Developers intimation thereof and to attend the Developers office in this regard, for the purpose of exercising, enjoying and effectuating the Developers authorities, powers, rights, benefits and interests in respect of and/or relating to the said land and/or the said Complex, including as mentioned in this Agreement and for enforcing and putting into complete effect the terms, conditions and provisions of this Agreement and all related or incidental documents and writings and so as to enable the Developers to carry out and complete the development of the said land or the said Complex and the contiguous, adjacent and adjoining lands in the manner that may be desired and deemed fit and as envisaged by the Developers in their sole and unfettered discretion, including as mentioned in this Agreement;
- (h) To carry out permissible alterations in the said Flat only after approval and submission of plans and specifications thereof to the Developers, the Corporate Body/s and/or the Apex Body and obtaining their prior written approval in respect thereof;
- (i) To paint, repair, water proof and refurbish the said building, the said Complex and the Club House every 3 (three) years and do all other acts and things for the upkeep and maintenance thereof and to bear and pay the proportionate costs, charges and expenses thereof as the Developers may in their sole and unfettered discretion determine and to extend all co-operation, assistance and facilities for the same;
- (j) To install air-conditioner/s only in the space/s provided in the said Flat for the same. If the Purchaser desires to install split air-conditioner/unit/s or air-conditioner/s of a type which or any part, unit or component of which

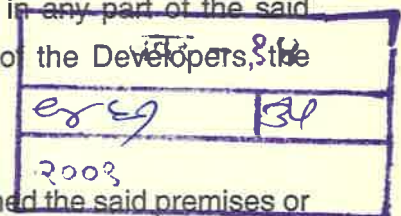
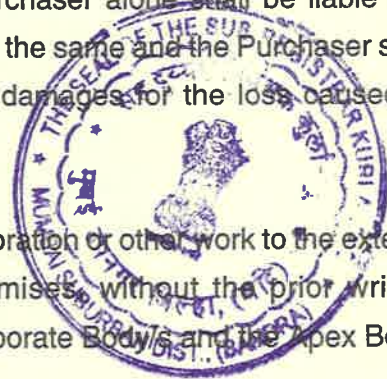
will protrude/project substantially outside the said Flat, or be required to be affixed/installed outside the said Flat, then the Purchaser shall install/affix the same only after obtaining the Developers prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Developers in respect of the same;

- (k) To permit, until the Deed/s of Transfer are executed, the Developers and their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, at all reasonable times, to enter into and upon the said Flat or any part thereof, to view and examine the state and condition thereof and/or for the purpose of carrying out the service, repairs, upkeep, cleaning and maintenance of the said building or any part thereof, including all drains, pipes, cables, wires, gutters and other fixtures, fittings, utilities, conveniences, amenities and facilities belonging, serving or appurtenant thereto, as also for the purpose of making, laying, installing and/or affixing additional, new and other fixtures, fittings, utilities, conveniences, amenities, facilities and services in, through, over or outside the said Flat for the benefit of the said building or the said Complex, as also for the purpose of disconnecting or cutting off supply of water and electricity to the said Flat and/or any other flats and premises in the said building, in respect whereof, the Purchaser herein and /or the owner/s or occupier/s of such other flats and premises, as the case may be, shall have made delay/default in making payment of his share or contribution of the water and electricity charges and/or any other amount/s or outgoing/s. The Purchaser shall not obstruct or hinder the Developers, their architects, engineers, surveyors, contractors, agents and employees, with or without workmen and others, in carrying out their duties. The Purchaser shall rectify and make good all defects, decay, want of repairs and unauthorized changes within 7 (seven) days from the date of receipt of a written notice from the Developers in that regard;

- (l) Not to store in the said Flat/said premises any goods, objects or materials which are of hazardous, combustible or dangerous nature, or are so heavy as to damage the construction or structure of the said building in which the said Flat is situated, or the storing of which goods, objects or materials is objected to or prohibited by the Corporate Body/s, the Apex Body or the Developers or the concerned government, local or public or private bodies or authorities and shall not carry or cause or permit to be carried heavy packages to upper floors which may damage or is likely to damage the lifts or the entrances, staircases, common passages or any other structure

or part of the said building in which the said Flat is situated and in case any damage is caused to the lifts and/or to the said building or any part thereof and/or to the said premises, on account of any negligence or default of the Purchaser or his servants, agents, contractors, workmen, employees, visitors or guests, the Purchaser alone shall be liable and responsible for all the consequences of the same and the Purchaser shall be liable and responsible to pay the damages for the loss caused or suffered;

- (m) Not to do or carry out any painting, decoration or other work to the exterior of or outside the said Flat/said premises, without the prior written permission of the Developers, the Corporate Body/s and the Apex Body;
- (n) Not to affix/install any sign, name or display boards, or any hoardings or neon lights in or about the said building and/or in any part of the said Complex, without the prior written permission of the Developers, the Corporate Body/s and the Apex Body;
- (o) Not to demolish or cause or permit to be demolished the said premises or any part thereof, nor at any time make or cause or permit to be made any additions or alterations of whatever nature in or to the said premises or any part thereof, nor any alteration in the elevation or outside colour scheme of the said building in which the said Flat is situated and the Purchaser shall keep the portion, sewers, drains and pipes in the said Flat and appurtenances thereto in good and tenantable repair, order and condition and in particular, so as to support, shelter and protect the other parts of the said building in which the said Flat is situated and shall not chisel or in any other manner cause any damage to the columns, beams, walls, slabs, flooring or RCC part or other structural members in the said Flat, without the prior written permission of the Developers and the Corporate Body/s and the Apex Body and wherever necessary, without the prior written permission of the concerned government, local or public or private bodies and authorities;
- (p) Not to cover or enclose in any manner whatsoever, the open terrace/s, the open balcony/balconies or other open space/s (if any) forming a part of or appurtenant to the said Flat as also the said parking space. If the Purchaser desires to affix/install grills to the windows of the said Flat, or grill/s or safety door/s to the main door/s of the said Flat, then the Purchaser shall obtain the prior written permission of the Developers to do so and



shall ensure that the designs and position thereof are strictly in accordance with the designs, specifications and permission given by the Developers in that regard;

- (q) Not to hang clothes, garments or any other thing from the windows, balcony/ balconies or terrace/s of or appurtenant to the said Flat;
- (r) Not to do or permit or suffer to be done any act, deed, matter or thing which may render void or voidable any insurance of the said land and/or the said building and/or the other structures on the said land or any part/s thereof, or whereby or by reason whereof any increased premium shall become payable in respect of the insurance and the Purchaser shall reimburse the additional premium which may be charged or become payable or which may be claimed by the insurance company, if the same is directly or indirectly attributable or due to any violation or breach of the aforesaid condition on the part of the Purchaser;
- (s) Not to throw dirt, rubbish, rags, garbage or other refuse, or permit the same to be thrown from the said Flat/said premises in the compound or any portion of the said land, the said building in which the said Flat is situated and the said Complex;
- (t) Not to do or perform, or cause/permit to be done or performed, any act, deed, matter or thing which may or is likely to cause nuisance, disturbance or annoyance to the owners or occupiers of any other flats, premises, units, areas and/or parking spaces in the said Complex and /or to the owners or occupiers of any adjacent, contiguous or adjoining properties;
- (u) Not to transfer, assign, give on leave and licence, caretaker, paying guest or tenancy basis or induct any person/s into or part with the said Flat/said premises and/or the Purchaser's right, interest or benefit under this Agreement or part with the possession of the said Flat/said premises without the prior written consent of the Developers until the execution of the Deed/s of Transfer. The Developers shall grant such consent to the Purchaser only if the Purchaser has not committed any breach or violation of any of the terms, conditions, covenants, stipulations or provisions of this Agreement. Such consent shall be subject to the terms and conditions imposed and stipulated by the Developers in this regard, including payment of such transfer charges, fees and/or other amounts to the Developers, as may be specified by the Developers and payment in full of all amounts, dues and charges payable by the Purchaser to the Developers under this



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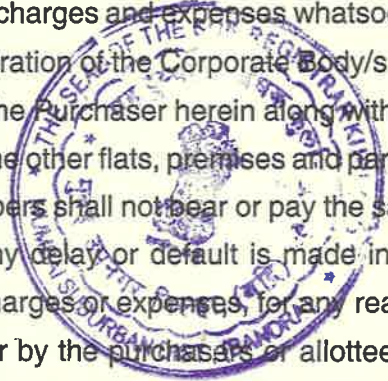
- (v) Not to construct/erect any brick or masonry wall/partition in the said Flat/ said premises or to make any other structural additions or alterations of a temporary or permanent nature therein; and
- (w) Not to demand partition of the Purchaser's interest in the said land, it being expressly agreed, understood and confirmed by the Purchaser that his interest therein is impartible, and not to demand any sub-division of the said land or the said Complex or any part thereof.

It is expressly clarified, agreed and understood that strict observance, performance and compliance of the terms, conditions, covenants, stipulations and provisions of this clause shall be of the essence of this Agreement.

22. The said Building shall forever be known as ~~_____~~. The name of the said Complex shall always be known as "Kaipatara Aura". This covenant shall at all times be binding upon the successors-in- title of the Developers and/ or the Purchaser including the Corporate Body/s and/or the Apex Body.

23.(A) The Purchaser along with the other purchasers of flats, premises and parking spaces in the said building and the said Complex, including the flats, units, premises and parking spaces in the additional construction and the Developers in respect of the unsold flats, premises and parking spaces, shall join in forming and registering the Corporate Body/s and/or the Apex Body as the Developers may decide in their sole, absolute and unfettered discretion to be known by such name/s as the Developers may decide in their sole, absolute and unfettered discretion, which name/s shall not be changed by the Purchaser or the Corporate Body/s or the Apex Body without the prior written permission of the Developers and for this purpose, from time to time, the Purchaser shall co-operate with the Developers and shall sign and execute application forms and other writings for registration and/or membership and other papers, writings and documents necessary for the formation and registration of the Corporate Body/s and the Apex Body and for becoming a member thereof and to duly fill in, sign and return the same to the Developers within 15 (fifteen) days of the same being forwarded by the Developers to the Purchaser and attend the office of the Developers for this purpose, so as to enable the Developers to register the Corporate Body/s and the Apex Body after completion of entire permissible construction on the said land and entire development of the said Complex or otherwise if so deemed necessary by the Developers in their sole and unfettered discretion. No dispute or objection shall be raised by the Purchaser, if any,

changes, alterations, amendments, modifications, additions and/or deletions are made in the draft Bye-Laws, as may be required by the Developers, the Registrar of Co-operative Societies or by any other competent authority. If the Apex Body is required to be formed and registered, then all the terms, conditions, covenants, stipulations and provisions herein, which relate to the formation and registration of the Corporate Body/s, shall apply mutatis mutandis to the formation and registration of the Apex Body. All costs, charges and expenses whatsoever for and in respect of the formation and registration of the Corporate Body/s and the Apex Body, shall be borne and paid by the Purchaser herein along with the purchasers, transferees and allottees of all the other flats, premises and parking spaces in the said Complex and the Developers shall not bear or pay the same or contribute towards the same at all. If any delay or default is made in the payment or reimbursement of such costs, charges or expenses, for any reason whatsoever, by the Purchaser herein and/or by the purchasers or allottees of any of the other flats, premises or parking spaces in the said Complex, then the Developers shall not be liable or responsible for any delay in the formation or registration of the Corporate Body/s or the Apex Body.



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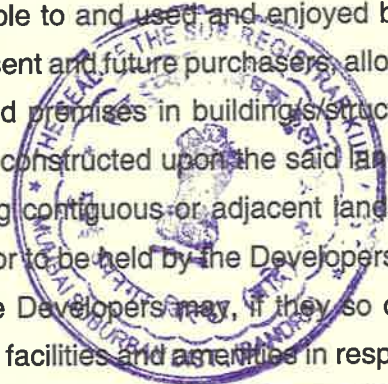
- 23.(B) Upon the Corporate Body/s and/or the Apex Body being formed and registered, the rights, benefits and interests of the Purchaser herein shall be governed and regulated by the bye-laws, rules and regulations thereof, but expressly subject to the terms, conditions, covenants, stipulations and provisions of this Agreement.

- 23.(C) The terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related or incidental to this Agreement, executed or to be executed by and between the parties hereto, shall be binding upon the Corporate Body/s and the Apex Body. The Corporate Body/s and the Apex Body shall upon being registered or formed, pass the necessary resolutions confirming the terms, conditions, covenants, stipulations and provisions of this Agreement and all deeds, documents, instruments and writings related/incidental to this Agreement (executed or to be executed by and between the parties hereto), or such of them as the Developers may require and agreeing and undertaking to be bound by the same and the Purchaser shall vote in favour of such resolutions.

- 24. Pending execution and registration of the Deed/s of Transfer and at any time prior to that, the Developers may if they so desire and deem fit in their sole and unfettered discretion, vest, transfer or hand-over the management and control of the said building and/or the said Complex, or any part/s thereof, to the said Ad-hoc Committee/s, the Corporate Body/s and/or the Apex Body, as the case

may be, at such time/s and on such terms and conditions as the Developers may desire and deem fit in their sole and unfettered discretion.

25.(A) The Developers propose to provide a recreation area comprising of amenities and facilities such as swimming pool, health club and garden on a portion of the said land and/or the said Complex (hereinbefore and hereinafter collectively referred to as "the Club House"). The Club House and related recreational areas and facilities thereto shall be available to and used and enjoyed by the Purchaser in common with all the past, present and future purchasers, allottees, purchasers, occupiers, etc. of the flats and premises in building/s/structure/s constructed, under construction and to be constructed upon the said land and in the said Complex and/or other adjoining contiguous or adjacent lands and properties or in the vicinity thereof or held or to be held by the Developers and/or their associate or group concern/s. The Developers may, if they so desire and deem fit and proper, provide additional facilities and amenities in respect of the aforesaid Club House to be located on the said land or the contiguous, adjacent or adjoining lands for such use as the Developers may deem fit.



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25.(B) The Developers have put the Purchaser to notice of the following facts, matters and circumstances that shall pertain to the Club House which the Purchaser has fully read, understood, accepted and agreed to unreservedly, that is:

- (i) The Club House and all related amenities and facilities thereto shall be located upon the portion of the said land/in the said Complex. The Club House and other recreational facilities will be developed in a phased manner and may not be ready at the time of possession of the Flat/ Premises, the Flat Purchaser shall not claim any concession, rebate, interest etc. in respect thereof;
- (ii) The Club House shall be constructed and have the equipment, infrastructure, amenities and facilities as the Developers may deem fit and appropriate to install and provide therein;
- (iii) The use, benefit and enjoyment of the Club House and all related amenities and facilities thereto shall not be limited only to the Purchaser and the other purchasers/allottees of flats and premises in the said building and the other building/s/structure/s in the said Complex and/or the ultimate Corporate Body/s and/or the Apex Body to be formed in respect thereof, and accordingly such purchasers/allottees and the Corporate Body/s and/or the Apex Body (as and when formed and registered) shall always use and enjoy the Club House and all the related

amenities and facilities thereto in common with all present and future purchasers, allottees, occupiers, etc., of flats and premises in the said Complex and in the buildings that are constructed and will be constructed upon the said land and/or upon contiguous, adjacent and adjoining lands and properties forming a part of the said Complex from time to time, and together with the Developers and their affiliated and associated companies and concerns, and such persons, parties, entities etc. as may be authorized and permitted by the Developers from time to time (hereinafter collectively referred to as "the said Users");

- (iv) The use, benefit and enjoyment of the Club House and all related amenities and facilities thereto by the Purchaser and the other purchasers/allottees of flats/premises in the said building and the other building/s/structure/s comprised in the Complex and/or the ultimate Corporate Body/s to be formed in respect thereof as may be deemed fit at the sole discretion of the Developers and the said Users, shall be on the same basis and consistently for all such persons whereby none of them shall have any preferential, exclusive or additional/further right or benefit over and in respect of the Club House and the related amenities and facilities thereto;

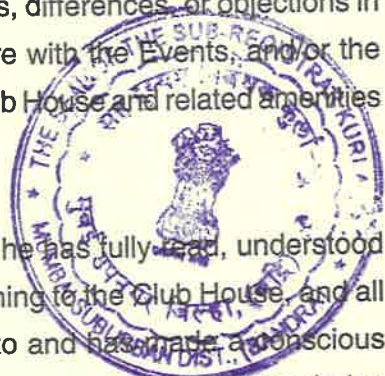
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- (v) The access and entry to the Club House and related amenities and facilities thereto as planned at present will be through the common areas/open areas in the Complex and accordingly the said Users shall have the full and free, unobstructed and unfettered access and right of way by day and by night through such common areas/open areas for ingress to and egress from the Club House and related amenities and facilities, and neither the Purchaser nor any of the other purchasers or allottees of flats and premises in the said building or in any of the other building/s/structure/s in the said Complex shall raise any disputes, differences or objections in this regard, and/or hinder, restrict, obstruct, or interfere with such access and right of way and the free movement of the said Users and all materials and goods to and from the Club House and the related amenities and facilities thereto. The Purchaser hereby acknowledges, accepts and agrees the above notwithstanding that there shall or may be any perceived or actual nuisance, annoyance, inconvenience or security risks that could arise by virtue of such access and right of way;

- (vi) There may be recreational, social and other related events, performances, activities, parties, gatherings, etc. (hereinafter referred

to as "the Events"), held at the Club House and in the amenities and facilities thereto during the day or night, by the said Users and/or any of the other Corporate Body/s or Apex Body related to the said Complex in accordance with applicable law, regulations and formalities. Neither the Purchaser, nor any of the other purchasers or allottees of flats, premises in the building/s/structure/s in the said Complex either by the Purchaser for himself and as a member of the Corporate Body/s and/or the Apex Body shall be entitled to raise any disputes, differences, or objections in and/or hinder, restrict, obstruct or interfere with the Events, and/or the aforesaid access and right of way to the Club House and related amenities and facilities thereto;

(vii) The Purchaser confirms and agrees that he has fully read, understood the aforesaid terms and conditions pertaining to the Club House, and all the related amenities and facilities thereto and has made a conscious decision to purchase the said Flat/said premises with full knowledge and notice of the same. The Purchaser accordingly agrees to peaceably and quietly use and enjoy the Club House in common with the said Users and upon the terms and conditions recorded and contained in this Agreement.



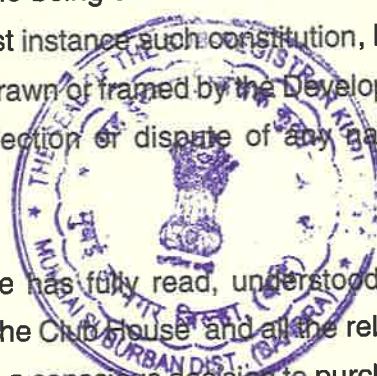
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25.(C) The Club House shall be provided, maintained or set up by the Developers or such person/s as they may deem fit until execution and registration of the Deed/s of Transfer. The Purchaser undertakes to become a member of any constituent body that may be formed by the Developers to run, manage and maintain the Club House, and to subscribe to the membership thereof and abide by all terms, conditions, stipulations, rules, regulations and bye-laws in respect of the Club House and its use and enjoyment thereof, as may be framed from time to time by the Developers, the Corporate Body/s and the Apex Body and to pay and discharge all dues and outgoings both of a capital and recurring nature in this behalf. It is expressly agreed, understood and declared that the Developers shall at all times hereafter including after execution and registration of the Deed/s of Transfer have the irrevocable and unconditional right and be entitled to and be at liberty to nominate and/or appoint any persons/, whether they be holders or owners or occupants of flats and premises in the said building or in the vicinity or proximity of the said Complex, as constituent/s of the aforesaid body or entity with full right to utilise and enjoy and have the benefit of all amenities and facilities of the Club House subject to such person/s subscribing to the membership thereof and undertaking to abide by the terms, conditions, stipulations, rules, regulations and bye-laws as may be framed from time to

time and to pay and discharge all dues and outgoings both of a capital and recurring nature in this behalf. The Purchaser hereby irrevocably consents to the aforesaid and agrees and undertakes not to do or commit or omit to do any act, deed, matter or thing, which would in any manner, interfere with, cause hindrance to or adversely affect the aforesaid rights of the Developers.

25.(D) All aspects or matters of whatsoever nature relating to or incidental to the Club House shall be decided, regulated and governed by the constitution, bye-laws or rules and regulations prevailing for the time being and from time to time of such body or entity PROVIDED that in the first instance, such constitution, bye-laws, rules and regulations shall be such as drawn or framed by the Developers and the Purchaser shall not raise any objection or dispute of any nature whatsoever thereto.

25.(E) The Purchaser confirms and agrees that he has fully read, understood the aforesaid terms and conditions pertaining to the Club House and all the related amenities and facilities thereto and has made a conscious decision to purchase the said premises with full knowledge and notice of the same. The Purchaser accordingly agrees to peaceably and quietly use and enjoy the Club House (as and when constructed and ready for use) in common with the said Users and upon the terms and conditions recorded and contained in this Agreement.



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26. It is expressly clarified, agreed and understood that the Developers shall at all times hereafter including after execution and registration of the Deed/s of Transfer, have the irrevocable and unconditional right to and be entitled to nominate any person/s whomsoever, including person/s who are not allottees, purchasers or occupiers of the flats, units or premises in the said Complex to use and enjoy and have the benefit of the aforesaid recreation areas, grounds and facilities, including the Club House or any part/s thereof, on the same terms and conditions as the purchasers, allottees and occupiers of flats, premises and units in the said Complex, use and enjoy the same. The Purchaser hereby expressly consents and agrees to the aforesaid and accordingly, the Purchaser, the Corporate Body/s and the Apex Body shall not raise any objection or dispute in respect of the same and they shall co-operate with the Developers in respect thereof.

27.(A) The Developers shall transfer to the Corporate Body/s and/or the Apex Body, as the case may be and as may be decided and deemed fit by the Developers in their sole and unfettered discretion, the said building together with earmarked portion of the said land and/or any part/s thereof by executing the necessary

Deed/s of Conveyance, Lease, Sub Lease, Assignment, Licence and/or Transfer (hereinbefore and hereinafter referred to as "the Deed/s of Transfer"), or to the extent as may be permitted by the concerned authorities, in favour of the Corporate Body/s and/or the Apex Body, as the case may be, only after the entire construction and development of the said Complex, including construction of the additional construction and development of the adjoining, contiguous and adjacent lands and properties being completed in all respects as envisaged by the Developers and upon the Developers selling or disposing of all the flats, units, premises and parking spaces constructed or provided in the said Complex and upon the Developers receiving the entire payment towards the consideration, deposits, outgoings or otherwise due and payable to them under all the agreements for sale executed with all the purchasers or allottees of all the flats, units, premises and parking spaces in the said Complex and after the Corporate Body/s and the Apex Body, as the case may be, is/are formed and registered. The Deed/s of Transfer in respect of the structure/s comprising the Club House and recreational facilities shall be executed in favour of the Corporate Body/s or Apex Body, as the case may be, only after the aforesaid Deed/s of Transfer have been executed and after the entire construction and development of the said Complex, the adjoining, contiguous and adjacent lands and properties being completed in all respects as envisaged by the Developers. The Deed/s of Transfer and all other deeds, documents and writings relating or incidental to this Agreement, or to be executed pursuant to the same shall be prepared and engrossed by the Advocates of the Developers and the same shall be in accordance with the terms, conditions, covenants, stipulations and provisions of this Agreement and shall be in such form and shall contain such terms, conditions, covenants, stipulations and provisions including those contained in this Agreement as may be decided and determined by the Developers in their sole, absolute and unfettered discretion, including the following:-

- (i) Covenants which shall run with the land and which shall be binding upon the Purchaser and his heirs, executors, legal representatives, successors, transferees and assigns, as the case may be, and on the Corporate Body/s and the Apex Body;
- (ii) Covenant/s for right of way/access, if any, given and granted or to be given and granted to and in favour of the owner/s and/or occupier/s of any contiguous or adjacent or adjoining lands and properties and/or any other person/s, over or through the said land or any part thereof ;
- (iii) Specific and/or general indemnities in favour of the Developers;

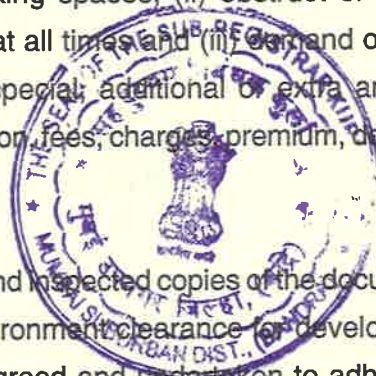
(iv) Declaration/s and confirmation/s of and from the Purchaser, the Corporate Body/s and the Apex Body that :-

- (a) they shall not be entitled to or claim any easement or right of light or air, which would restrict or interfere with in any manner whatsoever, the free and unobstructed use and enjoyment of any portion of the said land and the adjacent, contiguous and adjoining lands and properties by the Developers, for the purpose of development thereof and/or any other lawful purpose;
- (b) the access and use of light and air to and for the said premises, the said building and other building/s/structure/s in the said Complex, for and over any portion of the said land and/or the adjacent, contiguous and adjoining lands is enjoyed under the express consent and permission of the Developers;
- (c) the Developers have the sole and absolute authority regarding sale, transfer, assignment and/or disposal of the rights granted in favour of Durable Trading Company Private Limited and/or Yugdharma Real Estate Private Limited on open areas or use of common areas or the entire construction or unsold flats, units, premises and parking spaces, including additional construction, carried out on the said land and/or in the said Complex by utilising and consuming the FSI, FAR, DR and TDR or sale, transfer, assignment and/or disposal thereof and the Developers sole right to enjoy and appropriate the revenue, income and benefits thereof; and
- (d) the Developers have the sole and absolute authority regarding any contracts, arrangements, memorandums and/or writings executed for the said Complex including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control and regulate the said building and or the said Complex and/or the Club House including power and authority to collect the entire outgoings, charges and other amounts for such period from the date of the Occupation Certificate of the said building or the said Complex, as the Developers may determine, for such consideration and on such terms and conditions as the Developers may deem fit;

(e) the Developers sole and absolute authority to provide and allot facility for parking of light motor vehicles in the said Complex including in the open and/or stilt/s and/or basement/s in the said Complex for holders, users, allottees and customers thereof on the terms and conditions as the Developers may, in their sole discretion, think fit; the Developers entitlement to allow use of, earmark grant rights in respect of parking spaces at such location as they may think fit in favour of holders, users, allottees thereof irrespective of the building/s/structure/s in which the flats, units or premises may be located in the said Complex and on the terms and conditions as the Developers may think fit and a covenant by the Purchaser for himself and as member of the Corporate Body/s and/or Apex Body that he shall not (i) raise any objection to the aforesaid use, allotment, earmarking grant of rights in respect of parking spaces, (ii) obstruct or hinder access to parking spaces at all times and (iii) demand or raise any claim/s for separate, special, additional or extra amount, compensation or consideration, fees, charges, premium, donation or otherwise in this regard;

(f) The Purchaser is aware of and inspected copies of the documents and writings relating to environment clearance for development of the said land and has agreed and undertaken to adhere to, observe and comply with the terms and conditions contained in the said documents and writing not only as purchaser of the said Flat/said premises, but also as well as a member/s of Corporate Body/s and/or Apex Body.

(g) The Purchaser is aware that the Developers shall implement the scheme of development of the said Complex in phases. The Developers has informed the Purchaser that for the speedy completion of the scheme of development of the said Complex, the Developers is required to and the Developers shall be entitled at all times, to carry out construction and/or any other allied work including completion work of the structures on the said Complex, the Purchaser not only as purchaser of the said Flat/said premises, but also as a member/s of Corporate Body/s and/or Apex Body shall not at any time, raise any objection, obstruction on any ground whatsoever, notwithstanding that there shall or may be any perceived or actual nuisance, annoyance and inconvenience that could arise during the construction and/or



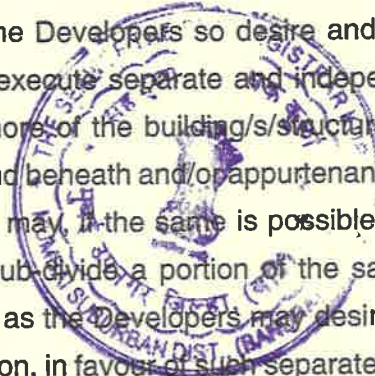
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any other allied work including completion work of the structures on the said Complex. The Purchaser/ the Corporate Body/s and/ or Apex Body shall not interfere with the rights, powers and authorities of the Developers in respect of implementing the scheme of development of the said Complex. The Purchaser hereby acknowledges, accepts and irrevocably consents to the aforesaid and the Purchaser do hereby undertakes to co-operate with and render all assistance to the Developers in respect of the development of the said Complex.

27.(B) It is hereby expressly clarified, agreed and understood that the Purchaser, the Corporate Body/s and the Apex Body shall not raise any objection or dispute and/or claim any compensation, if the area permitted to be conveyed or transferred by the authorities is at variance with or is less than the area of the said land as stated in this Agreement, whether the same is consequent upon the set back line, amenity space, if any, and the reserved portions of the said land being handed over and transferred to the Corporation and/or other Government or local bodies or authorities, or any other reason whatsoever.

27.(C) It is hereby expressly clarified, agreed and understood that if the Developers form and register more than one Corporate Body/s of the purchasers and allottees of the flats, units, premises and parking spaces in the said Complex, pursuant to their right and entitlement to do so as aforesaid, then in such an event, the Developers may, if the Developers so desire and deem fit in their sole and unfettered discretion, execute separate and independent Deed/s of Transfer in respect of one or more of the building/s/structure/s together with earmarked portion of the said land beneath and/or appurtenant to the same and for this purpose the Developers may, if the same is possible and is permitted by the concerned authorities, sub-divide a portion of the said land from the balance portion of the said land as the Developers may desire and deem fit in their sole and unfettered discretion, in favour of such separate Corporate Body/s and the Purchaser hereby consent/s to the same and the Purchaser, the Corporate Body/s and the Apex Body shall not raise any objection or dispute in respect of the same (or in respect of the aforesaid sub-division of the said land) and the Purchaser, the Corporate Body/s and the Apex Body shall be bound to render all co-operation, assistance and facilities to the Developers in this regard as may be required by them from time to time and to do and perform all acts, deeds and things, including sign and execute all necessary writings/documents. However, the Purchaser, the Corporate Body/s and the Apex Body shall not at any time be entitled to or claim any right to insist on sub-division or amalgamation of the said land and/or execution and registration of separate Deed/s of Transfer

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in respect of any one or more of the said building/s and/or any portion/s of the said land and/or the contiguous, adjacent or adjoining lands and properties.

28. All costs, charges and expenses payable in respect of this Agreement and all deeds, documents, instruments and writings incidental or related to the same, or to be executed in pursuance hereof, including the Deed/s of Transfer and other deeds, documents and writings including the costs, charges and expenses for preparing and engrossing the same, the professional fees or charges payable to the Developers Advocates and other professionals in respect thereof and towards stamp duty and registration fees/charges payable in respect thereof, shall be borne and paid exclusively by the Purchaser and/or by the purchasers and allottees of the other flats, units, premises and parking spaces in the said Complex and /or by the Corporate Body/s and/or by the Apex Body, as the case may be and within such time as may be specified by the Developers in that behalf. The Developers shall not bear or pay the same, or contribute towards the same.

- 29.(A) The rights, interests and benefits of the Purchaser herein and of all other purchasers and allottees of all other flats, units, premises, areas and parking spaces in the said Complex and the rights, interests, benefits, powers and authorities of the Corporate Body/s and the Apex Body shall always be expressly subject to the control of the Developers and to the rights, interests, benefits, powers, authorities and discretions of the Developers, as mentioned in this Agreement and in all agreements and other deeds, documents, instruments and writings executed and to be executed by the Developers with such other purchasers and allottees and with the Corporate Body/s and the Apex Body, including the Deed/s of Transfer in respect of the said land and the adjoining, contiguous or adjacent lands and properties and the said building and other structures constructed and to be constructed thereon and the said Complex.

- 29.(B) In particular and without prejudice to the generality of what is mentioned in sub-clause (A) hereinabove, the control of the Developers and their rights, interests, benefits, powers, authorities and discretions, shall always be paramount and supreme as regards:-

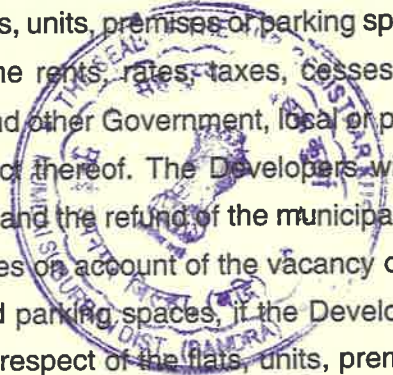
- (i) The construction and completion of the said Complex and all flats, units, premises, parking spaces, buildings and structures proposed, planned and envisaged to be constructed on the said land and the adjoining, contiguous or adjacent lands and properties and of all alterations, modifications, additions and extensions thereto/therein/thereof and of all

common and other areas, amenities and facilities appertaining thereto and to be provided in respect thereof; and

- (ii) The sale and disposal of all the unsold or unallotted flats, units, premises, areas and parking spaces in the said Complex and the building/s and structure/s constructed or to be constructed on the contiguous, adjacent or adjoining lands, including in the said additional construction, including all flats, units, premises, areas and parking spaces in respect of which the agreements/allotments are cancelled or terminated at any time for any reason whatsoever.

30. The Developers shall not be liable to bear or pay any amount by way of contribution, outgoings, deposits, transfer fees, non-occupancy charges, donation, premium or otherwise howsoever to the Corporate Body/s or the Apex Body in respect of any unsold/unallotted flats, units, premises or parking spaces in the said Complex, save and except, the rents, rates, taxes, cesses and assessments payable to the Corporation and other Government, local or public or private bodies and authorities in respect thereof. The Developers will be entitled to apply for and obtain reduction in and the refund of the municipal and other taxes, cesses, assessments and levies on account of the vacancy of the unallotted/unsold flats, units, premises and parking spaces, if the Developers are liable to pay or have paid the same in respect of the flats, units, premises and/or parking spaces which are not allotted, sold and disposed of. If any refund of any such taxes, cesses, assessments or other levies is made by the Corporation or any other Government, local or public body or authority to the Corporate Body/s and/or to the Apex Body in respect of such unsold or unallotted flats, units, premises and/or parking spaces, then the Corporate Body/s and/or the Apex Body (as the case may be) shall forthwith and without making any claim or demand or raising any objection or dispute whatsoever in respect thereof, pay over the same to the Developers, whether the Developers have demanded the same or not.

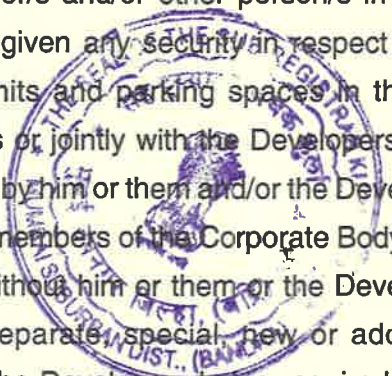
- 31.(A) The Developers have availed of or propose to avail of financial assistance from banks, institutions and other persons against security of the said land and/or the construction thereon. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser under this Agreement in respect of the said Flat, the Developers shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, title, privileges, and/or claims including development rights in respect



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of the said land and/or the construction thereon or any part or parts thereof, without any notice to the Purchaser and the Purchaser has given and granted his specific, full, free, unqualified and irrevocable consent to the Developers to do so. As part of any such arrangement by the Developers all or any of the responsibilities and/or obligations of the Developers may be shifted or transferred to any other person or persons. All such arrangements by the Developers shall be binding on the Purchaser. The Developers undertake to clear the aforesaid encumbrances, if any, prior to the execution and registration of the Deed/s of Transfer and the Developers shall indemnify and keep the Purchaser fully indemnified against all claims of any nature whatsoever that may be made against the Purchaser by virtue of any encumbrances created as aforesaid.

31.(B) The mortgagee/s, charge holder/s, lender/s and/or other person/s in whose favour the Developers have created or given any security in respect of any unsold or unallotted flats, premises, units and parking spaces in the said Complex, shall by himself or themselves or jointly with the Developers and if and as may be so desired and deemed fit by him or them and/or the Developers in this regard, be admitted as and made members of the Corporate Body/s and the Apex Body (as the case may be), without him or them or the Developers being made subject or liable to any separate, special, new or additional condition/s and without him or them or the Developers being required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Purchaser herein, the Corporate Body/s and the Apex Body shall not raise any objection or dispute whatsoever to or in respect of the same.



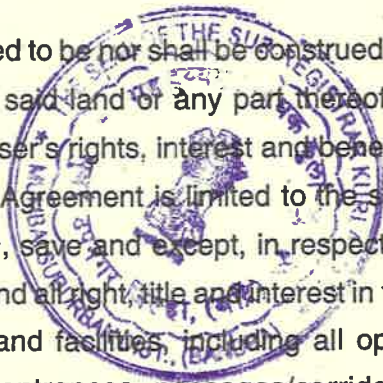
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32. The Developers hereby agree that before handing over possession of the said Flat to the Purchaser and in any event before execution and registration of the Deed/s of Transfer they shall make full and true disclosure of the nature of the title to the said land as well as encumbrances thereon, if any, including any right, title, interest or claim of any person/s in, to or upon the said land and shall as far as practicable, ensure that the said land is, subject to what is mentioned herein, free from all encumbrances and that the Developers have reasonably clear and marketable title to the earmarked portion of the said land, so as to enable the Developers to convey or transfer to the Corporate Body/s and/or the Apex Body, such marketable title on the execution and registration of the Deed/s of Transfer by the Developers in favour of the Corporate Body/s and/or the Apex Body.

33. The Purchaser hereby irrevocably and unconditionally declares, agrees, undertakes, covenants, confirms and assures that he shall, if and whenever

requested by the Developers hereafter in this regard and within 7 (seven) days of receiving the Developers written intimation in this regard, sign, execute and give to the Developers and in such form as may be desired by the Developers, any application, form, consent, deed, agreement, memorandum, writing, letter or other document recording his specific, full, free, irrevocable and unqualified consent and permission, which consent and permission has been given and granted in this Agreement, for carrying out, effecting and implementing the terms, conditions and covenants contained in these presents and attend the office of the Developers for this purpose. It is expressly clarified, agreed and understood that strict compliance of this condition on the part of the Purchaser shall be of the essence of the contract and that on the basis of the declaration, agreement, undertaking, covenant, confirmation and assurance made/given by the Purchaser herein, the Developers have entered into this Agreement.

34.(A) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said land or any part thereof in favour of the Purchaser. So far as the Purchaser's rights, interest and benefits are concerned, the nature and scope of this Agreement is limited to the said Flat. The Purchaser shall not have any claim, save and except, in respect of the said Flat hereby agreed to be sold to him and all right, title and interest in the parking spaces, common areas, amenities and facilities, including all open spaces, lobbies, staircases, lifts, common entrances, passages/corridors, terraces, recreation spaces /areas and Club House, will remain the property of the Developers until the execution and registration of the Deed/s of Transfer, and thereafter the Corporate Body/s and/or the Apex Body (as the case may be) shall hold the said land and all the common areas, amenities and facilities pertaining thereto, expressly subject to the rights, interests and benefits of the Developers under this Agreement and under the Deed/s of Transfer and as may otherwise be reserved by the Developers.



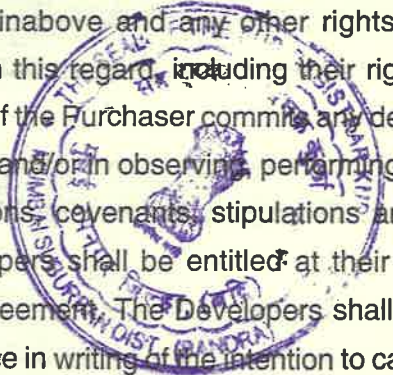
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34.(B) The common areas, amenities and facilities in the said Complex shall be used in a reasonable manner and only for the purposes for which the same are intended and provided and the same shall be used in accordance with the rules and regulations as may be framed in this regard by the Developers until execution and registration of the Deed/s of Transfer and thereafter by the Corporate Body/s and/or the Apex Body (as the case may be).

34.(C) It is expressly clarified, agreed and understood that open terrace spaces, if any, forming part of and attached/appurtenant to each/any of the flats in the said building, are intended for and shall be exclusively used and occupied by the respective purchasers and/or allottees of such flat/s. The purchasers and

allottees of such flat, units and premises shall not enclose the open terrace spaces without the prior permission in writing of the Developers and the Corporate Body/s and the Apex Body and also of the concerned government, local or public or private bodies and authorities and in case such permissions are granted by the Developers, the Corporate Body/s, the Apex Body and such concerned bodies and authorities, the purchasers and allottees of such flat, units and premises shall observe, perform and comply with all the terms and conditions as may be stipulated in respect thereof and such purchasers and allottees alone shall be liable and responsible for payment of the fees, charges, assessments, levies, penalties, fines and other amounts whatsoever which may be charged, imposed or levied by such bodies and authorities and also for the consequences arising from any breach or violation of the terms and conditions which may be imposed/stipulated by such bodies and authorities.

35.(A) Without prejudice to what is stated hereinabove and any other rights and remedies whatsoever of the Developers in this regard, including their right to claim loss or damages from the Purchaser, if the Purchaser commits any default and/or delay in payment of any of his dues and/or in observing, performing and complying with any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, the Developers shall be entitled at their sole discretion to cancel and terminate this Agreement. The Developers shall give to the Purchaser 15 (fifteen) days prior notice in writing of the intention to cancel and terminate this Agreement and of the specific breach or breaches of the provisions, terms and conditions in respect whereof it is intended to cancel and terminate the Agreement and if the Purchaser defaults in remedying or rectifying such breach or breaches within the time specified in the notice, this Agreement and all other documents or writings related and incidental thereto shall forthwith thereupon stand cancelled and terminated without any further act, deed or writing being required for the same.



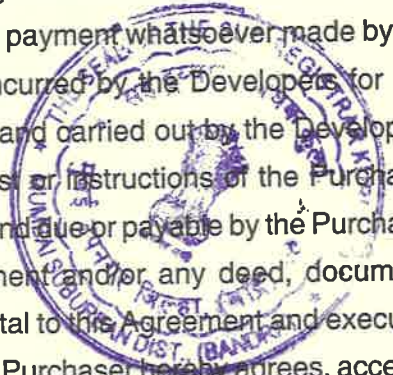
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35.(B) It is clearly and expressly agreed and understood between the parties that upon such cancellation and termination:-

- (i) the Developers shall be entitled to deal with and/or dispose off the said premises in any manner and at such price as the Developers may determine and deem fit and proper in their sole and unfettered discretion and the Purchaser shall not be entitled to dispute or question such sale and/ or dealing or to claim any amount whatsoever from the Developers;
- (ii) the Purchaser shall not be entitled to any claim in respect of the appreciation in value of the said premises as a result of increase in price and/or as a

result of any accretion or improvement to the said premises made or carried out by the Purchaser or otherwise arising howsoever;

(iii) the Developers shall have the right and be entitled to forfeit all or any part of the amounts whatsoever, including the consideration and towards deposits and outgoings paid by the Purchaser to the Developers until that date, as the Developers may in their sole and unfettered discretion determine. However the Developers may, at their sole option instead of forfeiting all amounts paid by the Purchaser as aforesaid, forfeit 20% (twenty percent) of the total sale consideration amount payable by the Purchaser to the Developers and they may refund the balance amount remaining, if any, to the Purchaser (but without any further amounts by way of interest, compensation, damages or otherwise), only after resale of the said premises, after deducting from such balance amount the interest due or payable for any delayed payment whatsoever made by the Purchaser, the costs and expenses incurred by the Developers for any additional, extra or special work done and carried out by the Developers in the said premises as per the request or instructions of the Purchaser and all other amounts which may be found due or payable by the Purchaser to the Developers under this Agreement and/or any deed, document, instrument or writing related or incidental to this Agreement and executed by and between the parties hereto. The Purchaser hereby agrees, accepts, acknowledges and confirms that sending and/or forwarding of such refund amount, if any, by cheque, demand draft and/or pay order by the Developers to the Purchaser at the Purchaser's address given in this Agreement shall be deemed to be and shall amount to due refund having been made by the Developers of such amount, if any, required to be refunded as aforesaid, and the same shall completely discharge the Developers of their obligation in this regard. Without prejudice to the Developers rights as aforesaid, the Developers shall be entitled to claim the amount of loss or damages suffered by the Developers on resale or attempted resale of the said premises and the costs, charges and expenses which may be incurred by the Developers in that behalf; and



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(iv) If upon the date of such cancellation and termination, possession of the said premises has been handed over to the Purchaser, the Developers shall forthwith be entitled and have the right to re-enter upon the said premises and resume possession of the same, or any part thereof in the name of the whole and the Purchaser shall thereupon be liable to immediate ejectment therefrom as trespasser/s.

subject matter hereof. The Purchaser hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in any advertisement, leaflet or brochure, or in any correspondence or other writing or document, by the Developers and/or their agents to the Purchaser and/or his agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Purchaser to enter into this Agreement. No additions, deletions, amendments, alterations and/or modifications to/of any of the terms, conditions, covenants, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against any of the parties hereto, unless the same are recorded in writing and signed by or on behalf of the parties hereto, as supplemental hereto.

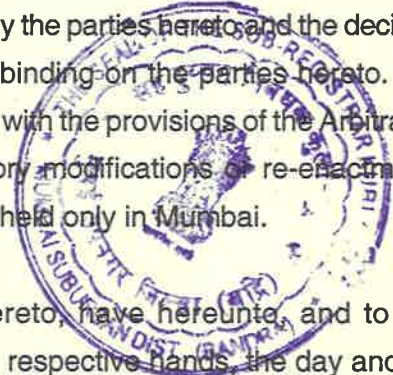
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40. The Purchaser alone shall pay the entire stamp duty and registration fees/charges payable on and in respect of this Agreement and all incidental/related deeds, documents, instruments and writings, if any, including his proportionate share thereof payable on the Deed/s of Transfer relating to the said Complex and the Club House. The Purchaser shall immediately after the execution of this Agreement (and within the time prescribed in this regard under the Registration Act, 1908) and at his own costs and expenses, present and lodge the original of this Agreement for registration with the Sub-Registrar of Assurances having jurisdiction and admit execution of the same, and within 7 (seven) days thereafter inform the Developers in writing of the serial number under which and the date on which this Agreement is so lodged, and thereupon the Developers will attend the concerned Sub-Registrar's Office and admit execution thereof. It is expressly clarified and agreed that the written intimation to be given by the Purchaser to the Developers under this clause, shall be given not less than 15 (fifteen) working days prior to the expiry of the time limit prescribed for registration of documents under the Registration Act, 1908. If the Purchaser fails or neglects to present and lodge this Agreement for registration and admit execution of the same, or intimate the Developers as aforesaid, for any reason whatsoever, the Developers will not be liable or responsible for the non-registration of this Agreement and the consequences arising therefrom, nor shall the Developers be liable to pay any penalty for their late attendance to complete the registration formalities.
41. The Purchaser is aware and understands that the Developers have entered into this transaction and have agreed to sell the said Flat to the Purchaser relying solely on the Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms, conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on the

part of the Purchaser to be observed, performed, fulfilled and complied with and therefore, the Purchaser hereby jointly and severally (as the case may be) agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Developers and their successors and assigns, from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties, which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser.

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42. All disputes, differences and/or claims arising under or in respect of this Agreement shall be referred to a sole arbitrator nominated by the Developers who shall be deemed to be jointly appointed by the parties hereto and the decision/award of such arbitrator shall be final and binding on the parties hereto. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and any statutory modifications or re-enactments thereto. The arbitration proceedings will be held only in Mumbai.



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

THE SCHEDULE HEREINABOVE REFERRED TO :
(Description of "the said land")

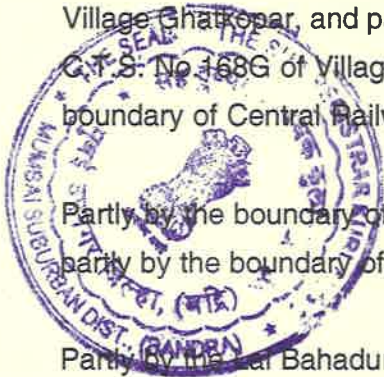
ALL THOSE pieces or parcels of non-agricultural freehold lands as per the Property Register Cards altogether admeasuring about 55,034.10 square metres or thereabouts, bearing C.T.S.Nos.168A/A, 168A/1-28, 168A/31, 168A/33 and 168G (Part) of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, situated at Lal Bahadur Shastri Marg, Ghatkopar, Greater Mumbai and bounded as follows: -

On or towards the North: Partly by the property bearing C.T.S.No.167E of Village Ghatkopar, and partly by L.B.S. Marg;

On or towards the South: Partly by the property bearing C.T.S No.168A/B of Village Ghatkopar, and partly by the property bearing C.T.S. No.168G of Village Ghatkopar and partly by boundary of Central Railway;

On or towards the East: Partly by the boundary of the Central Railway and partly by the boundary of Village Vikhroli;

On or towards the West: Partly by the Bahadur Shastri Marg and partly by the properties bearing C.T.S.No.168A/B and 168C/1 of Village Ghatkopar.



402 - 88
 2008

SIGNED AND DELIVERED
 by the withinnamed **Developers,**
Kalpataru [redacted] Ltd.
 in the presence of ...
 (Sasik Badi)

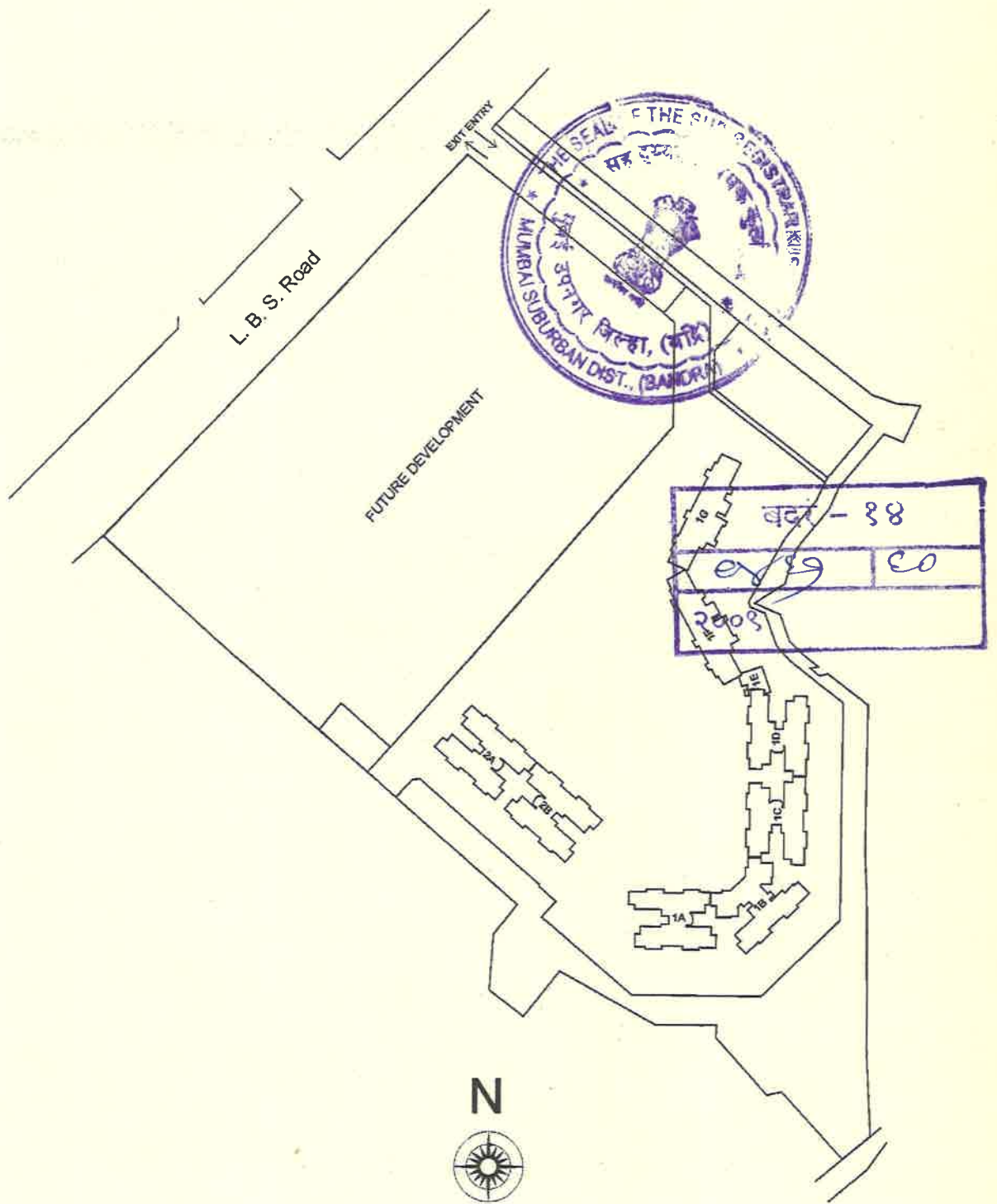
) **For Kalpataru [redacted] Ltd.**
)
)
)
) *Rahul Behr*
) **Director/Constituted Attorney**

SIGNED AND DELIVERED
 by the withinnamed **Purchaser,**
 1. Mrs. Milan Ajit Rane
 2. Ms. Ajit Tatebhau Rane
 3. _____
 in the presence of
 (Narisha Lakhani)

) *Full Sign*
) *Devign*
) *[Signature]*



EXHIBIT "A"



The above information is indicative of the proposed development and is issued in good faith for guidance only. Subject to the approval of the authorities or in the interest of continuing improvement, the Developers reserve the right to alter the layout, plans, specifications or features without prior notice or obligation.

2

Mane
Mane

EXHIBIT "B"

Federal & Rashmikant (Regd.)
ADVOCATES, SOLICITORS & NOTARY*

M. S. Federal* In reply please quote
C. Rashmikant
S. R. Dakshini (Mrs)
R. D. Dastur
S. M. Dadhich/S. S. Kalambi



1st Floor, Office Nos.101-104,
139, Nagindas Master Road,
Opp.Commerce House, Fort,
Mumbai - 400 023

द्वार - ३४

TO WHOMSOEVER IT MAY CONCERN

2008

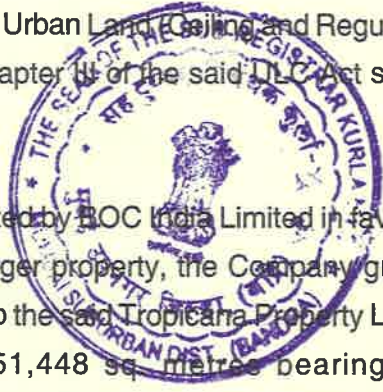
This is to certify that on behalf of our clients, Kalpataru Homes Limited, we have caused searches to be taken in the offices of the Sub-Registrar of Assurances at Mumbai, Bandra, Chembur and Nahur, in the offices of Collector of Mumbai and Registrar of Companies. We have also issued Public Notices in Mumbai Samachar on 11th September, 2003 and Economics Times on 12th September, 2003 and have also perused the title deeds in respect of land bearing CTS Nos.168A, 168A/1 to 28,168A/31,168A/33 and 168G (Part) of Village Ghatkopar, Taluka Kurla, Mumbai (hereinafter referred to as "the said property") situated at Lal Bahadur Shastri Marg, belonging to BOC India Ltd. (formerly known as Indian Oxygen Co. Ltd.) hereinafter referred to as "the Company") and have to state as under.

1. By a Conveyance dated 27th August, 1947 registered with the Sub-Registrar of Assurances at Bombay under Serial No.4469 on 1st December, 1947 made between Hirachand Hirji Khetsey therein called the Vendor of the one part and The Indian Oxygen & Acetylene Co. Ltd. therein called the Purchasers of the other part, the Vendor therein conveyed and transferred unto the Purchasers therein all that piece or parcel of land or ground situated at Ghatkopar, Taluka Salset admeasuring 46,184 Sq. yards or thereabouts bearing Survey Nos.202 Hissa No.1 (Part), 203 Hissa No.1 (Part), 204 (Part), 207 (Part) and 209 Hissa No.1 (Part) more particularly described in the first Schedule thereunder written for the consideration, covenants, terms and conditions therein recorded.

2. By a Conveyance dated 20th November, 1947 registered with the Sub-Registrar of Assurances at Bombay under Serial No.5764 on 6th December, 1947 made between Kaluram Seshmalji, Bhikhamchand Kaluramji, Ottarmal Pannaji, Gulabchand Pannaji, Kundanmal Hajarimal and Badampal therein called the Vendors of the first part; Hirachand Hirji Khetsey therein called the Confirming Party of the second part and The Indian Oxygen & Acetylene Co. Ltd. therein called the Purchasers of the third part, the Vendors therein at the request of the Confirming Party therein, conveyed and transferred unto the Purchasers therein; all that piece or parcel of land situate lying and being at Ghatkopar, Taluka South Salsette admeasuring 4441 Sq. yards bearing Survey No. 208 (Part) and 209 Hissa No.2 (Part) more particularly described in the first Schedule thereunder written for the consideration, covenants and on the terms and conditions therein recorded.
3. By a Conveyance dated 8th March, 1951 registered with the Sub Registrar of Assurances at Bombay under Serial No.1432 on 7th May, 1951, made between the Industrial Development and Investment Co. Limited therein called First Vendor of the first part, Vadilal Chaturbhuj Gandhi therein called the Second Vendor of the second part and The Indian Oxygen & Acetylene Co. Ltd. therein called the Purchasers of the third part, the first Vendor therein conveyed and transferred unto the Purchasers therein several pieces of land admeasuring in aggregate 18236 sq. yards or thereabouts (according to the Government record 16 acres 37.5 Guntas or thereabouts) bearing Survey No.80,81 (Part), 82 (Part), 191 Hissa No.5 (Part), 198 (Part), 199 Hissa No.1 (Part), 200, 201 Hissa No.1 (Part), 201 Hissa No.2, 201 Hissa No.3 (Part), 201 Hissa No.4 (Part), 202 Hissa No.1 (Part), 202 Hissa No.2, 202 Hissa No.3 (Part), 203, Hissa No.1 (Part), 203 Hissa No.2 (Part), 207 (Part), 208 (Part), 209 Hissa No.1 (Part) and 209 Hissa No.2 (Part) situate at Village Ghatkopar, Taluka South Salsette, more particularly described in the first Schedule thereunder written and the Second Vendor therein also conveyed and transferred unto the Purchasers therein land admeasuring 5 sq. yards, bearing Survey No.193 Hissa No.2 (Part) as more particularly described in the Second Schedule thereunder written also situate at Village Ghatkopar, Taluka South Salsette for the consideration, covenants, terms and conditions therein recorded.
4. The Company is thus the Owner of or otherwise well and sufficiently entitled to all those pieces or parcels of non-agricultural freehold lands bearing CTS Nos.168A, 168A/1-28, 168A/31-33, 168B, 168C/1, 168D/34-44, 168D/46-53, 168E, 168E/45, 168E/55-75, 168F/1 & 168G of Village Ghatkopar, Taluka Kurla

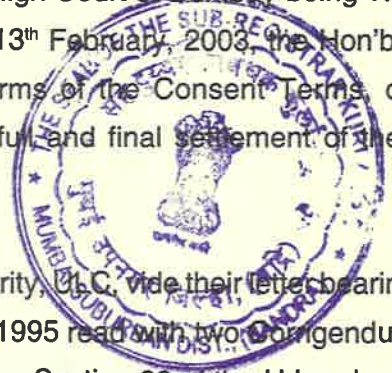
admeasuring in aggregate 1,06,482.10 sq. metres or thereabouts and hereinafter referred to as "the Larger Property".

5. By an Order bearing No.ULC/I-14/MC/DC/GAD/D-351 dated 20th February, 1986, the Joint Director of Industries and Ex-officio Deputy Secretary of the Government, General Administration Department exempted land admeasuring 71,462 sq. metres under Section 20(i) of the Urban Land (Ceiling and Regulation) Act, 1976 (ULC) from the provisions of Chapter III of the said ULC Act subject to the conditions stated therein.
6. By a writing dated 10th March, 1994, executed by BOC India Limited in favour of Tropicana Property Limited, out of the Larger property, the Company granted development and/or redevelopment rights to the said Tropicana Property Limited in respect of the land admeasuring 51,448 sq. metres bearing CTS Nos.168B,168C/1, 168D/34-44, 168D/46-53, 168E, 168E/45, 168E/55-75, 168F/1 and 168G (Part), for the consideration and on the terms and conditions stated therein.
7. The name of the Indian Oxygen & Acetylene Co. Ltd. was changed to Indian Oxygen Ltd. vide Order No.28 (94)-CL(IX)/57 dated 20th January, 1958, The name of Indian Oxygen Limited was further changed to IOL Limited by the letter of Registrar of Companies, West Bengal, bearing No.NCR/CN/8184/89, dated 18th September, 1989 and a fresh Certificate of Incorporation dated 3rd August, 1989 was issued by the Registrar of Companies. Thereafter, the name of IOL Limited was further changed to BOC India Limited vide Registrar of Companies Letter bearing No.NCR/CN/8/84/95 dated 6th February, 1995 and the Registrar of Companies issued a fresh Certificate of Incorporation dated 6th February, 1995.
8. By an Order No.CL/IR-1099-25-0/2/H.O.III-A dated 22nd February, 1999, the Commissioner of Labour, Government of Maharashtra inter alia allowed the application of BOC India Limited seeking permission of closure of their Undertaking under Section 25 (O) of the Industrial Disputes Act, 1947 subject to the conditions stated therein.
9. The Indian Oxygen Employees Union and others filed a Review Application against the Order dated 22nd February, 1999 passed by the Labour Commissioner, pursuant to which the Industrial Tribunal by its Award dated 8th January, 2001 set aside the said Order dated 22nd January, 1999 passed by the Labour Commissioner, Government of Maharashtra.



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10. Aggrieved by the Award dated 8th January, 2001 of the Industrial Tribunal, the Company filed a Writ Petition in the Hon'ble High Court of Bombay being Writ Petition No.856 of 2001. By an Order dated 13th February, 2003, the Hon'ble Bombay High Court passed an Order in terms of the Consent Terms, on payment of the amounts, to the workers in full and final settlement of their disputes, as stated in the said Order.
11. The Additional Collector and Competent Authority, U.C. vide their letter bearing No.C/ULC/D-III/22/5575 dated 14th February, 1995 read with two corrigendum thereto both dated 21st April, 2004 issued under Section 22 of the Urban Land (Ceiling and Regulation) Act, 1976 inter alia confirmed that there is no surplus vacant land and for redevelopment of land admeasuring 55,034.10 sq. mtrs. out of the larger property, as stated therein.
12. One M/s. Runwal Developers Pvt. Ltd. filed a suit in the High Court, Bombay being Suit No.2713 of 2003 against BOC India Ltd. and Ors. Inter-alia for a declaration that the purported Agreement dated 10th August, 2003 between the Company and the said M/s. Runwal Developers Pvt. Ltd. was valid, subsisting and binding, decree for specific performance and other reliefs as prayed therein. The said Runwal Developers took out a Chamber Summons No.1255 of 2003 inter-alia for impleading Kalpataru Homes Ltd. as party Defendant, for injunction, appointment of Court Receiver and other reliefs as prayed therein. By an order dated 11th September, 2003, His Lordship the Hon'ble Justice Kakade made the said Chamber Summons absolute in terms of Prayer (a) and directed the parties to maintain status quo. Being aggrieved by the said order of status quo, two separate appeals were filed one by Kalpataru Homes Ltd. and another by BOC India Ltd. against the said Order dated 11th September, 2003. By a common order dated 15th September, 2003 in the said two appeals, the Order of Status-quo was set aside. Both the two appeals and the said suit are pending before the Hon'ble High Court. However, no orders, whatsoever, have been passed restraining the development on the said larger property or any part or portion thereof.
13. The said Runwal Developers also filed a Notice of Lispendens dated 28th August, 2003 registered with Sub-Registrar of Assurances at Chembur under Sr. No.BDR-3/6443/2003 on 28th August, 2003 in respect of land bearing CTS Nos.168, 168/1 to 76, Plot No.B.
14. By an Agreement for Development dated 1st October, 2003 registered with the Sub Registrar of Assurances at Kurla under Serial No.BDR-3/7411/03 made between BOC India Limited therein called the Owner of the one part and

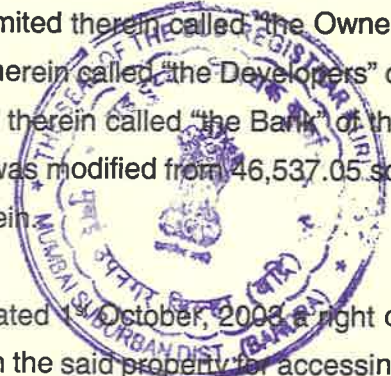


55,034.10 sq. mtrs. out	
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2003	

Kalpataru Homes Limited therein called the Developers of the other part, the Owner therein granted exclusive irrevocable development and/or redevelopment rights, authorities and powers to develop in respect of a portion of the Larger Property i.e. the non-agricultural freehold land bearing CTS No.168A,168A/1-28, 168A/31-33 and 168G(Part) of the Village Ghatkopar, Taluka Kurla, admeasuring 55,034.10 sq. metres more particularly described in the second schedule thereunder written (being the same as described in the First Schedule hereunder written and hereinafter referred to as "the said Property") for the consideration and on the terms and conditions therein recorded.

15. The Company granted to Kalpataru Homes Limited, a Power of Attorney dated 1st October, 2003 registered with the Sub-Registrar of Assurances at Kurla under Serial No.BDR-3/7413/03 on 1st October, 2003 granting authority/powers for development/redevelopment of the said property and for sale, lease etc. of the constructed premises on the said property.
16. By an Agreement for Realignment dated 30th June, 2004 made between BOC Limited therein called "the Owner" of the first part, Tropicana Properties Limited therein called "Tropicana" of the second part and Kalpataru Homes Limited therein called "Kalpataru" of the third party, the parties thereto inter alia agreed to realign the common boundary line between Tropicana and Kalpataru by adjusting and reallocating equal areas from and out of their respective lands as recorded therein.
17. Pursuant to the Agreement for Re-alignment dated 30th June, 2004; Kalpataru Homes Ltd. and Tropicana Properties Ltd. have re-aligned their boundaries of their respective properties by demolition of structures and construction of common boundary wall and the description of the said property after re-alignment is as described in the Second Schedule hereunder written.
18. By an Indenture of Mortgage dated 15th July, 2005 registered with the Sub-Registrar of Assurances at Kurla under Serial No.BDR-3/5219/2005 on 18th July, 2005 made between BOC India Limited therein called "the Owner" of the first part, Kalpataru Homes Limited therein called "the Developers" of the second part and Standard Chartered Bank therein called "the Bank" of the third part, the Owner and the Developers therein granted, conveyed, transferred, assured and assigned unto the Bank therein property admeasuring 46,537.05 sq. metres or thereabouts subject to redemption as therein contained, to secure the repayment of Rs.100 crores advanced by the Bank to the Developers for development of the said property.

19. By a Deed of Modification dated 8th November, 2005 registered with the Sub Registrar of Assurances at Kurla under Serial No.BDR-3/7691/2005 on 14th November, 2005 made between BOC India Limited therein called "the Owner" of the first part and Kalpataru Homes Limited therein called "the Developers" of the second part and Standard Chartered Bank therein called "the Bank" of the third part, the area of the property mortgaged was modified from 46,537.05 sq. metres to 51,855.57 sq. metres as stated therein.
20. As recorded in the Development Agreement dated 1st October, 2003 a right of way has been granted by the Company through the said property for accessing a muslim cemetery along the North to North – East boundary by a private internal road forming part of land bearing CTS No.168A/1.
21. The tenure of the said property shown in the CTS extract is "C" *एच एच* *एच*
22. It appears from the search taken, that certain portions of the larger property viz. land bearing CTS No.168A/B and CTS Nos.168A to F are reserved for railways.
23. The Municipal Corporate of Greater Mumbai has from time to time, issued Intimation of Disapproval (IOD) bearing No.CE/6288/BPES/AN dated 9th January, 2006, No.CE/6382/BPES/AN dated 17th November, 2006 and No.CE/6383/BPES/AN dated 22nd December, 2006, in respect of the development on the said property.
24. The Municipal Corporation of Greater Mumbai has issued its Commencement Certificate bearing CS/6288/BPES/AN dated 22nd February, 2006 and CS/6382/BPES/AN dated 13th December, 2006, for development of the said property.
25. Subject to what is stated hereinabove, in our opinion the title of BOC India Limited to the said property described in Second Schedule hereunder written is clear and marketable and the said Kalpataru Homes Limited are entitled to develop and/or deal with the said property and construction thereon.



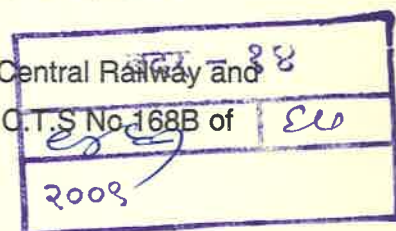
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THE FIRST SCHEDULE HEREINABOVE REFERRED TO :
(Description of the said property)

All those pieces or parcels of non-agricultural freehold lands as per the Property Register Cards admeasuring about 55,034.10 square metres, bearing C.T.S.Nos.168A, 168A/1-28, 168A/31-33 and 168G (Part) of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, situated at Lal Bahadur Shastri

Marg, Ghatkopar, Greater Mumbai, shown delineated in green colour boundary line on the plan hereto annexed, being a portion of the entire property described in the First Schedule hereinabove written, and bounded as follows: -

- On or towards the North: Partly by the Lal Bahadur Shastri Marg and partly by the property bearing C.T.S.No.167E of Village Ghatkopar;
- On or towards the East: Partly by the property bearing C.T.S No.167E of Village Ghatkopar, partly by the nalla, partly by the boundary of Village Ghatkopar and partly by the boundary of the Central Railway,
- On or towards the South: Partly by the boundary of the Central Railway and partly by the property bearing C.T.S No.168B of Village Ghatkopar; and
- On or towards the West: Partly by the Lal Bahadur Shastri Marg and partly by the properties bearing C.T.S.No.168B and 168C/1 of Village Ghatkopar.



THE SECOND SCHEDULE HEREINABOVE REFERRED TO :
(The said Property on realignment)

ALL THOSE pieces or parcels of non-agricultural freehold lands as per the Property Register Cards altogether admeasuring about 55,034.10 square metres or thereabouts, bearing C.T.S.Nos.168A/A, 168A/1-28, 168A/31, 168A/33 and 168G (Part) of Village Ghatkopar, Taluka Kurla, Mumbai Suburban District, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, situated at Lal Bahadur Shastri Marg, Ghatkopar, Greater Mumbai, shown delineated in green colour boundary line on the Plan Annexure "B" hereto and bounded as follows: -

- On or towards the North: Partly by the property bearing C.T.S.No.167E of Village Ghatkopar, and partly by L.B.S. Marg;
- On or towards the South: Partly by the property bearing C.T.S No.168A/B of Village Ghatkopar, partly by the property bearing C.T.S. No.168G of Village Ghatkopar and partly by boundary of Central Railway;

On or towards the East:

Partly by the boundary of the Central Railway and partly by the boundary of Village Vikhroli;

On or towards the West:

Partly by the Lal Bahadur Shastri Marg and partly by the properties bearing C.T.S.No.168A/B and 168C/1 of Village Ghatkopar.

Dated 13th day of January, 2007.

For FEDERAL AND RASHMIKANT

Sd/-

PARTNER

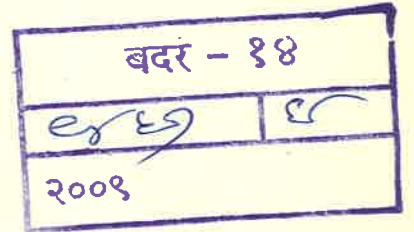


EXHIBIT "B-1"

Federal & Rashmikant (Regd.)

ADVOCATES, SOLICITORS & NOTARY*

M. S. Federal*
C. Rashmikant
S. R. Dakshini (Mrs)
R. D. Dastur
S. M. Dadhich
S. S. Kalambi

In reply please quote

Seksaria Chambers,
1st Floor, Office Nos.101-104,
139, Nagindas Master Road,
Opp. Commerce House, Fort,
Mumbai - 400 023.



TO WHOMSOEVER IT MAY CONCERN
CORRIGENDUM

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Re: In the matter of Title Certificate bearing Ref. No.SD/316/07
dated 13th January, 2007.

This has reference to the above Title Certificate and have to record that certain errors have crept in the First and Second schedule to the above Title Certificate which are rectified as under:

1. In the First Schedule the following sentence to be deleted:
"shown delineated in green colour boundary line on the plan annexed hereto being portion of the entire property described in the First Schedule hereinabove written".
2. In the Second Schedule the following sentence to be deleted:
"shown delineated in green colour boundary line on the plan Annexure "B" hereto".

Dated this 20th day of February, 2007.

Yours faithfully,
For FEDERAL AND RASHMIKANT
Sd/-
PARTNER

EXHIBIT "B-2"

Federal & Rashmikant (Regd.)

ADVOCATES, SOLICITORS & NOTARY*

M. S. Federal*
C. Rashmikant
S. R. Dakshini (Mrs)
R. D. Dastur
S. M. Dadhich
S. S. Kalambi

In reply please quote



Seksaria Chambers,
1st Floor, Office Nos. 101-104,
139, Nagindas Master Road,
Opp. Commerce House, Fort,
Mumbai - 400 025.

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TO WHOMSOEVER IT MAY CONCERN

This is further to our Title Certificate bearing Ref. No.SD/316/07 dated 13th January, 2007 and Corrigendum thereto bearing Ref. No.SD/1149/07 dated 20th February, 2007 and have to state as under:

1. We have now come across the Development Plan Remarks issued by the office of the Chief Engineer (Development Plan), Municipal Head Office, vide its letter bearing No.Ch.E./473/DPES, dated 19th September, 2003, inter-alia, states that the land bearing C.T.S. Nos.168A, 168B, 168C/1, 168D, 168E, 168F/1, and 168G of Village Ghatkopar, shown bounded black on the plan enclosed therewith, is partly reserved for the public purpose of recreation ground as shown washed green thereon, and for 15.25 mtrs. wide railway reservation, and for widening, if any, of the existing roads. The said letter also states that the above land is situated in a Special Industrial Zone (I-3). On the plan annexed to the said letter, the 15.24 mts. wide Railway Reservation has been shown in brown wash only on CTS No.168G and not the entire land.

In view of the aforesaid, Clause No.22 of our Title Certificate dated 13th January, 2007 shall be read accordingly.

Dated this 10th day of March, 2007.

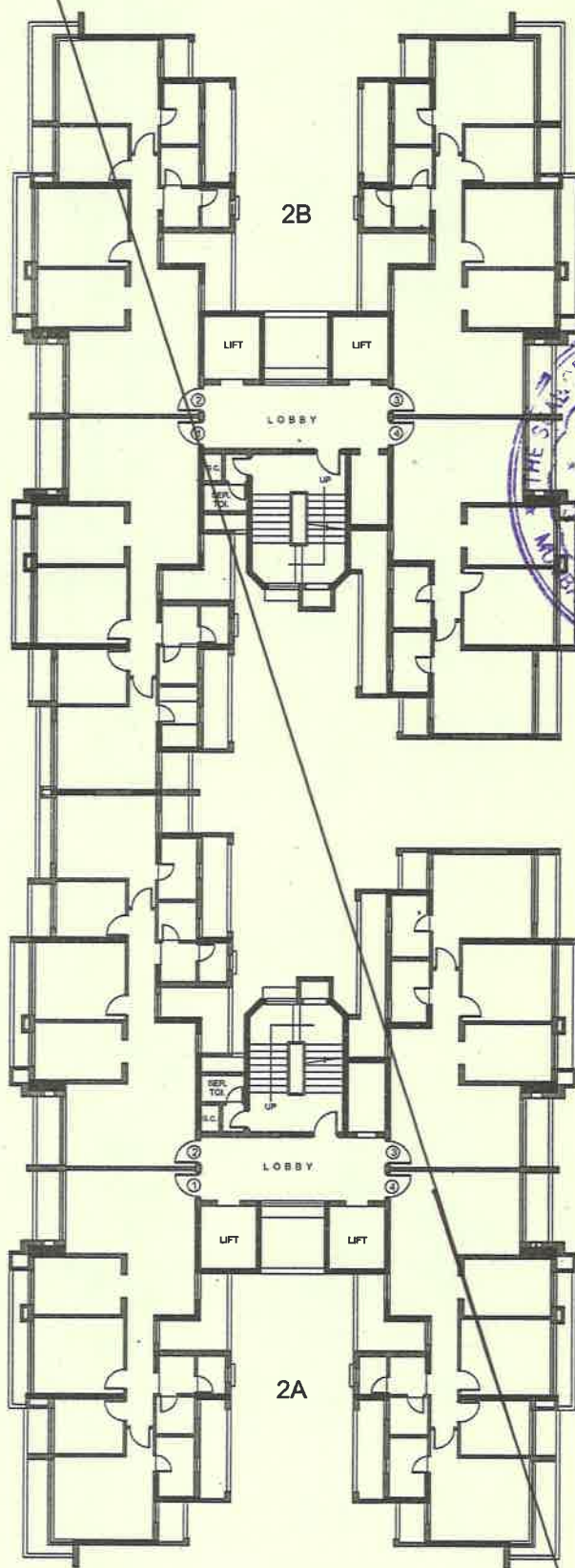
For Federal & Rashmikant

Sd/-
Partner

EXHIBIT "C"

For Kalpataru Homes Ltd.

**Director/
Constituted Attorney**



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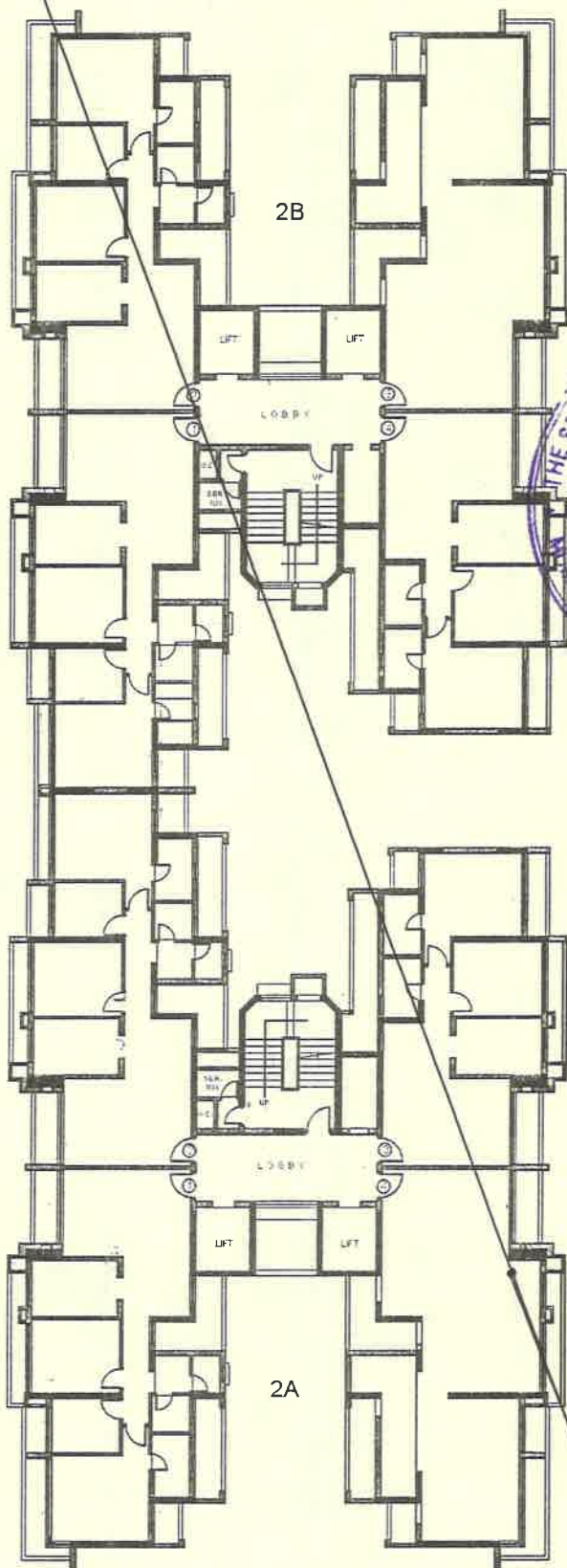
Proposed floor plan of Flat No. _____ on _____ floor in Wing _____ of Building No. 2 at
"KALPATARU AURA" agreed to be acquired by the party of the Other Part
as shown verged in red colour.

The above information is indicative of the proposed development and is issued in good faith for guidance only. Subject to the approval of the authorities or in the interest of continuing improvement, the Developers reserve the right to alter the layout, plans, specifications or features without prior notice or obligation.

EXHIBIT "C"

For Kalpataru Homes Ltd.

Director/Constituted
Attorney



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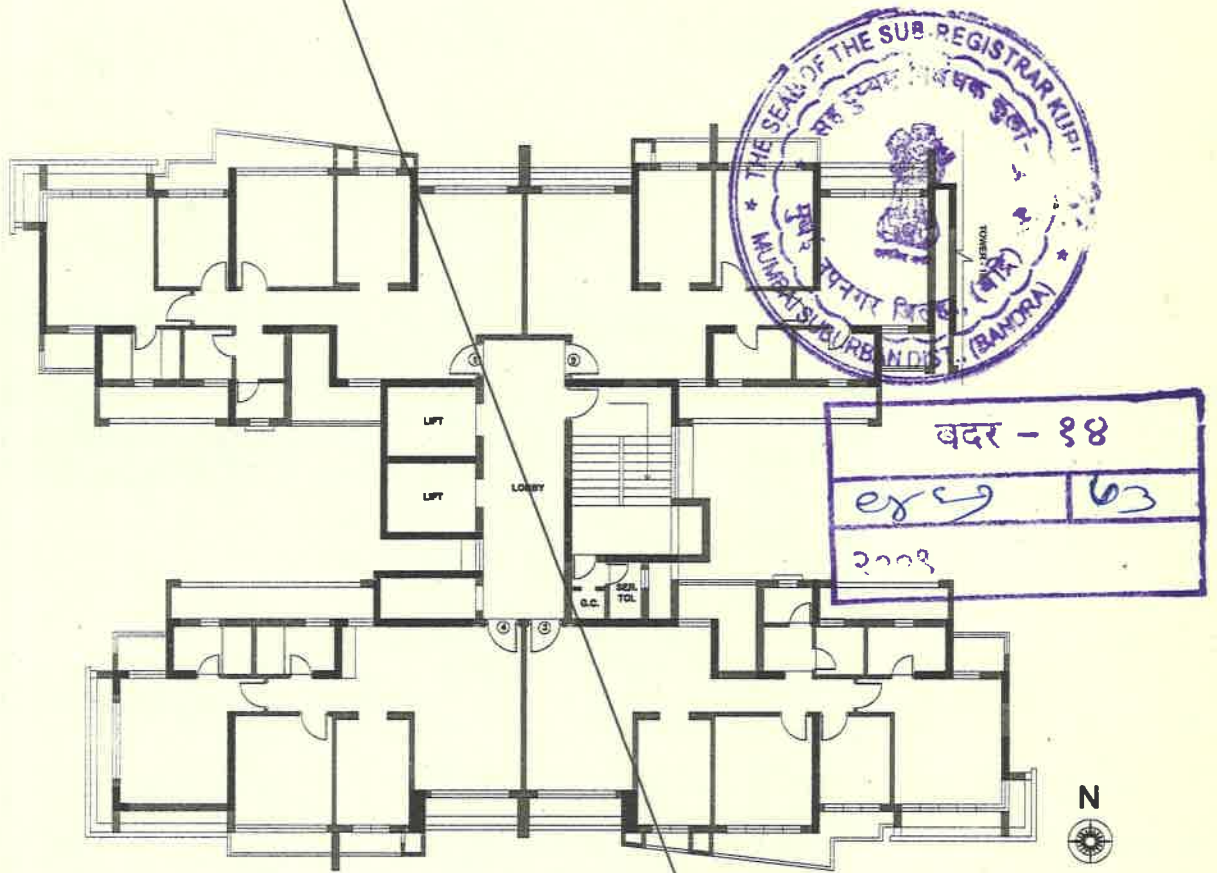
Proposed floor plan of Flat No. _____ on _____ floor in Wing _____ of Building No. 2 at
"KALPATARU AURA" agreed to be acquired by the party of the Other Part
as shown verged in red colour.

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EXHIBIT "C"

For Kalpataru Homes Ltd.

Director/Constituted Attorney



1A

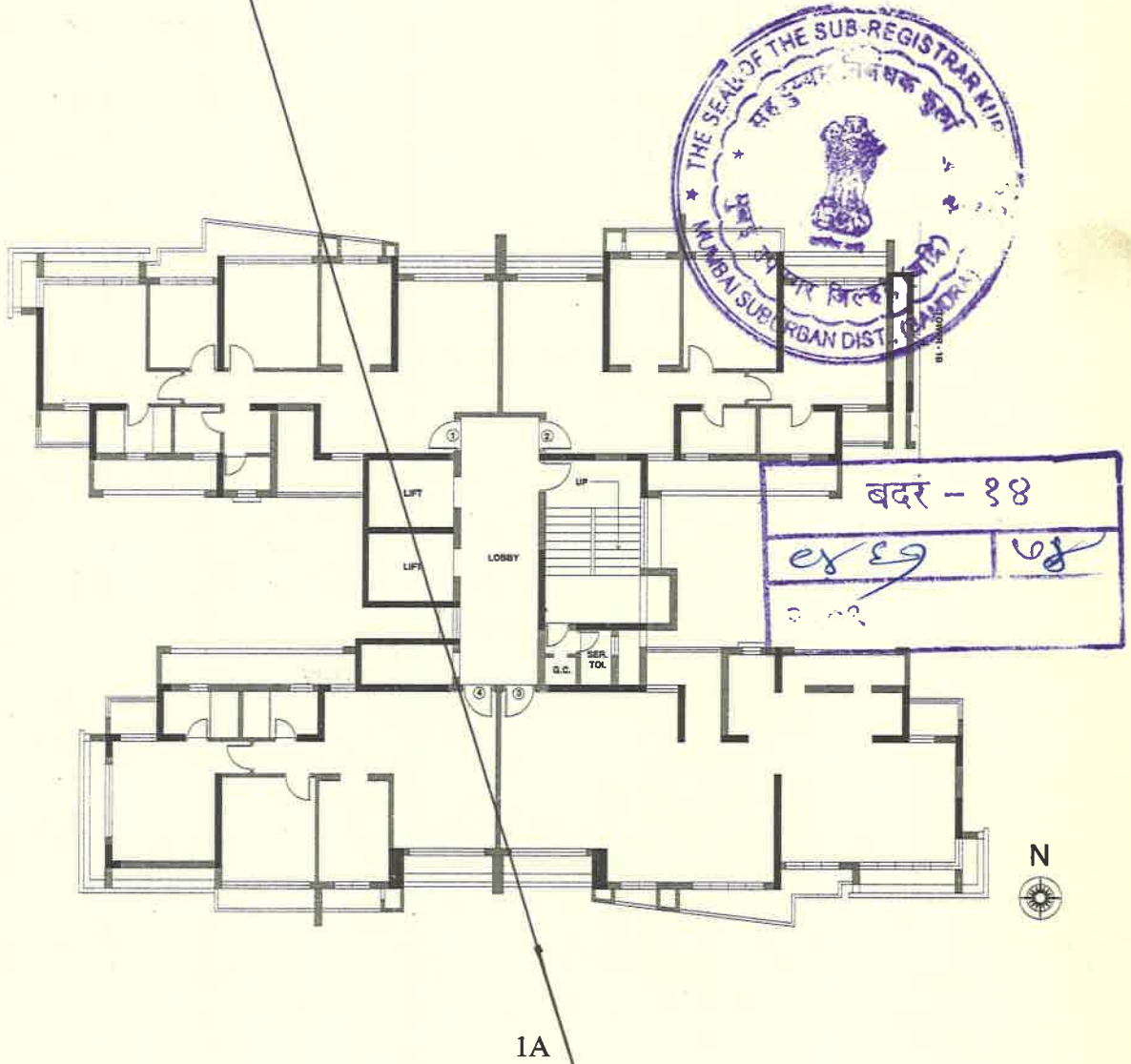
Proposed floor plan of Flat No. _____ on _____ floor in Wing A of Building No. 1 at
"KALPATARU AURA" agreed to be acquired by the party of the Other Part
as shown verged in red colour.

The above information is indicative of the proposed development and is issued in good faith for guidance only. Subject to the approval of the authorities or in the interest of continuing improvement, the Developers reserve the right to alter the layout, plans, specifications or features without prior notice or obligation.

EXHIBIT "C"

For Kalpataru Homes Ltd.

Director/Constituted Attorney



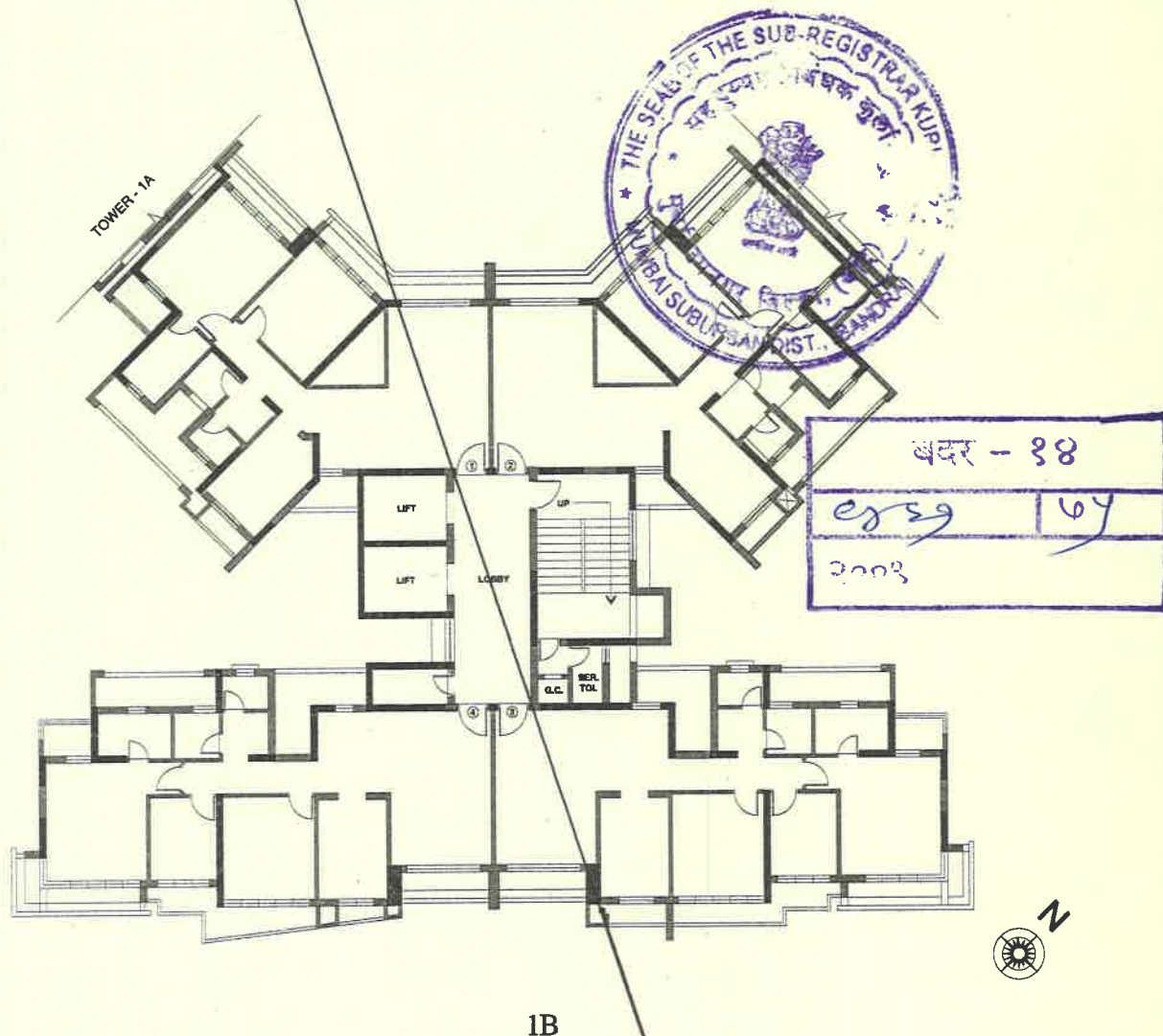
Proposed floor plan of Flat No. _____ on _____ floor in Wing A of Building No. 1 at
"KALPATARU AURA" agreed to be acquired by the party of the Other Part
as shown verged in red colour.

The above information is indicative of the proposed development and is issued in good faith for guidance only. Subject to the approval of the authorities or in the interest of continuing improvement, the Developers reserve the right to alter the layout, plans, specifications or features without prior notice or obligation.

EXHIBIT "C"

For Kalpataru Homes Ltd.

Director/Constituted Attorney



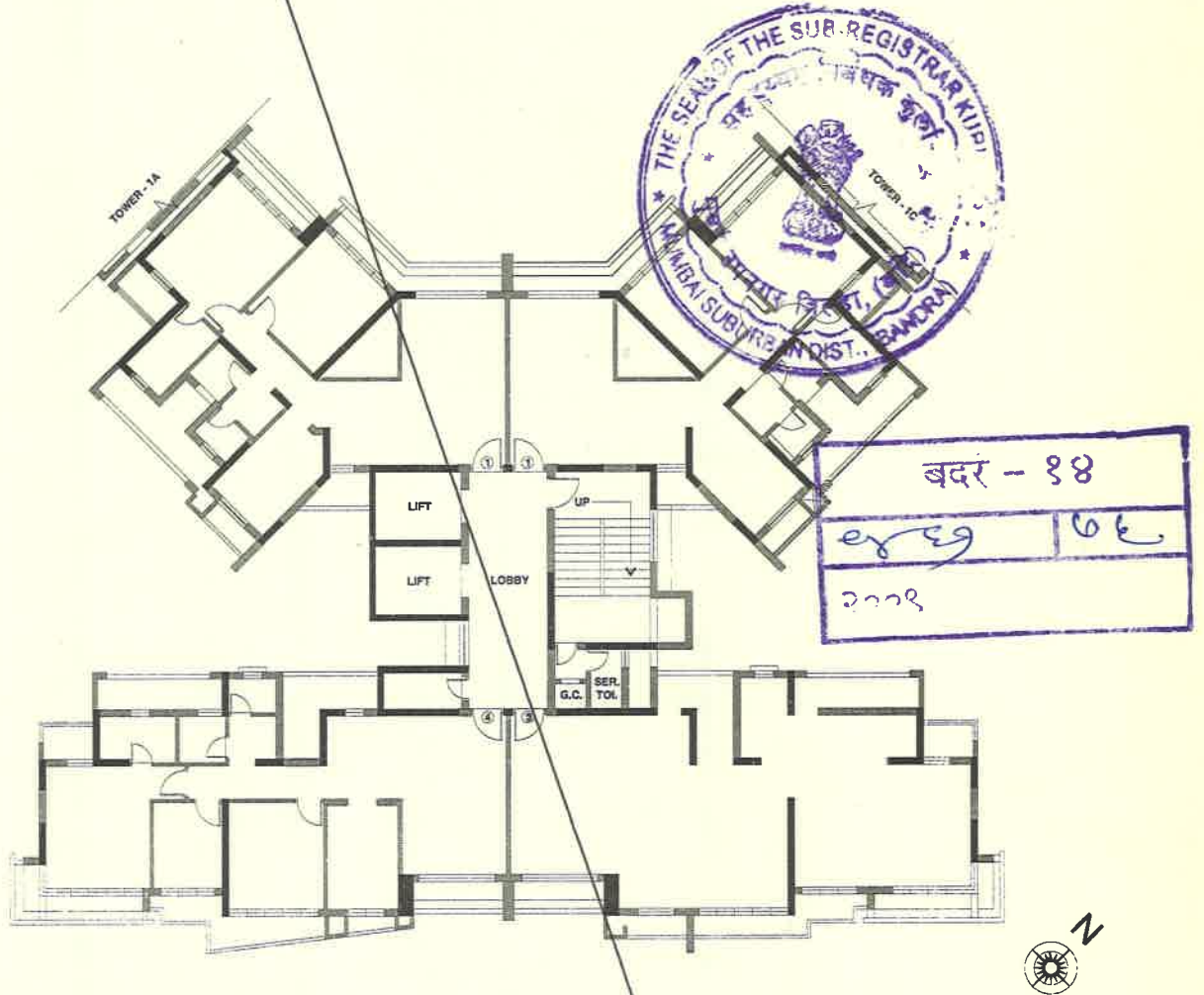
Proposed floor plan of Flat No. _____ on _____ floor in Wing B of Building No. 1 at
"KALPATARU AURA" agreed to be acquired by the party of the Other Part
as shown verged in red colour.

The above information is indicative of the proposed development and is issued in good faith for guidance only. Subject to the approval of the authorities or in the interest of continuing improvement, the Developers reserve the right to alter the layout, plans, specifications or features without prior notice or obligation.

EXHIBIT "C"

For Kalpataru Homes Ltd.

Director/Constituted Attorney



1B

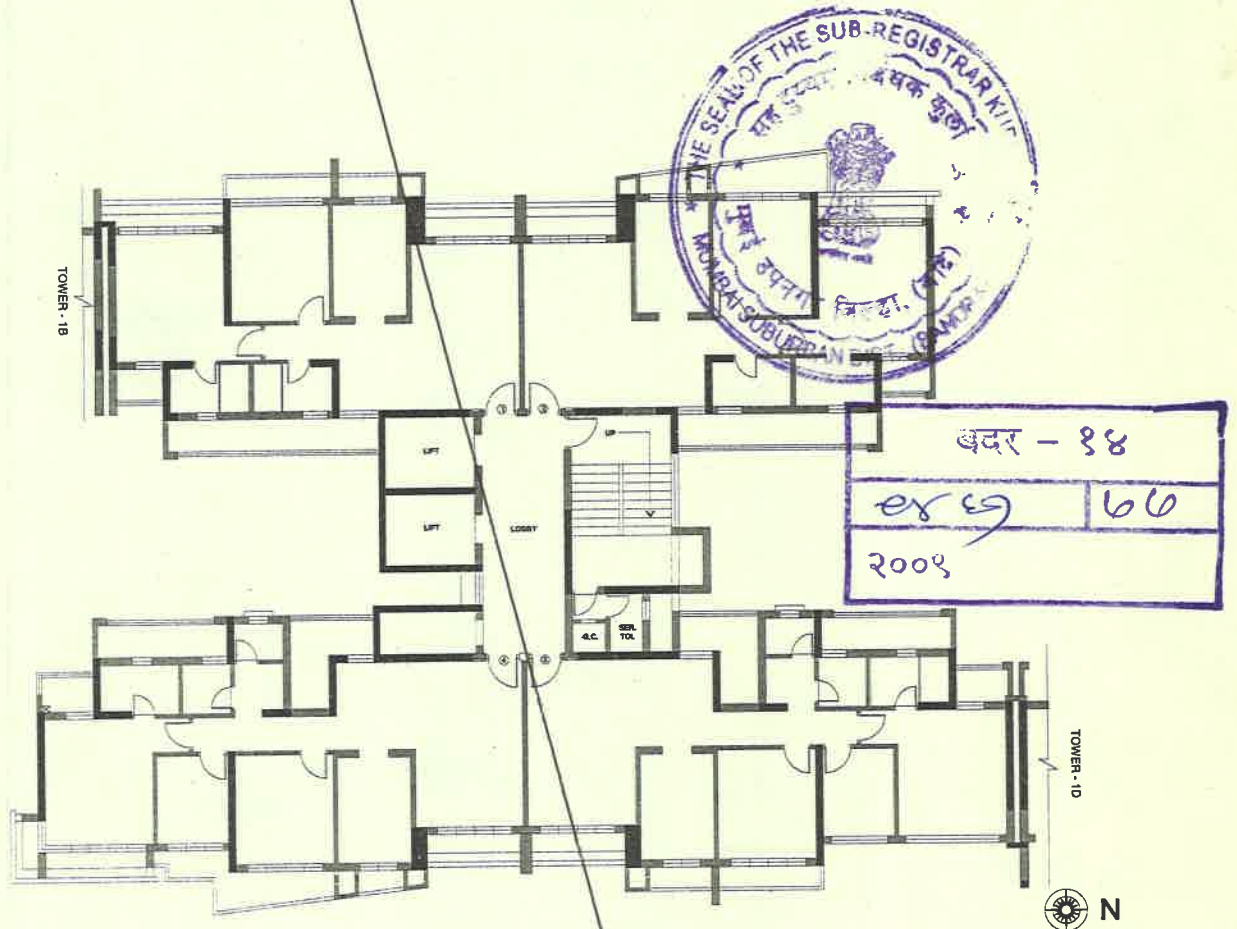
Proposed floor plan of Flat No. _____ on _____ floor in Wing B of Building No. 1 at
"KALPATARU AURA" agreed to be acquired by the party of the Other Part
as shown verged in red colour.

The above information is indicative of the proposed development and is issued in good faith for guidance only. Subject to the approval of the authorities or in the interest of continuing improvement, the Developers reserve the right to alter the layout, plans, specifications or features without prior notice or obligation.

EXHIBIT "C"

For Kalpataru Homes Ltd.

Director/Constituted Attorney



1C

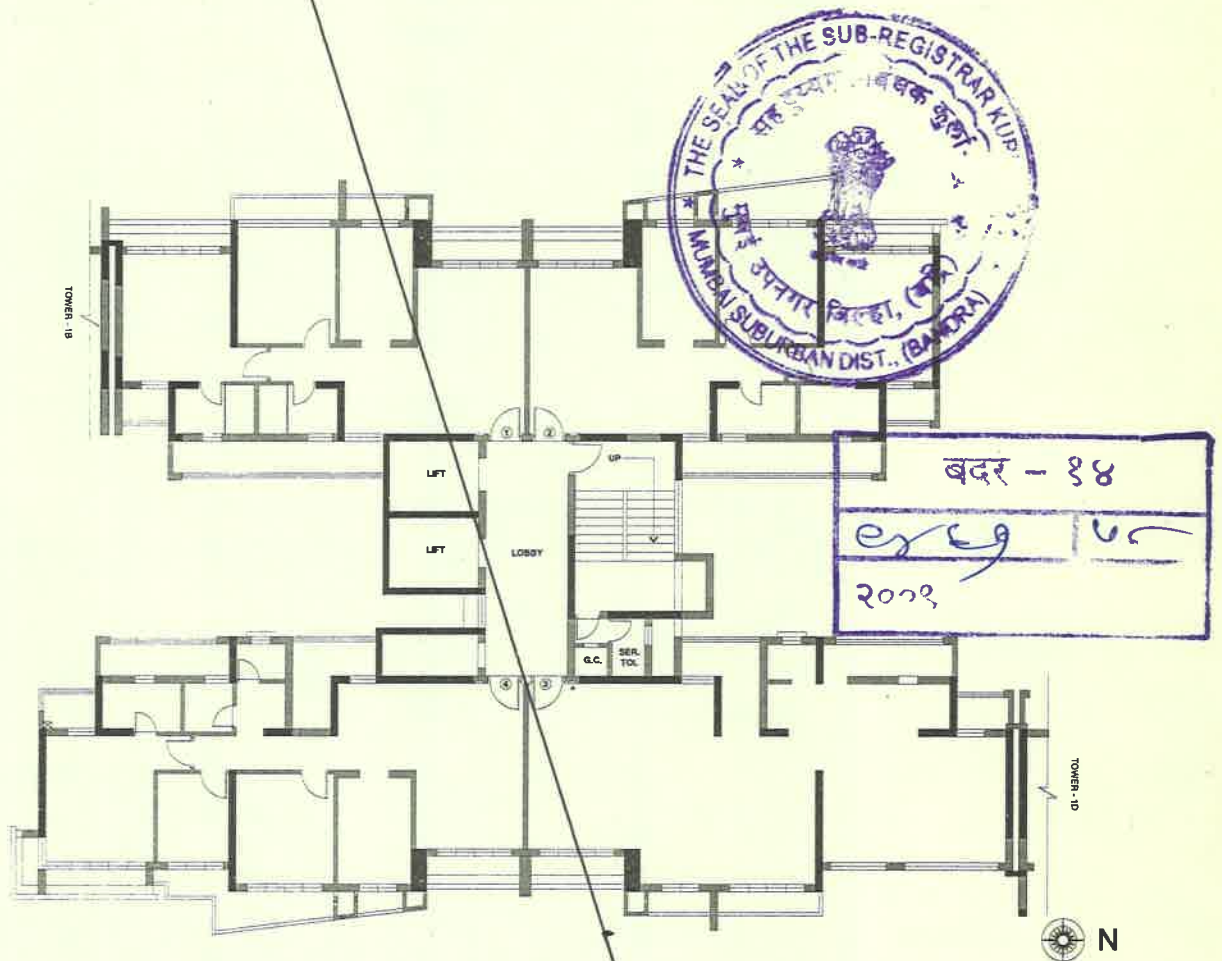
Proposed floor plan of Flat No. _____ on _____ floor in Wing C of Building No. 1 at
"KALPATARU AURA" agreed to be acquired by the party of the Other Part
as shown verged in red colour.

The above information is indicative of the proposed development and is issued in good faith for guidance only. Subject to the approval of the authorities or in the interest of continuing improvement, the Developers reserve the right to alter the layout, plans, specifications or features without prior notice or obligation.

EXHIBIT "C"

For Kalpataru Homes Ltd.

Director/Constituted Attorney



1C

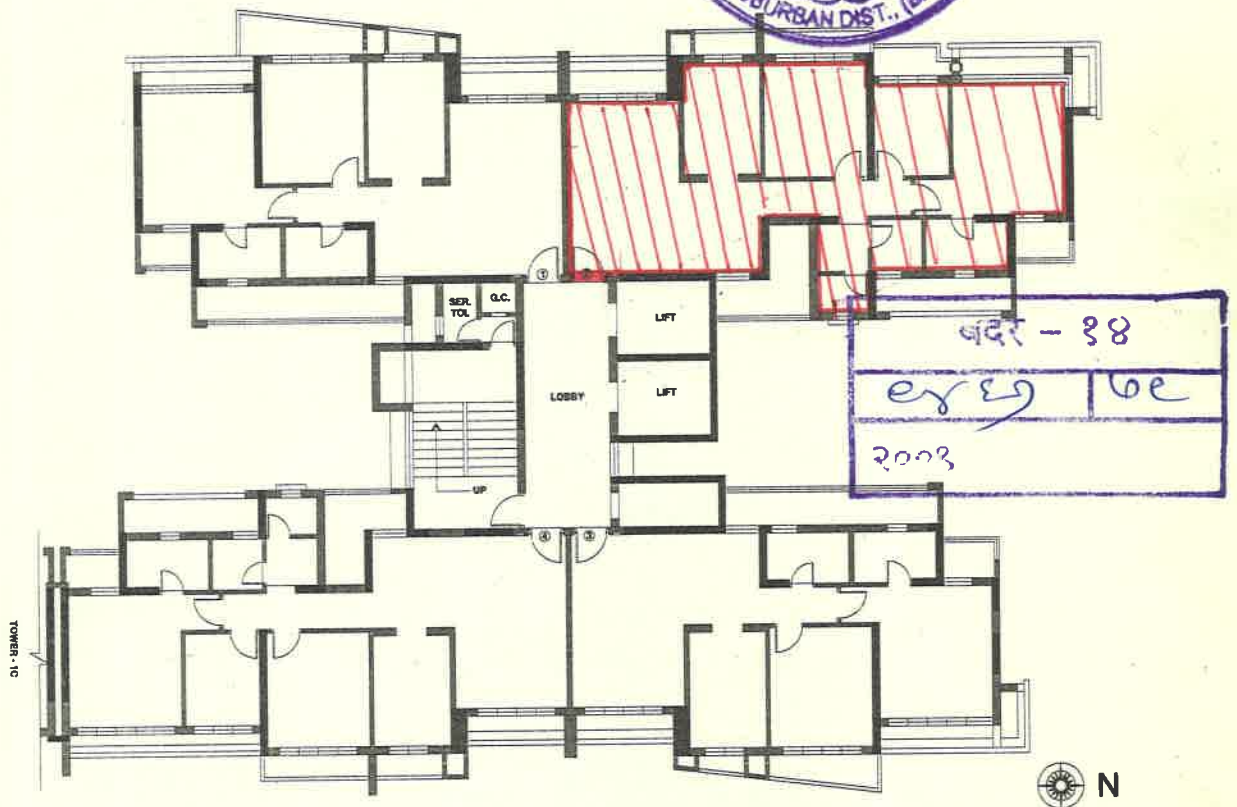
Proposed floor plan of Flat No. _____ on _____ floor in Wing C of Building No. 1 at
"KALPATARU AURA" agreed to be acquired by the party of the Other Part
as shown verged in red colour.

The above information is indicative of the proposed development and is issued in good faith for guidance only. Subject to the approval of the authorities or in the interest of continuing improvement, the Developers reserve the right to alter the layout, plans, specifications or features without prior notice or obligation.

EXHIBIT "C"

For Kalpataru Ltd.

Ranilal Behl
Director/Constituted Attorney



1D

Proposed floor plan of Flat No. 32 on 3rd floor in Wing D of Building No. 1 at
"KALPATARU AURA" agreed to be acquired by the party of the Other Part
as shown verged in red colour.

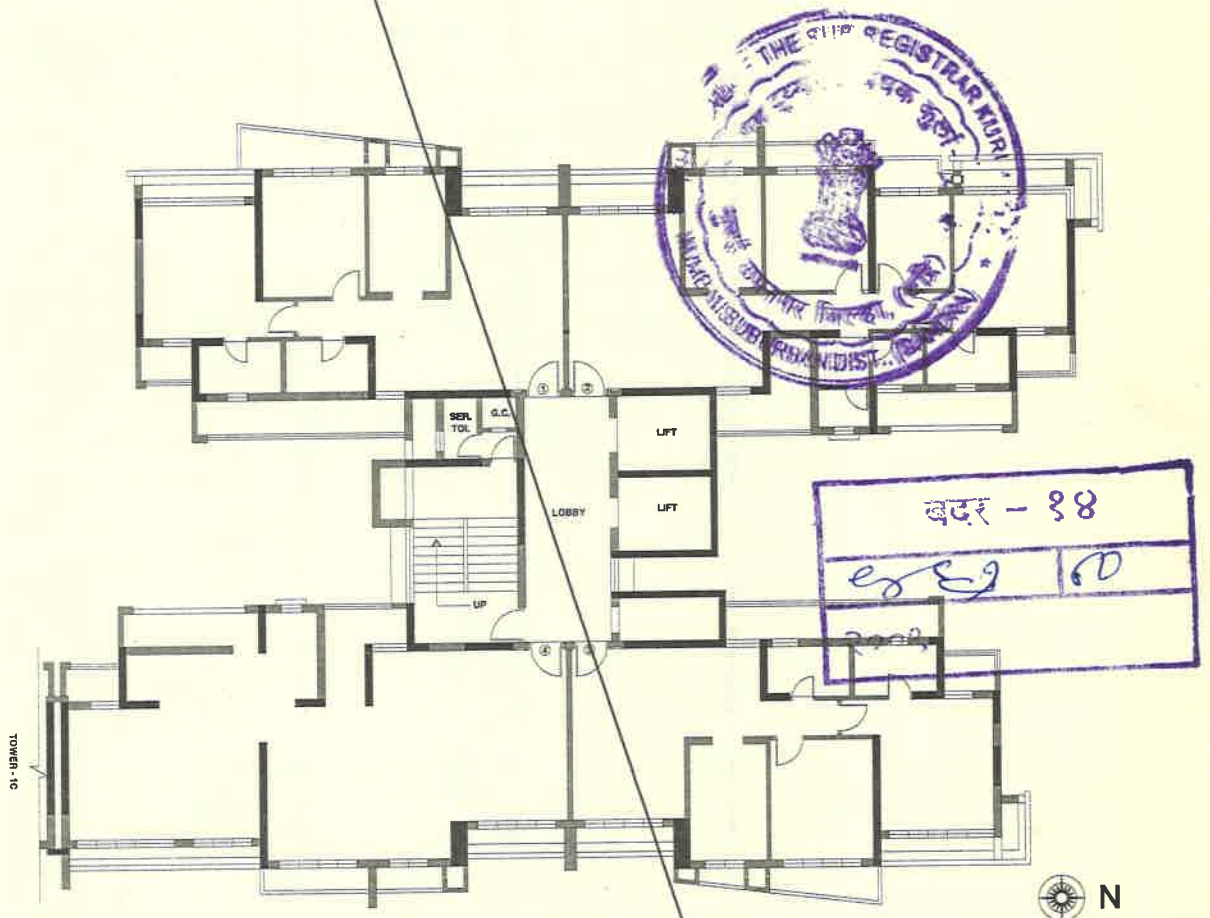
The above information is indicative of the proposed development and is issued in good faith for guidance only. Subject to the approval of the authorities or in the interest of continuing improvement, the Developers reserve the right to alter the layout, plans, specifications or features without prior notice or obligation.

*Full signed
M. S. K. S.*
[Signature]

EXHIBIT "C"

For Kalpataru Homes Ltd.

Director/Constituted Attorney



1D

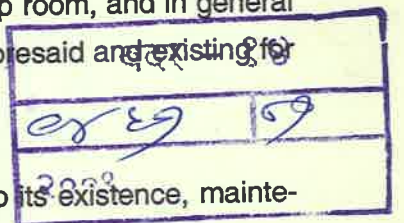
Proposed floor plan of Flat No. _____ on _____ floor in Wing D of Building No. 1 at
"KALPATARU AURA" agreed to be acquired by the party of the Other Part
as shown verged in red colour.

The above information is indicative of the proposed development and is issued in good faith for guidance only. Subject to the approval of the authorities or in the interest of continuing improvement, the Developers reserve the right to alter the layout, plans, specifications or features without prior notice or obligation.

EXHIBIT "D"

The nature, extent and description of the common / limited restricted amenities, areas and common facilities are broadly:

- 1) Entrance foyers, lobbies, stairs, lift, lift well, lift machine room (if any) and drive-way.
- 2) The common toilet, common terrace, but excluding car parking spaces and private terrace / open space area/s specifically allotted to an Allottee/s.
- 3) Installation of central services, such as lift, power, water, drainage, sewerage, sewerage treatment plant, light, TV cable, telephone lines, intercom lines, gas lines etc.
- 4) The water tanks (overhead / underground / suction) pump room, and in general all apparatus and installations of and incidental to the aforesaid and existing for common use.
- 5) All other parts of the building necessary or convenient to its existence, maintenance and safety, or normally in common use.



The above information is indicative of the proposed development and is issued in good faith for guidance only. Subject to the approval of the authorities or in the interest of continuing improvement, the Developers reserve the right to alter the layout, plans, specifications or features without prior notice or obligation.

81

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Handwritten signature

EXHIBIT "E"

AMENITIES

GENERAL:

- Well designed entrance lobby decorated with marble / granite
- Passenger lift per wing.
- Modern security systems.
- Servants' toilet.
- Agglomerated marble in living/dining and common bedroom.
- Wooden flooring in master bedroom and study room.
- Intercom system.
- Superior quality paint on internal walls.
- Anodized aluminium sliding windows with granite/marble sill.



KITCHEN:

- Granite flooring.
- Granite platform with stainless steel sink with drainboard.
- 2 feet ceramic tile dado above kitchen platform.
- Additional service platform.
- Exhaust fan.

खतर - १४	
२४	२
२००९	

ELECTRICALS:

- Concealed copper wiring.
- Miniature circuit breakers.
- Telephone points and Cable TV point in the living room and bedrooms.

BATHROOMS / TOILETS:

- Granite / Marble Tiles flooring.
- Ceramic tiles dado upto door height.
- Storage water heater / geyser.
- Concealed plumbing.
- Superior quality sanitary fixtures and CP fittings.
- Exhaust fan.

The above information is indicative of the proposed development and is issued in good faith for guidance only. Subject to the approval of the authorities or in the interest of continuing improvement, the Developers reserve the right to alter the layout, plans, specifications or features without prior notice or obligation.

VALID UPTO 12 DEC 2007

Gen. 135 - 2006 - ②

MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

No: CE/ 6382 /BPES/AN 13 DEC 2006

COMMENCEMENT CERTIFICATE

To,
Mis. Kalpataru Homes
Ltd.

Sir,

With reference to your application No. 1999 dt. 28/9/2006

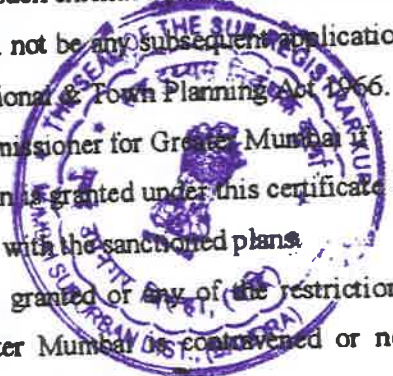
for Development Permission and grant of Commencement Certificate under Section 45 and 69. of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building No.

01 on plot No. — C.T.S.No. 168A/A, 168A/1 to 28 Divn/ Village / Town-
Planning Scheme No. — situated at Road / Street 168A/31,33, 168(GCPE) Ghatkoper (W) Ward

N the Commencement Certificate / Building permit is granted on the following conditions :-

- 1) The land vacated on consequence of the endorsement of the set back line / road widening line shall form part of the public street.
- 2) That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.
- 3) The commencement certificate/ development permission shall remain valid for one year commencing from the date of its issue.
- 4) This permission does not entitle you to develop land which does not vest in you.
- 5) This commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not be any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act 1966.
- 6) This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if
 - a) The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c) The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an even shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.

वर्ग - १४
२४/९/०६
२००७



CERTIFIED TRUE COPY

M. Serrao
M. SERRAO
(ARCHITECT)
REG. NO. CA/99/24879

Gen. No. 15

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

The Municipal Commissioner has appointed Shri V. D. Ingawale Executive

Engineer to exercise his powers and functions of the planning Authority under Section 45 of the said Act.

The C.C. is valid upto 1.2 DEC 2007

C.C. for wing A to D, podium + stilt slab & for wing E up to podium + plinth as per approved plan dtd. 17/11/2006

For and on behalf of Local Authority
The Municipal Corporation of Greater Mumbai

CE/6382/BPES/AN 27 APR 2007



13900000 13/12/2006

C.C. upto Stilt as per approved plans dt. 17/11/2006 for wing A to E

Executive Engineer [Building Proposal]
Eastern Subs
FOR

बदल - ३४	
२४९	१४
२००३	

Aggeee
27/4/2007
Executive Engineer Building Proposal
(Eastern Suburbs.)

CE/6382/BPES/AN 19 MAY 2007

Full CC for wing 'A' as per approved Amended Plans dtd. 19/05/2007 i.e. 62.0 m above AGL

Aggeee
19/5/2007

Executive Engineer Building Proposal
(Eastern Suburbs.)

CE/6382/BPES/AN 18 JUN 2007

Full C.C. to wing B & C i.e. 62.00 m. above AGL as per approved plan dt. 19/5/2007 & C.C. upto Stilt for wing D to E

Aggeee
18/6/2007

CE/6382/BPES/AN

22 AUG 2007 Executive Engineer Building Proposal
(Eastern Suburbs.)

Full C.C. for wing 'D' as per approved plans dtd. 19/5/2007

Aggeee
22/8/2007

Executive Engineer Building Proposal

c.c. to wing F & G as per approved plans dtl 19.5.2008

[Signature]
26/3/2008

Executive Engineer Building Proposal
(Eastern Suburbs.)

CE/6382/BPES/AN 30 JUL 2008

c.c. upto podium + skt. + 18th Floor for wing A to D and Full
c.c. for wing E, F & G. as per approved plan dt. 21.6.2008

[Signature]
30/7/2008

Executive Engineer Building Proposal
(Eastern Suburbs.)

6382 H 25 JUN 2009

Full c.c. as per approved plans dt. 16.6.2009

CE/6382/BPES/AN 16 SEP 2009

Full c.c. extended for wings 'F' & 'G' as per approved
plans dated 14.9.2009

[Signature]
Executive Engineer Building Proposal
(Eastern Suburbs.) II

88	
<i>[Signature]</i>	<i>[Signature]</i>
16-9-2009	

CE/6382/BPES/AN 18 SEP 2009

Full c.c. as per approved plans dated 14.9.2009

Executive Engineer Building Proposal,
(Eastern Suburbs.) - II

[Signature]
18-9-2009
Executive Engineer Building Proposal,
(Eastern Suburbs.) - II



CERTIFIED TRUE COPY

[Signature]
MEENA SERRAO
(ARCHITECT)
REG. NO. CA/99/24&79

मालमत्ता पत्रक

घाटकोपर

न.भू.अ.घाटकोपर

जिल्हा -- मुंबई उपनगर जिल्हा

शासनाला दिलेल्या आकारणीची किंवा भाड्याचा तपसणी आणि त्याच्या फेर तपसणीची नियत वेळ

दिनांक
१६/०८/२००४

प्लॉट नंबर प्लॉट नंबर क्षेत्र चौ.मी. धारणीधिकार

दिनांक	व्यवहार	खंड क्रमांक	नविन धारक (धा) पट्टदार (प) किंवा धार (धा)	साक्षात्करण
०६/०८/२००४	<p>मा. निलेशविठ्ठल मुंबई उपनगर मंत्रिकेकडील आदेश क्र. सी/कार्य २ सी/पो.वि/एस.आर.अ. ५८८ दि. २/११/२००४ चे आदेशानुसार व सामिलीकरण/घोटविधानन मो.र.नं. १९३/४-६-०५ नुसार न.पू.क्र. १६८अ चे ४०९७७.० चौ.मी. मध्ये न.पू.क्र. १६८ब क्षेत्र ११४२७.०० चौ.मी. व न.पू.क्र. १६८अ/३२ चे २५६४.५ चौ.मी. सामील करून १६८अ चे ५४९७८.५ चौ.मी. क्षेत्र कायम केले व क्षेत्रामधून घोटविधाननाने न.पू.क्र. १६८अ/ब क्षेत्र ११४२७.० चौ.मी. वजा करून या क्षेत्राची स्वतंत्र मिळकत पत्रिका उघडून धारक व सत्ताधिकार मूळ मिळकत पत्रिकेप्रमाणे दाखल केले. नविन मिळकत पत्रिकेचे क्षेत्र वजा जात उर्वरित ४२५४१.५ चौ.मी. एवढे क्षेत्र न.पू.क्र. १६८अ ला कायम करून न.पू.क्र. १६८अ ला सैन बदल करून १६८अ/अ असा दाखल केला सामिलीकरणाने न.पू.क्र. १६८ब, १६८अ/३२ या मिळकत पत्रिका रद्द केल्या.</p>			<p>फेरफार क्र.१०१ प्रमाणे सही- ६/८/२००४ न.भू.अ.घाटकोपर.</p>



बदर - १४

न.भू.अ.घाटकोपर
२००४
मुंबई उपनगर जिल्हा

तपसणी करणारा -

खरी नकल -

५३१०६ अ वाल्याची तारीख ०३/०८/०६
२००३ मसकत तयार तारीख ५/१०/०३
२१/११/०३
तपसणी करणारा
नवकल दिल्याची तारीख ६/११/०६

खरी प्रत

बबल घुसापद बलिगारी
घाटकोपर

प्रमाण पत्र

पत्रिकेच्या प्रमाणित प्रतीवर दाखल क्षेत्र ४३५४१.५ चौ.मी.
पत्रिकेच्या क्षेत्राच्या मध्ये घुंटेची कितीही रक्कत पाच बीडर हे मूळ मिळकत पत्रिकेवर नमूद केलेल्या दशांशमात्र क्षेत्राच्या मज्जात असण्याची खात्री केली आहे.

अधीक्षक, भूमि अभिलेख
मुंबई उपनगर जिल्हा
मुंबई.

ICICI Bank

Customer Copy

Deposit Br. 11 Date 22/2

Pay to : ICICI Bank Ltd. A/C Stamp Duty

Franching Value	Rs.	400
Service Charges	Rs.	420
Total	Rs.	820

Name of Stamp duty paying party : Shantilal Bohra

DD / Cheque No. 1001

Drawn on Bank ICICI Bank Ltd.

(For Bank's Use only)

Tran ID 189515081

Franking Sr. No.

Officer

FRANKING DEPOSIT SLIP

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, We, Shantilal P. Bohra and Narendra S. Lodha, Indian Inhabitants, having office at 91 Kalpataru Synergy, Opposite Grand Hyatt, SantaCruz (East), Mumbai-400055, SEND GREETINGS:-

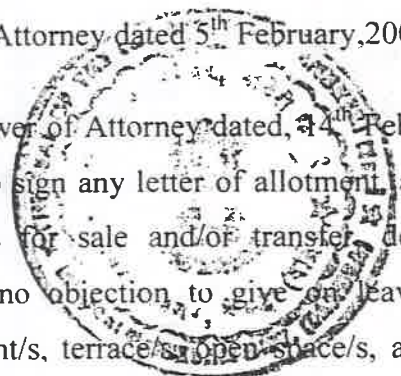
बदर - १४
२००८/१७
२००८

WHEREAS:-

A. **Kalpataru Limited** (formerly known as Kalpataru Homes Limited) (hereinafter referred to as "the Company") having its Registered Office at 91, Kalpataru Synergy, Opposite Grand Hyatt, SantaCruz (East), Mumbai - 400055 has nominated, constituted and appointed each of us, to be the true and lawful Attorney for and on behalf and as an authorised signatory of the Company to do, execute and perform jointly or severally, all or any of the following acts, deeds, matters and things, and to exercise all or any of the powers, authorities and discretions more particularly set out in the Power of Attorney of the Company, dated 5th February, 2008 (hereinafter referred to as "the said Power of Attorney"), pursuant to the Board of Directors of the Company resolution dated 5th February, 2008. Annexed hereto is a copy of the said Power of Attorney dated 5th February, 2008;

B. By virtue of Clause 1 of the said Power of Attorney dated, 5th February, 2008, We are severally authorized to sign any letter of allotment, any no objection to mortgage, agreement/s for sale and/or transfer, deed of cancellation, deed of rectification, no objection to give on leave and licence in respect of flat/s, apartment/s, terrace/s, open space/s, and car parking space/s ("the said Property") of the Company from time to time and to appear before the concerned Registrar/Sub-Registrar of Assurances at Mumbai and/or Thane and to register the sale/transfer/rectification /cancellation documents in respect of any of the said Property;

C. By virtue of clause 2 of the said Power of Attorney dated 14th February, 2008, We may severally further authorise any person/s severally to appear for each of us in our respective name and on our behalf before the



बदर - १४
२००८/१७
२००८

For ICICI Bank Ltd.
 Kadamgiri Complex,
 Hanuman Road, Vile Parle (E)
 Mumbai - 400 057
 P.S./STATION/C.R. 16/11/17/2005/
 740 to 45

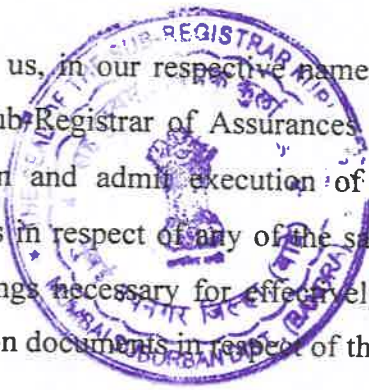
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 Rs. 0000400/- P85359
 107195
 FEB 20 2008
 14:04

बदर-१
२००८
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concerned Registrar/Sub-Registrar of Assurances at Mumbai and/or Thane and present for registration and admit execution of the sale/transfer/rectification/cancellation documents, in respect of any of the said Property and to do all acts, deeds, matters and things necessary for effectively registering the sale/transfer/rectification/cancellation documents in respect of the said Property.

NOW KNOW YE ALL THESE PRESENT WITNESSETH THAT, We, the said **Shantilal P. Bohra** and **Narendra S. Lodha** do hereby nominate, constitute and appoint **Mr. Omprakash Mehta, Mr. Yogesh Bandekar, Mr. Rajesh Acharya** and **Mr. Praful Kanojia**, each of them severally (hereinafter referred to as "the said Attorneys") to be the true and lawful Attorneys for us, in our name and on our behalf to do all or any of the following acts, deeds, matters and things and to exercise any of the Powers and Authorities hereby conferred, that is to say:-

To appear for each of us, in our respective name and on our behalf before the concerned Registrar/Sub-Registrar of Assurances at Mumbai and/or Thane and present for registration and admit execution of the sale/transfer/rectification/cancellation documents in respect of any of the said Property and to do all acts, deeds, matters and things necessary for effectively registering the sale/transfer/rectification/cancellation documents in respect of the said Property.



बदर - १४
२००८

AND all whatsoever the said Attorneys shall do or cause to be done in pursuance hereof, We do hereby agree to ratify and confirm.

IN WITNESS WHEREOF, We, the said **SHANTILAL P. BOHRA** and **NARENDRA S. LODHA**, have hereunto set and subscribed our respective hands this 20th day of February, 2008.



SIGNED AND DELIVERED)
by the withinnamed)
Shantilal P. Bohra)
in the presence of Deepali Mulye)

Shantilal Bohra


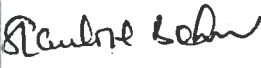











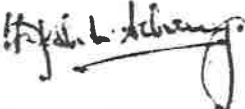





SIGNED AND DELIVERED)
by the withinnamed)
Narendra S. Lodha)
in the presence of Dilna Jayraj)

Narendra S. Lodha

(Dilna Jayraj)

Before Me

बंदर-१
 २००४/३
 २००६

NAME	PHOTOGRAPH	SIGNATURE	LEFT HAND THUMB IMPRESSION
Mr. Shantilal P. Bohra			
Mr. Narendra S. Lodha			
Mr. Omprakash Mehta			
Mr. Yogesh Bandekar			
Mr. Rajesh Acharya			
 Mr. Praful Kanojia			

बंदर - १६
 २००४

2008/-

बदर-१
2008/4
२००८



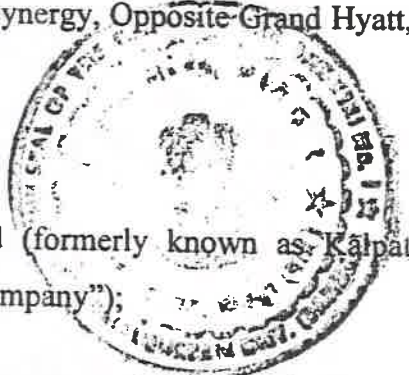
बदर - १६
२४९ १०
२००८

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, IMTIAZ I. KANGA Indian Inhabitant, having office at 91, Kalpataru Synergy, Opposite Grand Hyatt, Santa Cruz (East), Mumbai - 400055, SEND GREETINGS:

WHEREAS:

- (A) I am a Director of Kalpataru Limited (formerly known as Kalpataru Homes Limited) (hereinafter referred to as "the Company");
- (B) The Board of Directors of the Company, by its resolution dated 5th February, 2008 has authorised Mr. Shantilal P. Bohra and Mr. Narendra S. Lodha, both having office at 91, Kalpataru Synergy, Opposite Grand Hyatt, Santa Cruz (East), Mumbai 400055, as attorneys severally as the Company's respective lawful attorneys to sign any letter of allotment, no objection to mortgage, agreement/s for sale and/or transfer, deed of rectification, deed of cancellation, no objection to give on leave and licence in respect of flat/s, apartment/s, terrace/s, open space/s and car parking spaces ("the said Property") of the Company from time to time and to appear before the Registrar/Sub-Registrar of Assurances at Mumbai and/or Thane and to register the sale/transfer/rectification/cancellation of documents in respect of any of the said Property;
- (C) The Attorneys may severally further authorise any person/s severally to appear on each of them in their respective name and on their behalf before the concerned Registrar/Sub-Registrar of Assurances at Mumbai and/or Thane and present for registration and admit execution, of the sale/transfer/rectification/cancellation documents in respect of any of the said Property and to do all acts, deeds, matters and



Authorized Signatory
Narendra S. Lodha
Kalpataru Limited
Kadambri Complex,
Haramam Road, Vile Parle (E)
Mumbai - 400 057
DPS/STP/V/C/R/101/1/17/2008/
740 087430

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FEB 20 2008
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NEHA STAMP DUTY MAHARASHTRA

बदर-१
 २००८
 २००८

things necessary for effectively registering the sale/transfer/rectification/cancellation documents in respect of any of the said Property.

NOW KNOW YE ALL THESE PRESENT WITNESSETH THAT I, the said IMTIAZ I. KANGA, director of the Company by virtue of the said resolution of the Company dated 5th February, 2008, do hereby nominate, constitute and appoint (1) **Mr. SHANTILAL P. BOHRA** (2) **Mr. NARENDRA S. LODHA**, each of them severally (hereinafter referred to as "the Attorneys") to be the true and lawful Attorneys for and on behalf of the Company and as authorised signatory of the Company to do all or any of the following acts, deeds, matters and things and to exercise any of the powers and authorities hereby conferred, that is to say:-

- 1) The Attorneys are hereby severally authorized to sign any letter of allotment, no objection to mortgage, agreement/s for sale and/or transfer, deed of rectification, deed of cancellation, no objection to give on leave and licence in respect of flat/s, apartment/s, terrace/s, open space/s and car parking space/s ("the said Property") of the Company from time to time and to appear before the concerned Registrar/Sub-Registrar of Assurances at Mumbai and/or Thane and to register the sale/transfer/rectification/cancellation documents in respect of any of the said Property.
- 2) The Attorneys may severally further authorise any persons severally to appear for each of them in their respective name and on their behalf before the concerned Registrar/Sub-Registrar of Assurances having jurisdiction and present for registration and admit execution of the sale/transfer/rectification/cancellation documents in respect of any of the said Property and to do all acts, deeds, matters and things necessary for effectively registering the sale/transfer/rectification/cancellation documents in respect of the said Property.

AND all whatsoever the Attorneys shall do or cause to be done in pursuance hereof, the Company do hereby agree to ratify and confirm.

IN WITNESS WHEREOF, I, **IMTIAZ I. KANGA**, director of the Company, has hereunto set and subscribed my hand this 10th day of February, 2008.

SIGNED AND DELIVERED)

by the withinnamed Company,)

Kalpataru Limited,)

by one of its director,)

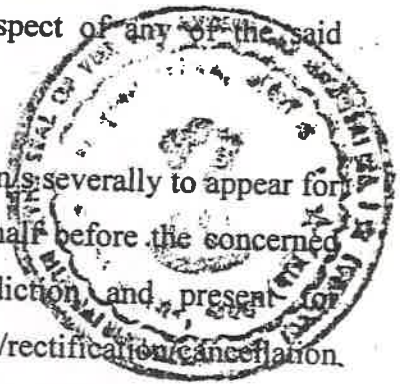
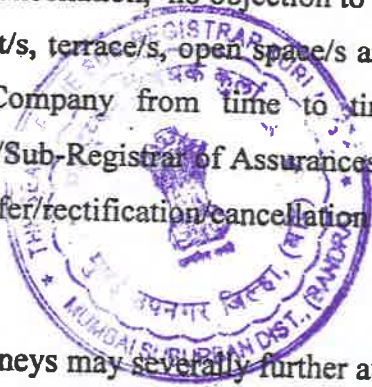
IMTIAZ I. KANGA in)

the presence of)

Deepali Mulye



NARENDRA S. LODHA
 20/2/08



Handwritten notes in a box: 30, 29, 2008



दस्त गोषवारा भाग - 2

वदर14

दस्त क्रमांक (9461/2009)

१००/१००

दस्त क्र. [वदर14-9461-2009] चा गोषवारा
बाजार मुल्य :6791225 मोबदला 8613430 भरलेले मुद्रांक शुल्क : 413500

पावती क्र.:9498 दिनांक:29/12/2009
पावतीचे दर्शन
नाव: मिलन अजित राणे - -

दस्त हजर केल्याचा दिनांक :29/12/2009 11:58 AM

निष्पादनाचा दिनांक : 26/12/2009

दस्त हजर करणा-याची सही :

Miln

30000 :नोंदणी फी
2000 :नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

32000: एकूण

Miln

म. ना. गरूड
दु. निबंधकाची सही, सह दु.नि.का-कुर्ला 4

दस्ताचा प्रकार :25) करारनामा

शिकका क्र. 1 ची वेळ : (सादरीकरण) 29/12/2009 11:58 AM

शिकका क्र. 2 ची वेळ : (फी) 29/12/2009 12:01 PM

शिकका क्र. 3 ची वेळ : (कबुली) 29/12/2009 12:01 PM

शिकका क्र. 4 ची वेळ : (ओळख) 29/12/2009 12:01 PM

दस्त नोंद केल्याचा दिनांक : 29/12/2009 12:01 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तपेवज करून देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) सुनिल पंत - - ,घर/प्लॉट नं: डी-69, दत्तानी पार्क, कांदीवली पूर्व मुं 101.

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) विनोद पेजे - - ,घर/प्लॉट नं: -

गल्ली/रस्ता: 4/5, लक्ष्मी सदन , झवेर रोड ,मुलुड प. मुं 80

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -



Miln
म. ना. गरूड
दु. निबंधकाची सही
सह दु.नि.का-कुर्ला 4

प्रमाणित करण्यात येते कि या दस्तामध्ये
एकूण *शुल्क ३०००* पाने आहेत
बदर - *२४२९* /२००९
पुस्तक क्रमांक *१* क्रमांकावर
नोंदला *२९/१२/०९*
दिनांक *Miln*

Miln
म. ना. गरूड
दु. निबंधकाची सही
सह दु.नि.का-कुर्ला-४
बंगोर उपनगर जिल्हा.





29/12/2009

दुय्यम निबंधकः

12:01:30 pm

सह दु.नि.का-कुर्ला 4

दस्त गोषवारा भाग-1







वदर14

दस्त क्र 9461/2009

ee

दस्त क्रमांक : 9461/2009

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव: मेसर्स कल्पतरु लि.तर्फे कॉन्स्ट्रुट अटनी शांतीलाल बोहरा यांनी निष्पादित केलेल्या दस्तास कबुली जबाबासाठी मुखत्यार म्हणून श्री. प्रफुल्ल कनोजिया AAACK2108G - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता:	लिहून देणार वय 32 सही <i>Prakash</i>		
2	नाव: मिलन अजित राणे - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: 86/3, मनिषा नगर, मुंबई -पुणे रोड ,कळवा, ठाणे ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर:	लिहून घेणार वय 32 सही <i>Miln</i>		
3	नाव: अजित तातेभाऊ राणे - - पत्ता: घर/फ्लॅट नं: - गल्ली/रस्ता: वरीलप्रमाणे ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव:- तालुका: - पिन: - पॅन नम्बर: -	लिहून घेणार वय 37 सही <i>Ajit</i>		



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

RAJNEESH JAGDISH JADLI

JAGDISH SHRIRAM JADLI

26/01/1982

Permanent Account Number

AIZP15431F

Signature



बदर - १
२००८
२००८

बदर - ३
२००९



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT OF INDIA

SUNIL SPANT

SATYAPRASAD MATARAM PANT

03/10/1977

Permanent Account Number

ALWPP4713A

Signature



XEROX COPY



26/02/2008

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

4:36:04 pm

अंधेरी 1 (बांद्रा)




वदर1

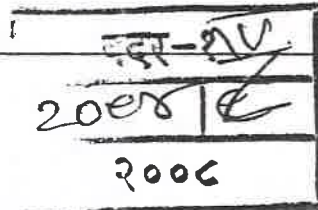
दस्त क्र 2094/2008

दस्त क्रमांक : 2094/2008










दस्ताचा प्रकार : मुखत्यारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा उसा

<p>1 नाकः शांतीलाल पी. वोहरा - - पत्ता: घर/फ्लॅट नं: 91 गल्ली/रस्ता: - ईमारतीचे नाव: कल्पतरु सिनर्जी ईमारत नं: - पेट/वसाहत: - शहर/गाव: सांताक्रूझ (पू) तालुका: - पिन: 55 पॅन नम्बर: -</p>	<p>लिहून देणार वय 57 सही <i>Ranbir Bohra</i></p>	 64492 - 203717	
<p>2 नाकः नरेंद्र एस. लोढा - - पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर: -</p>	<p>लिहून देणार वय 44 सही <i>[Signature]</i></p>	 64492 - 203717	
<p>3 नाकः ओमप्रकाश मेहता - - पत्ता: घर/फ्लॅट नं: लिहून देणारप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर: -</p>	<p>लिहून घेणार वय - सही</p>	<p>उपलब्ध नाही</p>	<p>वदर - १० उपलब्ध नाही <i>[Signature]</i> २००९</p>
<p>4 नाकः योगेश बांदेकर - - पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर: -</p>	<p>लिहून घेणार वय - सही</p>	<p>उपलब्ध नाही</p>	<p>उपलब्ध नाही</p>
<p>5 नाकः राजेश आचार्य - - पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: - ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव: - तालुका: - पिन: - पॅन नम्बर: -</p>	<p>लिहून घेणार वय - सही</p>	<p>उपलब्ध नाही</p>	<p>उपलब्ध नाही</p>



बंदर-१
२०१६
१००८

NAME	PHOTOGRAPH	SIGNATURE	LEFT HAND THUMB IMPRESSION
Mr. Imtiaz I. Kanga			
Mr. Shantilal Kohra			
Mr. Narendra S. Jadhav			

NOTARY
GOVT. OF MAHARASHTRA
State of Maharashtra
Reg. No. 25
Narendra C. Patel

बंदर-१४
२०१६
१००८

शान्तीलाल कोहरा


NOTARY
GOVT. OF MAHARASHTRA
State of Maharashtra
Reg. No. 25
Narendra C. Patel

NOTARY
GOVT. OF MAHARASHTRA
State of Maharashtra
Reg. No. 25
Narendra C. Patel



THE DISTRICT REGISTRAR KURDI
मुंबई उपनगर जिल्हा, (बंदरा)
MUMBAI SUBURBAN DIST., (BANDRA)

NOTARY
GOVT. OF MAHARASHTRA
State of Maharashtra
Reg. No. 25
Narendra C. Patel


NAREND C. PATEL
NOTARY
For The State of Maharashtra

NOTARY
GOVT. OF MAHARASHTRA
State of Maharashtra
Reg. No. 25
Narendra C. Patel

NOTARY
GOVT. OF MAHARASHTRA
State of Maharashtra
Reg. No. 25
Narendra C. Patel



बदर 1
दस्त क्र 2094/2008

26/02/2008

दुय्यम निबंधकः

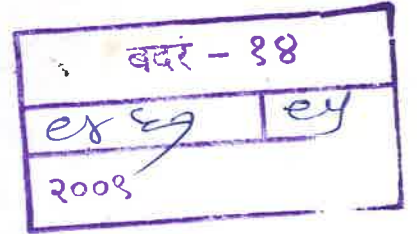
दस्त गोषवारा भाग-1

4:36:04 pm

अंधेरी 1 (बांद्रा)

दस्त क्रमांक : 2094/2008
दस्ताचा प्रकार : मुखत्यारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
6	नाव: प्रफूल कनोजिया - - पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे गल्ली/रस्ता: ईमारतीचे नाव: - ईमारत नं: - पेट/वसाहत: - शहर/गाव:- तालुका: पिन: - पॅन नम्बर: -	लिहून घेणार वय सही	उपलब्ध नाही	उपलब्ध नाही





दस्त गोषवारा भाग - 2

वदर1

दस्त क्रमांक (2094/2008)

दस्त क्र. [वदर1-2094-2008] चा गोषवारा
बाजार मुल्य :0 मोबदला 0 भरलेले मुद्रांक शुल्क : 400

पावती क्र.:2108 दिनांक:26/02/2008
पावतीचे वर्णन
नांव: शांतीलाल पी. बोहरा - -

दस्त हजर केल्याचा दिनांक :26/02/2008 04:32 PM
निष्पादनाचा दिनांक : 20/02/2008
दस्त हजर करणा-याची सही :

Raulal Bahu

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

280: एकूण

दस्ताचा प्रकार :48) मुखत्यारनामा
शिकका क्र. 1 ची वेळ : (सादरीकरण) 26/02/2008 04:32 PM
शिकका क्र. 2 ची वेळ : (फी) 26/02/2008 04:35 PM
शिकका क्र. 3 ची वेळ : (कबुली) 26/02/2008 04:35 PM
शिकका क्र. 4 ची वेळ : (ओळख) 26/02/2008 04:35 PM



दु. निव्वकाची सही, अंधेरी 1 (वांद्रा)

दस्त नोंद केल्याचा दिनांक : 26/02/2008 04:35 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करुन देणा-यांना व्यक्तीशः ओळखतात,
व त्यांची ओळख पटवितात.

1) रजनीश जदली - - ,घर/फ्लॅट नं: डी/69

गल्ली/रस्ता: -
ईमारतीचे नाव: दत्तानी पार्क
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव:कांदीवली (पु)

तालुका: -
पिन: 101

2) सुनिल पंत - - ,घर/फ्लॅट नं: वरीलप्रमाणे

गल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/वसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

[Handwritten signature]



वदर-१
2008/2008
२००८



वदर - १४
२००८

[Handwritten signature]



दस्त करधत देणे वी, वा
एस्तमच्ये पदुण...२०...पाने नदित

[Handwritten signature]

दु. निव्वकाची सही
अंधेरी 1 (वांद्रा)

सा. मुख्य निबंधक, अंधेरी-२, १
मुंबई उपनगर जिल्हा,



वदर-१/2008/2008

दस्ताचा क्रमांक १, क्रमांक.....वर
नोंदला.
दिनांक: 26/2/08

सा. मुख्य निबंधक, अंधेरी-२, १
मुंबई उपनगर जिल्हा,

घोषणापत्र

मी शकुल कानोजीया याद्वारे घोषित

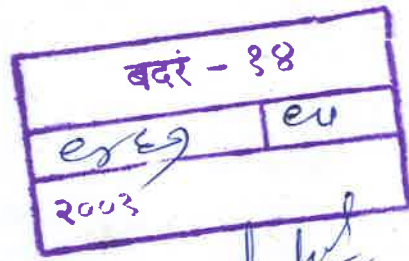
करतो की, दुय्यम निबंधक कुल - ४ यांचे कार्यालयात १२/१२/११

या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे.
श्री. शकुल कानोजीया व इ. यांनी दि. २०/१२/०४ रोजी

मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून

देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध



असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सादरचे कथन चुकांचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिल याची मला जाणीव आहे.



[Handwritten Signature]

कुलमुखत्यारपत्रधारकाचे नांव
व सही

दिनांक:- २०/१२/०४

MH0296-24705
 30.10.2008
 FORM B
 Sec. Rule 16(1)
 Driving Licence
 Driving Licence No. MH0296-24705
 Date of Issue 24-6-96
 Name of the licence Holder Mr. Sunil Parat
 Son/wife/daughter of Satyaprasad
 Signature of Thumb-Im 
 Signature of Thumb-Im 
 Signature of Authority 
 Specimen Signature/Thumb Impression of the Holder of the licence.
 Name to be written across the photograph

वार - ३४
 २४९
 २००९

INCOME TAX DEPARTMENT
 VINOD KRISHNA PEJE
 KRISHNA PEJE
 13/07/1981
 Permanent Account Number
 BBIPP1962Q
 Signature 




DATED THIS 26th DAY December 2009

BETWEEN

KALPATARU HOMES LIMITED

91, Kalpataru Synergy, Opp. Grand Hyatt,
Santacruz (East), Mumbai - 400 055.
Tel. : 3064 5000

DEVELOPERS

AND

Mr./Miss./ Mrs. /M/s. Milan Ajit Rane
and Mr. Ajit Totabharu Rane

a Company / Firm, having his/her/their address at

80/3, Manisha Nagar, Mumbai -
Pune Road, Kurla, Thane -
400017

PURCHASER

AGREEMENT FOR SALE

in respect of Flat No. 22 on 2 floor in

Wing A of Building No. 1 and old

open / stilt / basement car parking space / s

bearing no/ s. _____

in the Complex known as

“KALPATARU AURA”

L. B. S. Marg, Ghatkopar (West),

Mumbai - 400 086.