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Sushi Prajatati
ALL 2016

ATLANTIS

AGREEMENT FOR SALE

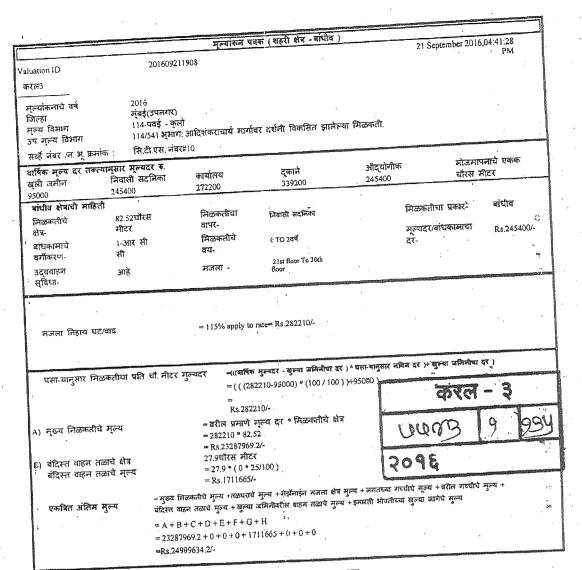
FLAT NO.: 2204 WING C

Original/Duplicate नोंदणी कं. :39म 390/7743 Wednesday, September 21, 2016 Regn.:39M 4:43 PM दिनांक: 21/09/2016 पादती कं.: 8577 गावाचे नाव: पवई दस्तऐवजाचा अनुक्रमांकः करल3-7743-2016 दस्तऐवजाचा प्रकार : करारनामा सादर करणाऱ्याचे नाव: चेतन . शर्मा र. ३००००.०० नोंदणी फी ₹. 2700.00 दस्त हाताळणी फी पृष्ठांची संख्या: 135 ∙ হ. 32700.00 आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे सह. दुव्यम निबंधक 5:03 PM ह्या वेळेस मिळेल. कुर्ला-३ (वर्ग-२) बाजार मुल्य: रु.26519500 /-मोबदला रु.35169500/-भरलेले मुद्रांक शुल्क : रु. 1758600/-1) देयकाचा प्रकार: eSBTR/SimpleReceipt रङ्कम: रु.30000/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004037218201617S दिनांक: 20/09/2016

() seton Sharma

र्वेकेचे नाव व पत्ता: Panjab National Bank 2) देयकाचा प्रकार: By Cash रक्कम: रु 2700/-

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सह. दुय्यम निबंधक कुर्ला-३ (वर्ग-२)

	महाराष्ट्र शासन - नोंदणी व मुद्रांक विनाम करल - ३
	मुल्यांकन अहवाल सन २०१६
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٤.	सादरकत्विव नव :- येटा व शिक्स
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ц.	नगरपुरापन क्रमांक / सर्वे क ./ आतम पुंख ६ ० १००
ξ.	- मूल्य दाविभाग (शोन) १- <u>। 11415/41</u> - मूल्य दाविभाग (शोन) १- <u>। 11415/41</u>
G	मिळकतीचा प्रकार :- खुली जमीन
•	प्रति घो. मी. दर १ 245400
۷.	दलात नमुद केलेल्या निळकतीचे क्षेत्रफळ :- 82 52 कार्ल्ट विल्ट अप ची . मीटर / सूट
9.	कारपार्किगः - 2 मच्चीः - पोटमाळाः -
10.	मजला क्रमांक :- 22 उदबाहन मुविधा आहे / नाही .
. }}	बांधकाम वर्ष :-
१२ •	बांधकामाचा प्रकार :- आर . सी . सी . / इतर पक्के / अर्थे पक्के / कव्ये
ŧ\$.	वाजार्मुल्यदर तक्त्यातील मार्गदर्शक पुचना क्र
. 88°	भाडेकरू व्याप्त मिळकत असल्यास :- १ . त्याच्या ताव्यातील क्षेत्र (जुने क्षेत्र)
	र. मवीन इमारतीत दिलेले क्षेत्र
	३. भाडयाची रक्कम
१५.	लिव्ह ॲन्ड लायसन्तवा दस्त :- १. प्रतिगाह भाडे एक्कम
	निवासी / अनिवासी ३ : २ : अनामत रक्कम / आगावू भाडे ३-
	३. कालवधी
· }{.	निर्धारित केलेले बाजारमूल्य ।-
ţo.	दस्तामध्ये दर्शविलेली मोबदला :-
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,	29634X8252=24452409/ 29634X256X279= 2066889/ 29634X256X279= 2656889/
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16.	रेप मुद्रांक शुल्क :- <u>1758,000</u> - भारतेले मुद्रांक शुल्क :- <u>1758,60</u> 0

१९ - देय नींदणी फी

सह. द्वयम्निस्सिक्ष्मक कुर्ला-३ (वर्ग-२)

TENTOC TINTE GOVERNMENT OF MAHABASHTRAM STREASURY REGERT (e-SBTR)

14067325719736

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Bank/Branch: PNB/POWAI(870900) Stationery No: 14067325719736. Pmt Txn id : 060916M614070 Print DtTime: 06-09-2016@15:22:33 Pmt DtTime : 06-09-2016@01:35:20 GRAS GRN : MH004037218201617S ChallanIdNo: 03006172016090650288 Office Name : IGR199/KRL3_JT SUB REGIST : 7101/MUMBAI StDuty Schm: 0030045501-75/Sale of Other NonJudicial Stamps SoS StDuty Amt : R 17,58,600/-(Rs One Seven, Five Eight, Six Zero Zero only) RgnFee Schm: 0030063301-70/Ordinary Collections IGR RgnFee Amt : R 30,000/-(Rs Three Zero, Zero Zero Zero only). : B25/Agreement to sale/Transfer/Assignment Consideration: R 3,51,69,500/-Prop Descr : FLAT NO 2204, ATLANTIS C WING, HIRANANDANI, GARDENSPOWAIMUMBAI, Maharas Prop Myblty: Immovable Puty Payer: (PAN-DKJPS1266Q) CHETAN SHARMA Other Party: (PAN-AAAFL0589R) LAKE VIEW DEVELOPERS Bank officiali Name & Signature Bank official Name & Signa write below this line . --- Space for customer

e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

Data of ESBTR for GRN MH004037218201617S Bank - PUNJAB NATIONAL BANK

Bank/Branch

: POWAI

Pmt Txn id Pmt DtTlme : 060916M614070

ChallanidNo District

: 06/09/2016 13:35:20 : 03006172016090650288

: 7101 / MUMBAI

Stationary No

: 14067325719736 : 06/09/2016 15:22:33

Print DtTime GRAS GRN

: MH004037218201617S

Office Name

: IGR199 / KRL3_JT SUB REGISTRAR KURLA NO 3

StDuty Schm

: 0030045501-75/ Stamp Duty(Bank Portal)

StDuty Amt

RgnFee Schm

RgnFee Amt

: 0030063301-70 / Registration Fee
: Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)
: B25 Only for verification not

Article

Consideration

: 3,51,69,500.00/-

Prop Myblty Prop Descr

: Immovable : FLAT NO 2204, ATLANTIS C WING, HIRANANDANI, GARDENS, POWAI

: MUMBAI, Maharashtra

: 400076

Duty Payer

: PAN-DKJPS1266Q CHETAN SHARMA

Other Party

: PAN-AAAFL0589R LAKE VIEW DEVELOPERS

Bank Scroll No

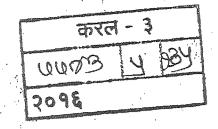
Bank Scroll Date RBI Credit Date

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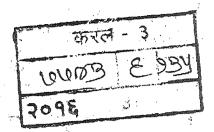






AGREEMENT FOR SALE

of <u>SEPTEMBER</u> in the Year <u>2016</u> BETWEEN M/S. LAKE VIEW DEVELOPERS, a Partnership Firm, registered under the Indian Partnership Act, 1932 and having its Office at 514, Dalamat Towers, Nariman Point, Mumbai – 400021, having PAN No. AAAFL0589R, hereinafter called the "PROMOTERS" (which expression shall unless it be repugnant to the context or the meaning thereof, mean and include its successors, the partner or partners for the time being of the said firm, the survivor or survivors of them and the respective heirs, executors, administrators of such survivor and his/her or their assigns) of the ONE PART.





And Mr./Mrs./Miss/M/s. CHETAN SHARMA

M

having PAN No. DKTPS1266Q

hereinafter called the "PURCHASER/S" (which expression shall unless it be repugnant to the context or the meaning thereof mean and include his/her/their respective heirs, executors, administrators and permitted assigns) of the OTHER PART;

WHEREAS (1) LAJPATRAI M. VARMA (2) RAMNIKLAL L. DHARIA (3) KIRTANLAL M. DHARIA and (4) NATWARLAL M. KADAKIA, carrying on business in the firm name and style of M/S. N. LAJPATRAI DHARIA & CO. (hereinafter referred to as "the Original Owners"), were seized and

possessed of or otherwise well and sufficiently entitled to possess of palcels of lands or ground situated, lying and being at Village Power aluka Kurla in the Registration District and Sub-District at Mumbal City and Mumbal Suburban near I.I.T. Powai and more particularly described Firstly in the First Schedule hereunder written.

AND WHEREAS by an Agreement for Development-cum-Sale de 15th
December, 1983 and made between the said Original Owners of the One
Part and M/s. LAKE VIEW DEVELOPERS (hereinafter referred to the Promoters") of the Other Part the said Original Owners agreed to sell and the Promoters agreed to purchase the aforesaid lands, then thought admeasuring 2,50,000 sq. yards. equivalent to 2,09,025 sq. mtrs. or thereabouts for the consideration and on the terms and conditions therein contained.

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AND WHEREAS pursuant to the said Agreement for Development-cumsale dated 15th December, 1983 the said Original Owners executed Power of Attorney in favour of a Partner of the Promoters on 15th day of December, 1983, authorizing him *inter alia* to do and carry out various acts, deeds, matters and things for and on behalf of the said Original Owners as contained therein.

AND WHEREAS the said Agreement for Development-cum-sale dated 15th December, 1983 was subject to the Joint Survey of the said larger lands and subject to retention of certain area by the said Owners as contained therein.

AND WHEREAS pursuant to the said Agreement for Development-cumsale dated 15th December, 1983, the said Original Owners have placed the Promoters in possession of the said larger lands more particularly described Secondly in the **First Schedule** hereunder written (hereinafter

referred to as the "Larger Lands") with right to deal with, develop and dispose of the same.

1003 AND WHEREAS the said Larger Lands were subject to Reservation under

the Bombay Metropolitan Region Development Authority under B.M.R.D.A.

Act 1974 (hereinafter referred to as "the said Authority") for Powai Area

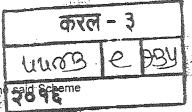
Development Scheme ("PADS").

AND WHEREAS the State Government after calling upon the Original Owners and the other Owners to show cause against the intended acquisition and the said Larger Lands under the provisions of BMRON. Act

AND WHEREAS on the force entation by the Original Owners to the State
Government of the said Larger Lands out of
their own resources, the said Authority agreed to dispose of the said Larger
Lands on certain terms and conditions. The State Government had
directed the said Authority to undertake execution of PADS.

AND WHEREAS by a Tripartite Agreement dated 19th November, 1986 and made between the Government of Maharashtra of the First Part, the said Authority of the Second Part and Harishchandra Chandrabhan Sharma and other, which include the Original Owners, of the Third Part, the State Government agreed to dispose of *inter alia* portion described. Firstly in the First Schedule hereunder written and forming part of the larger property in favour of the said Owners.

AND WHEREAS pursuant to the said Tripartite Agreement, an Agreement to Lease was executed on 19th November, 1986, by the said Authority *interalia* in favour of the said Original Owners therein described as Licensees and pursuant to the Original Owners having conceded and/or handed over



inter alia the said larger lands to the said Authority under the

as a result of acquisition under the B.M.R.D.A. Act, 1974, the said Authority agreed to grant a Lease for a period of eighty years with effect from 19th November, 1986 in respect of the said Larger Lands described Firstly in the First Schedule hereunder written in favour of the Original

the terms and conditions therein contained.

AND WHEREAS upon the Joint Survey the area of the land as second in the Agreement for Development-cum-sale dated 15th December 1986, except for a portion of land admeasuring 14,717 sq. mtrs. retained by the Original Owners, as more particularly described Secondly in the First Schedule hereunder written.

AND WHEREAS accordingly the Promoters are entitled to develop *inter* alia the portion more particularly described. Thirdly in the **First Schedule** hereunder written. (hereinafter referred to as, "the **Said Property**").

AND WHEREAS the Promoters have been developing the said Larger Lands, which includes the Said Property forming part of PADS in phase-wise manner for last several years on layout development basis.

AND WHEREAS the Promoters are entitled to allot and sell Flat in the proposed building "ATLANTIS", with three wings having basements, stilt, podiums and 27 levels/floors for Wings A & B and 28 levels/floors for Wing C, being constructed on a portion on the Said Property. The Plans for the construction of the Said Building have been sanctioned under the I.O.D. issued by the Executive Engineer, (Eastern Suburbs), Municipal Corporation of Greater Mumbai (MCGM). The

of the .O.D. and Works Commencement Certificate (C.C.) are and marked with Letter "A" COLLECTIVELY.

AND WHERE the title of the Promoters has been certified by M/s. M.V. Kini & Co., Advocates, as per their certificate of title dated 2nd January, 2015, a copy of which is annexed hereto and marked with Letter "B".

AND WHEREAS the Said Property stands in the Revenue Records and the name of the said Original Owners / the said ers as Developers thereof; the copies of the ard spowing the names of the said Original Owners / the the Partners of the Promoters, are annexed hereto " COLLECTIVELY.

AND WHEREAS the building plans for the building to be constructed on the Said Property in Sector V, to be known as "ATLANTIS", having three Wings, A, B & C, have been sanctioned. (hereinafter referred to as "the Said Building").

AND WHEREAS the Purchaser/s has been provided by the Promoters an opportunity to inspect the plans prepared by the Promoters' Architect and other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and the rules framed thereunder.

AND WHERAS the Promoters have agreed to sell and the Purchaser/s has/have agreed to purchase Flat No. 2204 , admeasuring 68-75 sq. mtrs. which is equivalent to 340 sq.ft. (carpet area), on the level of <u>C</u> Wing of the Building "ATLANTIS" situated on a portion of the Said Property (hereinafter referred to as "the Said

Premises") along with the benefit to use WO Covered/Mechanised Car

Parking, for the consideration and on the terms and conditions herein

appearing.

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NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREE

BY AND BETWEEN THE PARTIES AS FOLLOWS -

include the Said Property, situated, lying and being a variable.

Taluka – Kurla in the Registration District and Sub District and Mumbai Suburban more particularly described Thirdly

Schedule hereunder written (hereinafter referred to as "the Said.

Property") in a phase wise manner on layout development basis for last several years under the Agreement for Development-cum-Sale dated 15th December, 1983 and made between the Promoters and the said owner and under the Tripartite Agreement dated 19th November, 1986 and made between the Government of Maharashtra of the First Part, the said Authority of the Second Part and Harishchandra Sharma and others including the said Original Owners of the Third Part and under the Agreement to Lease also dated 19th November, 1986, granted by the said Authority to the Original Owners on the terms and conditions therein contained.

2. The Promoters are constructing proposed multistoried building as per the sanctioned plans under I.O.D. and C.C. issued by the Executive Engineer (Eastern Suburbs) copies of which are annexed hereto and marked with Letter "A" COLLECTIVELY. The Purchaser/s confirm/s that the Purchaser/s have been provided by the Promoters an opportunity to inspect the originals of the said plans, I.O.D. and C.C. and Purchaser/s confirms that the copies annexed hereto are the true copies of the said I.O.D. and C.C. and the same are inspected by the Purchaser/s prior hereto.

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3. The Promoters have agreed to sell and the Purchaser/s has/have agreed to purchase the Said Premises admeasuring 68.75 sq. mtr. which is equivalent to 740 sq. ft. (Carpet Area) for the price of Rs.35169,500 /- (Rupees THREE CRORE FIFTY ONE LACS

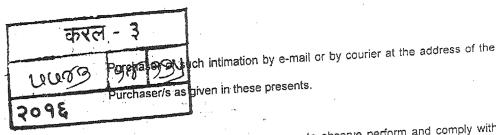
Nil. Being the proportionate price of the common area and facilities appurtenant to the Said Premises as shown in the typical level plan annexed hereto) to be paid by the Purchaser/s to the Promoters in the

annexe	ALIB-REGUES	•
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18/1	Rs/18 3 58 8 10 -	_Earnest Amount
120	1,000	On or before 20-09-2016
Maria	RS.	or before 21-09-2016 On sempletion of plinth.
	TO STORY OUT	-
(d)	Rs	On completion of 1 st Slab
(e)	Rs	On completion of 2 nd Slab
(f)	Rs	On completion of 3 rd Slab
(g)	Rs	_ On completion of 4 th Slab
(h)	Rs	On completion of 5 th Slab
(i)	Rs	On completion of 6th Slab
(i)	Rs	On completion of 7 th Slab
(k)	Rs	On completion of 8 th Slab
(1)	Rs	On completion of 9th Slab
(m)	Rs	On completion of 10 th Slab
(n)	Rs	On completion of 11th Slab
(0)	Rs. 6,92,900 -	On completion of 12 th Slab
(p)	Rs. 6,92,900-	On completion of 13 th Slab
(q)	Rs. 692,9001	On completion of 14 th Slab
(r)	Rs. 692,9001	On completion of 15 th Slab
(s)	Rs. 692,900F	On completion of 16 th Slab
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(v)	Rs. 692 900 -	On completion of 19 th Slab
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(x)	Rs. 692,900-	On completion of 21st Slab
(y)	Rs. 692 9001-	On completion of 22nd Slab SUB-REGISTA
(z)	Rs. 6929001-	On completion of 23rd Self
(aa)	Rs. 692 9001-	On completion of 2
(bb)	Rs. 6929001-	On completion of 25 Saar
(cc)	Rs. 692,900-	On completion of 26th
(dd)	Rs. 692,900-	On completion of 27 th Slab
(ee)	Rs. 692 900 -	On completion of 28 th Slab
(ff)	Rs	On completion of
(gg)	Rs	On completion of
(hh)	Rs. 17.004001	On or before possession being offered
	Rs. 3,51,69,500	TOTAL
N 1 /		

On possession of the Said Premises being offered by the Promoters to the Purchaser/s as Licensee pending execution of deed of lease or assignment in favour of registered Co-operative Society / Organisation and upon execution of such Lease and/or Deed of Assignment such personal license to enter upon and enjoy the Said Premises in favour of the Purchaser/s shall automatically become absolute possession of the Purchaser/s. The Purchaser/s shall pay the amounts as aforesaid as also all other amounts and moneys becoming due and payable as per the terms and conditions of this Agreement on their respective due dates without fail and without any delay or default as time in respect of the said payments is of the essence of the contract. The Promoters will forward to the Purchaser/s intimation of the Promoters having carried out the aforesaid work at the address given by the Purchaser under this Agreement and the Purchaser will be bound to pay the amount of installments within Nineteen days of receipt by the



4. The Promoters hereby agree to observe perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by MCGM at the time of sanctioning the building plans or thereafter and shall, before handing over possession of the Premises to the Premises Purchaser, obtain from MCGM occupation and/or completion certificate in the premise of the prem

the purchaser shall be entitled to the common areas and facilities appurtenant to the Said Premises and the nature, and description of such common areas and facilities and percentage of interest which the Purchaser/s shall enjoy in the common areas and facilities appurtenant to the Said Premises agreed to be sold, is set out in the Second Schedule hereunder written.

- 6. The Promoters have informed the Purchaser and the Purchaser is aware that –
- (i) The Promoters are constructing the Said Building 'ATLANTIS' having three wings, in Sector V, as per the Layout approved by MCGM dated 28th April, 2014, on the Said Property, as a part of phase-wise development of the Said Property forming part of PADS, which is being developed on layout development basis in phase-wise manner for last several years.
- (ii) The Promoters are entitled to carry out further construction of buildings or structures in a phased wise manner on the Said Larger Lands, which include the said Sector V and in such manner as the Promoters deem fit and proper as per the plans that may be sanctioned by the Municipal Corporation from time to time and until the Land covered by the

is ully denotoped as

Tripartite Agreement dated 19th November, 1986, is ulty decembed as provided and required under the said Tripartite Agreement and the Agreements to Lease, all dated 19th November, 1986, the Promoters are not liable to and cannot cause execution of Lease of the Said Property and/or assignment thereof in favour of the proposed organisation of Lease of the Said Property and/or assignment thereof in favour of the proposed organisation of Lease of the Said Property and/or assignment thereof in favour of the proposed organisation of Lease of the Said Property and/or assignment thereof in favour of the proposed organisation of Lease of the Said Property and/or assignment thereof in favour of the proposed organisation of Lease of the Said Property and/or assignment thereof in favour of the proposed organisation of Lease of the Said Property and/or assignment thereof in favour of the proposed organisation of Lease of the Said Property and/or assignment thereof in favour of the proposed organisation of Lease of the Said Property and/or assignment thereof in favour of the proposed organisation of Lease of the Said Property and/or assignment thereof in favour of the proposed organisation of Lease of the Said Property and/or assignment thereof in favour of the proposed organisation of Lease of the Said Property and Control of Lease of the Said Property and Cont

compliance with the Orders, including common Order and Judgment dated.

22.2.2012 passed by the Hon'ble Bombay High Court in PIL Nos.131 of 2008, 91 of 2008 and 21 of 2010 (Said PILs). Copy of the said common Order and Judgment is available on the official website of the High Court.

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- (iv) As stipulated in said common Order and Judgment passed in the Said PILs, no two flats can be sold to the same person or any member of her/his family, being her/his spouse and children.
- 7. The Purchaser doth hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Purchaser to bear and pay any additional development charges for layout conditions and fulfillment thereof and the same shall be borne and paid by the Purchaser alongwith the other prospective Purchasers of the premises in the said building under construction and development by the Promoters on the land more particularly described Thirdly in the First Schedule hereunder written and Promoters shall not be responsible or liable in that behalf.
 - 8. The Purchaser doth hereby further declare and confirm that he/she/they shall have no right, title, interest, claim or demand to the other adjacent building or buildings to the said Building and shall not object or dispute the right of the Promoters to the other building or buildings, as per the sanctioned plans and/or as may be amended or modified pursuant to requisite approvals from the competent authorities and the right of the

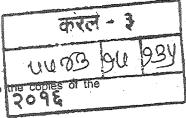
Quichaser is restricted to the Said Premises / Said Building as set out

limited common areas and facilities appurtenant to the Said Premises and the extent, nature and description of such limited common areas and facilities and the percentage of undivided interest which the Purchaser/s will enjoy in the limited common areas and facilities appurtenant to the Said Premises and Schedule hereunder

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that the Sur representation of the Purchaser and the Purchaser/s be utilized for residential purposes and car parking space and under the Stilt shall be used only for parking of vehicles pertaining to the Purchaser and for no other purpose or purposes whatsoever.

- 11. A copy of Certificate of title of the Promoters to the Said Property more particularly described Secondly in the First Schedule hereunder written issued by M/s. M. V. Kini & Co., Advocates and Solicitors, is annexed hereto and marked with Letter "B". The Purchaser/s confirms having inspected the original title certificate and the Purchaser/s further confirm/s that the copy annexed hereto is the true copy of the original certificate inspected by the Purchaser/s. The Purchaser/s accepts the said Title Certificate and has/have satisfied himself/herself/itself about the title of the Promoters to said Property and the right of the Promoters to develop the said Property.
- 12. The Revenue Records stands in the name of the said Original Owners / the Promoters and the copies of the same are annexed hereto and marked with Letter "C" and the Purchaser/s confirm that the inspection of the said original record is taken by the Purchaser/s prior to the execution



of these presents and the copies annexed hereto are original records inspected by the Purchaser/s.

- and except car parking space, area covered under Stilt which shall be a normal brick structure with cement plaster and cement support of specifications, fixtures, fittings and amenities as so out in Foundations. Schedule hereunder written and the Purchaser Promoters shall not be liable to provide any other specifications.
- 14. The Promoters confirm that they are developing the Said Property with the use of Additional Floor Space Index ("FSI"), Fungible FSI and Transferable Development Rights in accordance with the plans sanctioned by MCGM.
- 15. The Purchaser/s confirm that the Promoters have granted to the Purchaser/s an opportunity to inspect all necessary title documents and approvals, in respect of the Said Property including the documents set out hereinabove and the Purchaser/s confirm/s that he/she/they has/have entered into this Agreement after being satisfied with the aforesaid documents.
- Purchaser/s and all amounts payable under these presents shall be paid on the respective due dates without any delay or default as time in respect of payment of installments and in respect of all amounts payable under these presents by the Purchaser/s to the Promoters, is of the essence of the contract. If the Purchaser makes delay or default in making payment of any of the installments and/or any other amounts, the Promoters shall issue a delay/default notice requiring the Purchaser to take necessary remedial action within thirty days of receipt of such notice. In case of any

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Purchaser shall be required to pay monthly compounded interest on amount due at 12% p.a., till the amount is received by the Promoters, without prejudice, to other rights in law and under these presents that the Promoters may enjoy. It is further agreed that if the Purchaser/s fail/s to remedy a delay/default in payment of either the installments or any other amount or amounts under these presents on due dates (including his/her proportionate share of taxes, rates, cesses, betterment charges and all other outgoings) (even after pires), or commits breach of any of the terms of to the shall be entitled at their option to terminate terminate this Agreement shall be exercised er giving to the Purchaser/s fifteen days prior their intention to terminate this Agreement and specifying the breach or breaches of the terms and conditions on account of which the Promoters intend to terminate the Agreement and if the Purchaser fails to remedy such breach or breaches within the stipulated period of fifteen days from the date of such notice from the Promoters. It is further agreed that upon termination of this Agreement as stated herein, the Promoters shall be at liberty, without prejudice to their other rights and remedies available under law, to sell and dispose of the Said Premises to any person or persons as the Promoters may deem fit. After the sale of said Premises, the amount/s which the Purchaser/s may have till then paid to the Promoters, shall be refunded by the Promoters, without interest, after deducting therefrom (i) losses (if any) that may arise on account of sale of the Premises (ii) the amount of interest the Purchaser is liable to pay to the Promoters for delayed payment and (iii) the [other expenses] like

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17. The Purchaser/s shall be liable to pay Service Tax and VAT or any other taxes, charges etc. applicable to the allotment / sale of the Said Premises. The Purchaser/s shall also be liable to pay alongwith the

brokerage paid, legal and documentation charges etc., if any.

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consideration value, additional charges as contained in Claus 26) 4 cein below.

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- The amount paid by the Purchaser/s to the Promoters shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding installments towards considerationally respect the Said Premises, cheque bounce charges, if any, then any administrative expenses and lastly towards consideration/outstanding dues in the Said Premises.
- The Promoters will sell the premises intended to be constructed on 19. the Said Property with a view that the Purchasers of all the premises in the Said Building shall be admitted to a Co-operative Society of all such prospective Purchaser/s (hereinafter referred to as Organisation"). Upon the Purchasers of all the premises in the Buildings, already constructed and to be constructed on the Said Property, paying in full their respective dues payable by them to the Promoters and complying with the terms and conditions of their respective Agreements with the Promoters, and only after the land covered under the Powai Area Development Scheme is fully developed, the Promoters shall cause lease and/or Assignment and Transfer of the Said Property to be executed in favour of a Federation of the Societies of all the buildings constructed/to be constructed on Said Property (hereinafter referred to as "the Federation") in accordance with the said Tripartite Agreement dated 19th November, 1986. It is expressly agreed that the Purchaser/s shall not at any time seek sub-division of the said Property.
 - 20. It is expressly agreed that the possession of the Said Premises will be handed over by the Promoters to the Purchaser/s by 31st day of December, 2019, provided the Promoters have received the full purchase price of the Said Premises and other amounts payable by the Purchaser/s to the Promoters under these presents and, provided the

of the said building is not delayed on account of nonconstruction availability of steel, cement or other building material, water or electric supply and to act of God, Civil Commotion, Riot, War or any notice, Order, Rule, Notification of the Government and/or any other Public Body and/or Competent Authority and/or any order of Court / Tribunal / Forum and/or any reasons and/or circumstances beyond control of the Promoters, has disturbed the construction schedule of the Said Building and there is no delay in issue of Occupation Certificate and/or Building Completion Certificate by the MCGM and/or Planning Authority and circumstances control of the Promoters. If the Promoters for any of the and the control of the Promoters are unable to give remises by the date stipulated hereinabove, the all be entired to proportionate extension of time for handing of possession of the raid Premises. If thereafter also, they are unable to Fremises the Promoters agree that they will pay, subject to (i) the Purchaser/s making full consideration value with other charges as

contained in this Agreement and (ii) the possession is not delayed because of the acts and omissions of the Purchaser, an amount equivalent to rental prevailing in the market in the near vicinity for same size tenement, till handing over possession of the said Premises. If even after period of thiree years thereafter, the Promoters are unable to give possession of the Said Premises, they shall be liable on demand by the Purchaser/s to refund to the Purchaser/s the amounts already received by them in respect of the Said Premises alongwith monthly compounded interest at the rate of 12% per annum. Till the entire amount alongwith interest as aforesaid is refunded by the Promoters to the Purchaser/s, subject to prior encumbrances, if any, be a charge on the Said Premises. It is agreed that upon refund of the said amount, the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Promoters or in respect of the Said Premises / or Said Property in any manner whatsoever and the Promoters shall be entitled to deal with and

dispose of the Said Premises to any person or party as the Promoters desire.

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21. The Promoters agree that within a period of three year the

date of the Promoters offering possession of the said Premises to the Purchaser(s) if the Purchaser/s brings to the notice of the Promoters defect in the Said Premises or the said Building in which the Said Premises or the said Building in which the Said Premises or the said Building in which the Said Premises or the said Building in which the Said Premises or the said Building in which the Said Premises to the defects shall be rectified by the Promoters at their own cost will be months from the date of intimation failing which the Purchase months from the date of intimation failing which the Purchase months such defects through mutually appointed Licensed Architect.

such defects through mutually appointed Licensed Architect and the confirmed in that behalf shall be reimbursed to the Purchaser/s. It is however agreed and confirmed that the Promoters will be liable to rectify the defects only if the Promoters are responsible for such defects.

The Purchaser/s hereby agrees that in the event of any amount 22. being levied by way of premium and other charges, betterment charges and/or development tax, security deposit, charges for the purpose of giving water connection, drainage connection and electricity connection / payable to the MCGM and/or to State Government, B.S.E.S., other taxes and/or payments of a similar nature becoming payable by the Promoters, the same shall be paid by the Purchaser/s to the Promoters in proportion to the area of the Said Premises It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rata charges which the Purchaser/s may be called upon to pay by the Promoters in respect of installation of water line, water mains, sewerage line, sewerage mains, clectric cable, electric substation (if any) making and maintaining of Internal Roads and access to the Said Property, drainage layout and all other facilities till the charge of the said Building / Property is handed over to the Federation of all the Societies / Organizations of the Purchasers of the premises in the Said Property.

23. (A) The Purchaser/s shall at the time of delivery of the

possession of and/or personal licence to use the Said Premises, whichever

ं is earlier, par to the Promoters the following amounts:-

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[Adhoc] Maintenance charges being Rs.2,50,000/- and Society

charges (Membership + Share Money + Society Formation) of Rs.10,000/-.

The aforesaid amounts towards provisional outgoings after deduction therefrom of arrears of taxes and expenses mentioned in the Fifth Schedule hereunder written and the expenses incurred in the formation of the said Organisation as the case may be, will be transferred by the Promoters to the said Organisation as and when management of the said

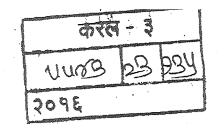
ened to such Organisation.

of Rs.1,25,000/-, Documentation Charges of towards water, electricity, drainage, sewerage Rs.1,25,000/- and Mahanagar Gas Connection charges

of Rs.10,000/-.

(iii) An amount of Rs.2,00,000/- as onetime payment for construction of Club House and shall also be liable to pay on monthly basis its usage, maintenance and operation charges regularly to the Promoters or to the Society of the Purchasers, as the case may be.

These amounts are to be paid before possession is given and/or personal licence to use the Said Premises is granted, whichever is earlier as "Society Deposit" and no interest will be payable thereon. The Promoters shall utilize the sum paid by the Purchaser to the Promoters for meeting all legal costs, charges and expenses including professional cost of the Advocates of the Promoters in connection with the formation of the said Organisation, preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and lease / sub lease / assignment of Lease.



Purchaser/s hereby agrees to contribute and pay his/her/their proportionate share towards the costs, charges, expenses, Municipal taxes, outgoings etc. in respect of the items specified in the Fifth scheduler written. Such share is to be determined by having regard to the area of each Premises. The Purchasevs will not entitled to ask for adjustment of the deposit amount mentions.

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The Purchaser shall pay Rs. 1,25,000/- to the Promoters to (C) meet the future maintenance of Internal Layout Roads Recreation Areas, Street Lighting etc. and for the purpose of maintenance and upkeep of recreation areas and other facilities which the Promoters provide specifically for the Purchasers of premises in the Said Property and earmark the same for the purpose of use thereof by the Purchasers of premises in the buildings in PADS. It is clarified that the said amount of Rs. 1,25,000/- is not by way of consideration for acquiring the Said Premises by the Purchasers of premises but for the purpose of lumpsum payment of future maintenance in respect of the aforesaid area. It is further agreed that the Promoters will have right, and good power to invest the said amount or amounts for the betterment of the common infrastructure by the Promoters and the Purchaser shall have no right to the said amount and the Purchaser shall not claim either refund thereof or hold the Promoters liable in that behalf in any manner whatsoever. It is agreed that the Promoters shall be entitled to utilize the said amount for the purpose of the aforesaid arrangement in respect of the maintenance of internal layout roads, recreation areas and repairs thereof, street lighting etc. It is also repeated and confirmed that the Promoters will make arrangement for the aforesaid maintenance work and make diligent efforts in that behalf. However, the Promoters shall not be liable for any act of 1098 20 934 2018 internal layout

omission or failure in future maintenance or repairs of layeur roads, street lighting and other areas by reason of the fact that the aforesaid amount is paid by the Purchaser to the Promoters and the Promoters will endeavour in reasonable manner to provide for the same. It is agreed that the Promoters will be entitled to provide for a body or association as the Promoters may deem fit so as to maintain the said internal layout roads, street lighting etc. through the medium or instrument of such body or association as the case may be. The Promoters shall be the said amount or balance thereof to such body or be and whereupon the Promoters shall be liabilities in respect of the said amount and application The Purchaser/s declare/s and confirm/s that the stated hereinabove is over and above the The various deposits and charges agreed to be paid by the Purchaser/s and the same shall not be set off or adjusted against any other amount or amounts in any manner whatsoever.

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- building, and for environmental safety as per statutory requirement, a centralized Sewage Treatment Plant (STP) shall be, operated and managed by an agency, appointed by the Promoters. The said agency will supply treated water to all the three wings of ATLANTIS building on the scheduled times. The usage of such treated water will be measured by water meter and the said agency will charge and claim the cost from the Purchaser /organization of the flat purchasers per month as per the consumption and the Purchasers shall be liable to pay those charges when claimed.
- 24. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Promoters and the Purchaser that the Promoters shall be entitled to utilize and enjoy either personally or through any nominee/s all area or areas forming part of the said Larger Lands

including the Said Property as properly as may be available from time time including areas reserved for public utility including the etc. by utilizing the same as the Promoters may deem fit and the Promoters will be entitled inter alia to construct Recreation Centre, Health Club or Club House, Library, Cinema Theatre, Video Theatre or Hotel or carry or other activity or activities as the Promoters may desire on and/or commercial basis and the ownership of such construction structures including right to own, manage, run and conduct areas or structure or structures with right to transfer or as thereof and to recover and appropriate consideration received the including from the day to day business thereof shall be that of the Promoters alone exclusively and the Purchaser/s shall have no right thereto either in his individual capacity or through the Organisation of the Flat Purchasers. The Purchaser/s doth hereby declare and confirm for the sake of clarity that the ownership of all such area or areas and construction by way of Recreation Centre, Health Club, Library or Club House or Hotel etc., shall belong to the Promoters alone exclusively and the Purchaser/s shall have no right to the same in any manner whatsoever.

- The Promoters reserve to themselves the right to the full, free and 25. complete right of way and means of access over, along and under all the internal access roads in the larger land and the common right of ways at all
- times, by day and night, for all purposes and also to lay and connect drains, pipes, cables and other amenities necessary for the full and proper use and development of the said larger lands and if necessary to connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building in the said larger land, provided that the Promoters shall use their reasonable efforts to ensure that the Purchaser/s enjoyment of the Said Premises is not adversely affected.
- So long as each Flat/Premises/Garage in the Said Building shall not 26. be separately assessed for municipal taxes and water taxes etc., the

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Purchaser shall pay to the Promoters or to the said Organisation when formed a presentionate share of the municipal taxes and water taxes etc. assessed on the whole building, such proportion to be determined by the Promoters on the basis of the area of each Flat/Premises/Garage in the Said Building. The Purchaser along with the other premises holders will not require the Promoters to contribute a proportionate share of the water charges, tanker water charges, electricity used for water, lifts and any other similar charges relating to occupation in respect of the Flats/Premises.

which are not sold and disposed off by the Promoters. The Promoters will to the refund of the Municipal Taxes on account of the

The Purchaser/s shall from and after the date of issue of the notice in the purchaser to him/her/them to take possession and/or personal licence at the request of the Purchaser/s, whichever is earlier, of the Said Premises shall be liable to pay, on or before 5th day of each and every month, irrespective of possession and/or personal licence at the request of the Purchaser/s, whichever is earlier, being taken or not, a provisional amount of Rs.10,416/- towards taxes, salaries of the persons appointed by the Promoters, Liftman, Sweepers, Insurance Premium etc. and other outgoings and expenses including the outgoings mentioned in the Fifth Schedule hereunder. On transfer of management of the Said Building to the Organisation of the Purchasers, the balance of aforesaid monthly contributions, (less deductions provided for in this Agreement) shall be paid over by the Promoters to the Organisation.

28. The Purchaser/s shall not use the Said Premises for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the Said Building or for any illegal or immoral purpose.

29. The Purchaser/s for himself/herself/themselves with intention to bring all persons unto whomsoever hands the Said President Month of the Promoters as follows:

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Premises may come,

and tenantable condition from the date of possession and/o personal streets and tenantable condition from the date of possession and/o personal streets and the request of the Purchaser/s, whichever is earlied the Said Premises is taken and shall not do or suffer to be done anything from to the building in which the Said Premises is situated, staircase or any passages in the Said Building which may be against the rules, regulations have laws of concerned local or any other authority or change/alter or make addition in or to the building in which the Said Premises is situated and in the Said Premises itself or any part thereof.

b) Not to do or suffered to be done anything to the building entrance canopy, which may be against the rules, regulations or bye-laws of concerned local or any other authority.

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- attached to the premises by constructing permanent and/or temporary work by closing and/or using it, the said duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables etc. (For breach of any of the terms mentioned hereinabove, the Purchaser/s shall be solely responsible for all the consequences arising because of the same.)
 - the position of A.C. condenser units installed in the Premises or any of their accessories, which has the possibility to spoil the exterior elevation of the Premises and the Building. However, common dish antenna can be installed on the terrace of the Building. The Purchaser/s can put additional A.C. condenser unit/s only after taking written permission of the Promoters.

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Premises or any accessories in respect thereof in any manner. The Purchaser shall be liable to make good any damage caused as a result of the Purchaser not complying with the said condition.

f) Not to affix or put any grills outside the windows of the Said Premises as well as not to change material, color, holes, windows, chajjas, railings, etc., which has the possibility of spoiling the exterior elevation of

Not child break or cause any damage to the columns, beams, wall slabs of R.C.C. pardis or other structural members in the laid building or or the pardis/parapets/railing provided in the said building. Also come any structural members. The Promoters have informed the Purchasers that all the R.C.C. members, flooring, walls etc. form the structural members of the entire Building and any damage and/or modification thereto and/or any changes therein either structural or elevational, requires strict technical inputs, since any damage to them would strictly result in damage to the entire structure of the Building, which may lead to serious implications not only to the Said Premises but to the entire Building. The Promoters have also informed to the Purchaser/s that any such act on the part of the Purchaser/s are also criminally liable/punishable under the various provisions of law.

- h) Not to put or keep plant pots, signboards and / or any object outside the windows of the Said Premises.
- hazardous, combustible or dangerous nature or are so heavy as to danger the construction or structure of the Building in which the said Premises is situated or storing of goods, which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages,

e, common passage or de Primses & situated

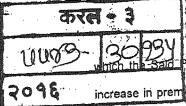
which may damage or likely to damage the staircase, common passage or any other structure of the Building in which the said Premises's situated including entrance of the Building and the said Premises. The Purchaser/s in the event of negligence or default on his/her/their part in this behalf, shall be liable for the consequences of such breach and damages caused sub-REG

Premises and to maintain the Said Premises in the same condition, tall and order in which it was delivered by the Promoters to the purchase and shall not do or suffer to be done anything in or to the building the Said Premises is situated or the Said Premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser/s committing any act in contravention of the above provision, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

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- any part thereof or amalgamate the said Premises or any part thereof with any other premises or part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside colour scheme of the building in which the Said Premises is situated and shall keep the portion, sewers, drains pipes in the Said Premises and appurtenances thereto in good, tenantable and repairable condition and in particular, so as to support, shelter and protect the other parts of the building in which the Said Premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. pardis or other structural members in the Said Premises without the prior written permission of the Promoters and/or a of Organisation.
 - Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Said Property and the building in



which the Said premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the Said Building

and/or the Said Premises.

m) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Premises in the compound or any portion the Said Property and the building in which the Said Premises is

To pay to the Parnoters within thirty days of receipt of demand the sale of additional security deposition, if any, that may be demanded by the concerned local authority or Government for giving water, drainage, electricity or any other service connection to the building in which the Said Premises is situated.

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- o) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority, and/or Government and/or other public authority, on account of change of use of the Said Premises by the Purchaser, viz. use for any purpose other than for residential purpose.
- p) The Purchaser/s shall not let, sub-let, transfer, assign or part with the Said Premises, interest or benefit of this Agreement or part with the possession and/or personal licence as the case may be of the Said Premises, until all the dues payable by the Purchaser/s to be Promoters under this agreement are fully paid up and the Purchaser/e has/had not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and the Purchaser has paid to the Promoter an amount equivalent to 2% of the consideration for administrative and legal charges.
- q) The Purchaser/s shall observe and perform all the rules and regulations which a Organisation may frame at its inception and the

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additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Said Building and the Said Premises and for the observance and performance of the Building Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions and the Organisation regarding the occupation and use of the said remises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the same remises of the said the same remises in the taxes, expenses or other outgoings in accordance with the same remises of the same remises the same remises and punctually towards the taxes, expenses or other outgoings in accordance with the same remises and punctually towards the same remains the same rema

of Organisation of the Purchasers, the Purchaser/s shall permit the Promoters and their surveyors and agents with or without workmen and others, at all reasonable times, to enter into and upon the Said Premises and the Said Property and the said building or any part thereof and to view and examine the state and condition thereof and the Purchaser/s shall make good, within three months of the Promoters giving a notice, all defects, decays and wants of repair of which such notice in writing shall be given by the Promoters to the Purchaser/s and for carrying out any work to any other part of the said Building.

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from carrying out further construction of buildings or structures on the land covered under PADS, in such manner as the Promoters deem fit and proper as per the sanctioned plans and until the said Land covered by the Tripartite Agreement dated 19th November, 1986, is fully developed as provided in the said Tripartite Agreement and until Lease of the Said Property is executed and/or assigned in favour of the said Organisation of various premises purchasers.

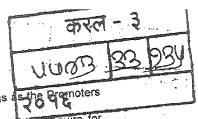
The Purchaser confirm/s that the Promoters have informed them /

a) All internal dimensions for carpet area are from unfinished wall surfaces. Minor variations (+/-) upto 3% in actual carpet areas may occur on account of site conditions. In the event variation is more than 3%, the consideration will stand decreased or increased as the case may be, in proportion to such variation.

b) In toilets the carpet areas will be inclusive of pali walls.

Promotes in the aremises trace are going to be inherent imperfections which someone may view as defect. These imperfections are inherent in natural marble, and trave to be liewed as their natural beauty, as perfect leveling to be liewed as their natural beauty, as perfect leveling to be liewed as their natural beauty, as perfect leveling to be liewed as their natural beauty, as perfect leveling to be liewed as their natural beauty, as perfect leveling.

- 31. At the time of registration of the Lease/Assignment in respect of the Said Building, the Purchaser/s shall pay to the Promoters the Purchasers' share of stamp duty and registration charges payable, if any, by such Organisation on the Lease or Assignment or Transfer or any document or Instrument of transfer in respect of the building, to be executed in favour of such Organisation.
- 32. Provided it does not in any way affect or prejudice the rights of the Purchaser/s in respect of the Said Premises, the Promoters shall be at liberty to sell, assign, transfer or otherwise deal with their right, title and interest in the Said Property more particularly described Secondly in the First Schedule hereunder written.
- 33. The Purchaser/s and the person/s to whom the Said Premises are permitted to be transferred, shall from time to time sign all applications,



papers and documents and do all acts, deeds and things as the Promoters or Organisation of the Purchasers (as the case may be) may require for safeguarding the interest of the Promoters and/or the Purchaser/s and other Purchasers in the Said Property, more particularly described secondly in the First Schedule hereunder written.

permitted to be transferred with the written consent of the Promoter's shall permitted to be transferred with the written consent of the Promoter's shall observe and perform all the provisions of the Bye-laws and/or all the provision of the Memorandum and Articles of Association of such Organisation and the additions, alterations or amendments thereof for the observance and carrying out the building Rules and Regulations and the Bye-laws for the time being of the Municipal Corporation of Greater Mumbai and other local and/or Public Bodies. (ii) observe and perform all stipulations and conditions laid down by Organisation regarding the occupation and use of the Said Premises on the Said Property and shall pay and contribute regularly and punctually towards rates, cesses, taxes, expenses and all other outgoings.

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the notice in writing is given by the Promoters and the Purchaser/s that after Said Premises is ready for use and occupation, the Purchaser/s shall be liable to pay the proportionate share (i.e. in proportion to the area of the Said Premises) of all outgoings in respect of the Said Property and the proposed building including local taxes, cesses, rates and other charges, betterment charges and all other charges levied by the local authority, Government, Water Charges, Insurance Charges, common lights, repairs, salaries of clerks, Bill Collector's Charges, Chowkidar and Sweeper Charges, maintenance charges and all other expenses necessary and incidental to the administration, Management and maintenance of the Said Property and the Said Building and until the management of said Building

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Is transferred to the Organisation of the proportion of the proportio

is transferred to the Organisation of the Purchasers, the Purchaser/s shall nave the Promoters the proportionate share of outgoings as may be determined by the Promoters.

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36. The Promoters shall maintain a separate account in respect of sums received by the Promoters from the Purchaser/s as monthly contribution and shall utilize the amount only for the purpose for which they have been received.

Promoters of the full payment of the amounts due of payable by the payment of the amounts due payable by the payment of the premises and not earlier than 31st December, 12.1, the promoters shall take necessary steps alongwith the promoters in forming and registering or incorporating a Co-operative House payment of the Promoters under this Agreement and after all the amounts due and payable to the Promoters by all premises Purchasers are paid in full and upon all the Lands covered by the Tripartite Agreement dated 19th November, 1986, is fully developed, the Promoters shall execute or cause to be executed, Lease or Assignment in favour of such Organisation, as provided in the said Tripartite Agreement.

38. The Purchaser/s along with the other Purchasers of premises in the Said Building shall join in forming and registering a Co-operative Society (Organisation) and for that purpose from time to time sign and execute applications for registration, papers connected with and other documents necessary for formation of such Organisation and to become member and sign and return all the documents including Bye-laws to the Promoters within [seven] days of receipt thereof time being of the essence so as to enable the Promoters to register the Organisation of the Purchasers under Section 10 of the Maharashtra Ownership Flats Act, 1963 within the time limit prescribed by Rule 8 of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer), Rules

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1964. No objection shall be taken by the Purchaser/s if any charges or modifications are made in the draft Bye-laws or the Memorandum of Association and Articles of Association as may be required by the Registrar of Co-operative Societies or by other Competent Authority.

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and all other documents to be executed in pursuance of these presents and all other documents to be executed in pursuance of these presents and all other Bye-Laws and the Memorandum and Articles of Association in connection with the Organisation and all costs, charges and including professional fees, stamp duty, Registration Charges, and other expenses in connection with the preparation and execution of the Lease I expenses in connection with the preparation and execution and registration and incorporation of the Organisation shall be borne and paid by all the Purchasers of the premises in the Said Building in proportion to the area of their respective premises.

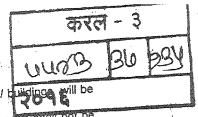
The stamp duty and registration charges incidental to this Agreement shall be borne and paid by the Purchaser/s alone. 40. Purchaser/s shall immediately after the execution of this Agreement but not later than four months from the date of execution of these presents, lodge the same for registration with the Sub-Registrar of Assurances and inform the Promoters the number under which and the day on which the same is registered, sufficiently in advance to enable the Promoters within reasonable time thereafter to attend the office of the Sub-Registrar of Assurances and admit execution thereof at the costs and risk of the Purchaser/s. At the option of the Promoters, if the Promoters execute or cause to be executed by the lessors. Lease or Assignment in respect of area larger than the concerned building or buildings or land married to such building or buildings in favour of any such Organisation of the Purchasers, then in that event the Purchaser shall cause such Organisation of all the Purchasers of flats and premises in such building or buildings to execute simultaneously on the execution of such Lease or Assignment in their favour, under Le se / Sublease in favour of the Promoters or their nominee or nominees in r spect of such portion or portions as the Promoters may desire with the right to assign and/or transfer the same without any rent, compensation, charges etc.

All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser-the source or registered A.D./E-mail at :

KANPUR VEAR PRADESH - 208002

The Purchaser/s confirms having agreed to intimate to the Promoter immediately in the event of any change in his/her E-mail ID and/or address.

- 42. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Said Premises or any portion of the Said Property and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces etc. will remain the property of the Promoters until the said land and Building is transferred to the Society / Limited Company as hereinbefore mentioned.
- 43. The Purchaser/s shall at no time demand partition of his/her/their interest in the Said Building and/or the Said Property, it is being hereby agreed and declared by the Purchaser/s that his/her/their such interest in the Said Premises is impartible.
- 44. The Promoters shall always have a right to get the benefit of additional F.S.I., Fungible F.S.I., any additional development rights that they may be entitled to in future for construction on the Said Property from Municipal Corporation of Greater Mumbai ("MCGM"), amend layout and also to put up additional structures / buildings as may be permitted by the



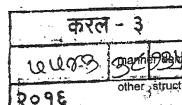
MCGM and other competent authorities; such structures / thilding will be the sole property of the Promoters alone and the Purchasen's small not be entitled to raise any objection or claim any abatement in the price of the Said Premises agreed to be acquired by him/her/them.

The Purchaser/s hereby expressly agrees and covenage 45. Promoters that in the event of all the wings of the said proposed the Said Property and/or all the buildings on the Said Property being ready for occupation simultaneously and in the event of the offering licence to enter upon the said premises to the Purchaser? handing over possession of the Said Premises simultaneously on the execution of Lease/Assignment in respect of the Said Property in favour of the Organisation of the Purchasers, earlier than completing all the wings and all the buildings on the Said Property then and in that event the Purchaser/s has/have no objection to the Promoters completing the construction of the balance wings or buildings on the Said Property without any interference or objection by the Purchaser/s. The Purchaser/s further confirm/s that he/she/they shall not object or dispute construction of the balance building or buildings, wing or wings or part of parts thereof by the Promoter on the Said Property. Further, the Promoters shall be entitled to either transfer and/or through any nominee/s to construct and complete the said wing or wings, building or buildings on the Said Property.

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- 46. The Promoters shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this agreement shall have a first lien and charge on the Said Premises agreed to be purchased by the Purchaser/s.
- 47. The Purchaser/s hereby covenant/s to keep the Said Premises, walls and partition walls, sewers, drains, pipes and appurtenances thereto in good, tenantable and repairable condition and in particular so as to support, shelter and protect the parts of the building other than the Said Premises. The Purchaser/s further covenants not to chisel or in any other



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other structural members without the prior written permission of the

Purchaser, apart from being liable to make good at his/her/its own costs, the damage caused because of breach/s, shall also be responsible for the consequences thereof.

48. Sign Residence of the Purchaser/s to the Said Premises, revise the building plans in respect of the Said Property.

Additional F.S.I. or any other development alled available from time to time in respect of the Said Property, to construct such floors on the said Building, to amend / alter the layout and construct additional building/s on the Said Property.

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49. It is expressly agreed between the Promoters and the Purchaser/s and the Purchaser/s confirm/s that he/she/they are aware that the Promoters are likely to receive fungible FSI, additional F.S.I. and/or Development Rights are likely to be received by the Promoters from the adjoining property. In the event of Promoters receiving fungible FSI, additional F.S.I. and/or development rights, the Promoters shall be entitled to amend the layout and/or construct any additional structure/s / building/s on the Said Property and/or in the open space / spaces as may be permissible as an independent structure/s as the Promoters may desire. The Purchaser/ Purchasers gives/give his/her/their irrevocable consent to the same. In the aforesaid event, the Promoters shall be entitled to deal with, develop, dispose of, alienate, encumber and transfer such additional building or buildings or structures for such consideration and to such party as the Promoters may desire without reference or recourse or consent of

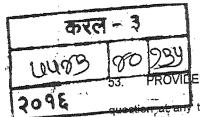
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the Purchaser/s in any manner whatsoever and the Purchaser/s percentally and through their organisation that will be formed, agree/s not to dispute or object to the same, including the construction thereof in any manner whatsoever.

The Purchaser/s shall not decorate the exterior of the Promoters.

In the event of organisation of all the Purchasers bei 51. registered before the sale and disposal by the Promoters of premises, the powers and the authorities of such Organisation shall be subject to the overall authority and control of the Promoters in respect of all the matters concerning the Said Building and in particular the Promoters shall have absolute authority and control as regards the unsold flats / premises and disposal thereof. PROVIDED AND ALWAYS the Purchaser/s hereby agree/s and confirm/s that in the event of such organisation being formed earlier than the Promoters dealing with or disposing off all the premises in the Said Building then and in that event any allottee or Purchaser/s of premises from the Promoters shall be admitted to such Organisation on being called upon by the Promoters without payment of any premium or any additional charges save and except Rs.500/- for the share money and Rs.100/- as entrance fee and such allottee, Purchaser/s or transferee thereof shall not be discriminated or treated prejudicially by such Organisation.

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



PROVILED AND ALWAYS that if any dispute, difference or their

respective representatives in respect of the construction of these presents or concerning anything herein contained or arising out of these premises or as to the rights, liabilities and/or the duties of the parties hereto, the same shall be referred to arbitration. The provisions of the Arbitration and Conciliation Act, 1996 or any statutory reenactment thereof shall apply to such reference.

Durchaser is fully aware of the provisions of the amended v stamp duty over and above the stamp duty Bomb nt is required to be paid or is claimed by the concerned Authority, the same shall be borne Stamos of alone including the penalty, if any. The vable to contribute anything towards the said stamp duty. The Purchaser shall indemnify the Promoters against any claim from the Stamp Authorities or other Concerned Authority in respect of the said stamp duty to the extent of the loss or damage that may be suffered by the Promoters. The Purchaser shall also fully reimburse the expenses that may be required to be incurred by the Promoters in consequence of any legal proceedings that may be instituted by the authorities concerned against the Promoters for non-payment and/or under payment of stamp duty by the Purchaser.

(1)

55. This Agreement shall be subject to the provisions contained in the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, and the rules framed there under.

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

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FIRST SCHEDULE

FIRSTLY ALL THOSE pieces or parcels of land or ground situate lying and being at village Powai, near I.I.T., off. Adi Shankaracharya Marg, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, and bearing C.T.S. No. 4, 5, 8, 9, 10, 11, 12, 13 (25) (16) (pt), 17, 18(pt), 19(pt), 24(pt) & 25 of Village Powai and Accounts

3,64,760 Sq. Mtrs. or thereabouts.

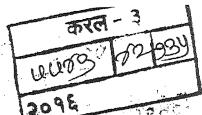
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secondly all those pieces or parcels of land or ground shall be and being at Village Powai near I.I.T., off Adi Shankaracharya Marg, when Registration District and Sub-District of Mumbai City and Mumbai Suburban and being C.T.S. No. 4, 5, 8, 9, 10, 11, 12, 13(pt), 14(pt), 16(pt), 17, 18(pt), 19(pt), 24 (pt) & 25 of Village Powai and admeasuring 3,64,760 sq. mtrs. or thereabouts excluding 14,717 sq. mtrs. area retained by the said M/s. N. Lajpatrai Dharia & Co.

THIRDLY A PORTION OF ALL THOSE pieces or parcels of land or ground, situate lying and being at village Powai, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, forming part of Sector V, bearing C.T.S. No. 10, 11, 14B, 14C, 16A, 17, 18 and 19 (all parts) of Village Powai.

SECOND SCHEDULE

Common Areas and Facilities of immediate area abutting the main entrance door after the landing of the floor of the Said Premises hereby agreed to be sold in proportion with other premises on the same floor. In case of the Terrace Flat, the Terrace shall belong exclusively to the respective Purchaser/s.



THIRD SCHEDULE

Pro-rata right alongwith all the Purchasers of premises in the said property in limited common areas and facilities as follows (this does not apply in the case of premises other than flats) : (i) Staircase (ii) Main Entrance Hall (iii) Lifts and Lifts Lobbies on each level (iv) Servants Toilets.

FOURTH SCHEDULE

- R.C.C. Frame Structure.
- Marble/Imported Tiles in Living and Bedrooms.
- Glazed tiles flooring the W.C.s and Dado in bathrooms and W.C.s.

ery bathroom.

nd rground water tanks.

with M.S. Gate.

One wash basin in each toilet.

- One kitchen platform suitably decorated and glazed tiles dado. 10.
- Main door with aldrop, polished / painted from inside & outside. 11.
- Building exterior and interior with quality paints. 12.
- Entrance hall suitable decorated. 13.
- Electrical points. 14.

9.

- Air Conditioner Units in Living and Bedrooms 15.
- Modular Kitchen 16.

FIFTH SCHEDULE

The expenses of maintaining, repairing, redecorating, etc. of the main structure and in particular the terrace, garden and main water pipes, lift and electric wires in, under or upon the building and enjoyed or used by the flat/premises holder/s in common with the other occupiers of flats and the main entrance passages, landings, lifts and staircases of the building or enjoyed by the flat holders used by him/her/them in common as aforesaid and the boundary walls of the building, compound, terraces etc.

The cost of cleaning and lighting the passage 2. landing, staircases, lift, common lights and other parts of by the flat holder/s in common as aforesaid.

The cost of the salaries of clerks, bill collectors, liftmen, chowkidars, pump-man, sweepers etc.

The cost of working and maintenance of common ligi 4 lift and other service charges.

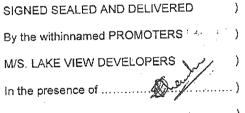
Deposit for Building, Water-meters, electric meter, 5.

Municipal and other taxes such as water charges bills, el 6. charges bills, cesses, levy and revenue, N.A. taxes etc.

Insurance of the building. 7.

All the expenses relating to Sewerage Treatment Plant (STP) including for maintenance, treating water, electricity etc.

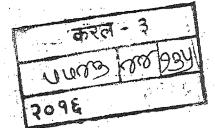
Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.



For Lake View Developers Partner / Authorised Signatory

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SIGNED SEALED AND DELIVERED By the withinnamed PURCHASER/S Mr./Mrs./Miss/M/s... In the presence of Chandra Maw....)





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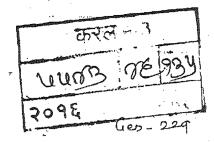
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Gen-229-5000 (2)

MUNICIPAL CORPORATION OF GREATER MUMBAI

MUNICIPAL CORPORATION OF TOWN PLANNING ACT 1966
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966
No. CE/ 192 / BPES/AS 2 5 APR 2014

COMMENCEMENT CERTIFICATE	2 -
THE SUBSTITUTE OF THE SUBSTITU	
To, Swendry Hisanandami alympics rentary Aurus,	
Hiranandani Gardens	1
- Powa - Mumbus - 400076 Sir, 100 - History No. 3492 dt. 150 09 12011	
With reference to your appropriate of Continues under Section 4	
for Development Permission and grant of Commencement Certificate under Section 4 Regional and Town Planning Act 1966, to carry out development and building Permission No. Maharashtra Regional and Town Planning Act 1966, to carry out development and building in Building No.	
Maharashtra Regional and Town Planning Aut 1992 to erect a building in Building No.	
under Section 346 of the Mumbal Manuelpa village / Tourn	
o on plot No Powq! Ward	
Plenning Scheme No. Powas situated at Read / Street Powas S, Ward the Commencement Certificate / Building permit is granted on the following conditions: S, Ward the Commencement Certificate / Building permit is granted on the following conditions:	
S, wayd the Commencement Certificate / Building perture is gotten in gotten from widening line 1) The land vacated on consequence of the endorsement of the set back line / road widening line	
1) The land vacated on consequence of the ancousting.	
shall form part of the public street.	
thereof shall be occupated to	
That no new building or part the constant states of states of permitted to be used by any permitted to be used by	
3) The commencement certificate development points	
commencing from the date of its issue. 4) This permission does not entitle you to develop land which does not vest in you.	
This permission does not entitle you to develop land without such extended period shall be in no This commencement Certificate is renewable every year but such extended period shall be in no This commencement Certificate is renewable every year but such extended period shall be in no	
This commencement Certificate is renewable every year of the such lapse shall not be any subsequent application case exceed three years provided further that such lapse shall not be any subsequent application case exceed three years provided further that such lapse shall not be any subsequent application.	
case exceed three years provided further that shart raps of the Maharashtra Regional & Town Planning Act 1966. [or fresh permission under section 44 of the Maharashtra Regional & Town Planning Act 1966.	
for fresh permission under section 44 of the transferred a section of Greater Mumbai if: This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if:	
This certificate is liable to be revoked by the Municipal Commission is granted under this certificate is 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 plants.	:.
not carried out or the use thereof is not in accordance that are not of the restrictions Any of the conditions subject to which the same is granted or any of the restrictions or of Greater Liumbal is continuously or Liumbal is continuously or Liumbal.	:
Any of the conditions subject to which the same is greater Mumbel is contravered or no imposed by the Municipal Commissioner for Greater Mumbel is contravered or no	
complied with.	
	Ni:
The Municipal Commissioner for Greater Mumbal is satisfied the applicant and every passed the applicant through fraud or misrepresentation and the applicant and every passed that applicant through fraud or misrepresentation and the applicant and every passed to have carried out it	
the applicant through fraud or misrepresentation and to have carried out if deriving title through or under him in such an even shall be deered to have carried out if	
deriving title through or under him in such an even date the latter matter keep land a day the latter matter keep land a	
Anna North Lat W. W. Co. Co. Co. Co.	



7) The conditions of this certificate shall be hinding not only on the applicant but on his hairs, executors, assignees, administrators and successors and every perison deriving title through or under him.

The Municipal Commissioner has appointed Shri A-C-Wade

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 0 4 OCT 2014"

OPY to owner C.C. Upto Basement topas Per approved Plan

Ti Surendra Hirunandani dated offo7/2012 excluding Podium



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

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Fastern Suburbs - A

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Executive Engineer Building Proposal (Eastern Suburbs.) --

CEI /92 IBPESIAS 13 MAY 2015

in the engineer of the second of the second

C.C. UP to 21st floor of wing A & B as for approved Plans

dtd. 23/04/2015

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Discutive Engineer Building Proposed (Eastern Subathy - 74

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CEI 192 IBPESIAS 0-8 JAN 2015 0 8 JAN 2016 C.C. upto 21st floor of wing c'as per approved plans dt. 23/04/2015.

C.C. upto 23rd floor of wing A' & B' and wing C' as per approved plans dated 24.

Assistant English Burding Proposal
Eastern Suburbs 5 & 'T' Ward

C.C. upto 26th floor of wing A' & B' as per approved plans dated 20/07/2016.

Assistant Engineer Building Proposal Eastern Suburbs 'S' & 'T' Ward

CEI 192 IBPESIAS 07 SEP 2016

FULL C.C. as per approved plans dated 31/08/2016 excluding Lift machine Room (LMR) of using 'C'.

Assistant Engineer Building Proposal
Eastern Suburbs 'S' & 'T' Ward