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AGREEMENT

ARTICLES OF AGREEMENT made & executed at Mumbai, on this 03rd day of December 2018, BETWEEN M/s. BHAICHAND TEXTILE MILLS, (PAN NO. AADFB2042C) a registered partnership Firm, registered under the provisions of the Indian Partnership Act, 1932, through its partner SHRI. AJITKUMAR SURYAKANT DOSHI Age 50 years, having its office at C-107, Jainam Arcade, B.T.M. Compound, 100, L.B.S. Marg, Bhandup (West), Mumbai - 400 078, hereinafter referred to as the BUILDERS/PROMOTERS (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partner/s for the time being constituting the said Firm i.e. M/S. BHAICHAND TEXTILE MILLS, the survivor/s of them and their respective heirs, executors and administrators of the last such survivor and/or their respective successors and assignees) of One PART AND Mr. Bahubali S Doshi (Pan No- AANPD0811B) Age- 62 residing at, Flat no-301 , Doshi palace, 24 Walkeshwar road, Mumbai-400006 hereinafter referred to as the PURCHASER/S (which expression unless it be repugnant to the context and meaning thereof shall be deemed to mean and include his/her/their heirs, executors, administrators and assigns) of the OTHER PART.;

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WHEREAS:

A. The Builders/Promoters are seized, possessed and/or otherwise well & sufficiently entitled to ALL THAT pieces or parcels of land or grounds together with structures and/or Buildings standing thereon, admeasuring about 15,115.7 Sq. Mtrs., bearing Survey No. 115 & C.T.S. Nos. 241, 241/1 to 241/14 of Village Bhandup, on L.B.S. Marg, Taluka Kurla, Registration District and Sub-District of Mumbai and Mumbai Suburban, Bhandup - (W), Mumbai - 400 078 within the limits of 'S' Ward of Municipal Corporation of Greater Mumbai, less setback area as more particularly described in the Schedule herein under written and for sake of brevity referred to as "said Property", as the Owner thereof and thereby the Builders/Promoters are well & sufficiently entitled to rights of development of said Property, and construction of residential Building called "JAINAM ELYSIUM" and/or commercial Building in accordance with the order and plan that would be/ sanctioned by the concerned authority.



B. There exist numerous structures on the said Property. The Builders/Promoters have constructed additional floors on some of the existing buildings on the said Property. Some units in such buildings have been sold for commercial purpose on ownership basis. The Builders/Promoters are proposing to develop the open areas and remaining structures on said Property for residential, commercial and other permissible purpose/users, in phases, by utilizing the basic FSI available in respect of the said Property, as well as by utilizing any additional FSI which is now available or which may become available in future, on account of increase in the basic FSI, or on payment of premium or by virtue of acquisition by the Builders/Promoters of Transferable Development Rights arising/emanating from the said Property (including portions thereof under amenity space, D.P. Roads set back etc.) or of other property/properties (TDR-FSI) under the provisions of the applicable rules and regulations prevailing at the relevant time, or in any other manner whatsoever, (hereinafter collectively referred to as the 'Maximum FSI Potential') of the said Property or in respect of the amalgamated Property (i.e. in the event of the said Property being amalgamated with any one more of the adjoining properties) hereinafter referred to as "Development" of the Property.

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D. The Builders/Promoters are well & sufficiently entitled to rights of development of said Property, and construction of residential Building called "JAINAM ELYSIUM" and/or commercial Building in accordance with the order and plan that would be/ sanctioned by the concerned authority.

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D. The Builders/Promoters have proposed to develop the said Property in phases and in the first phase to construct on a portion of the said Property a multi storied Building known as "JAINAM ELYSIUM" (hereinafter referred to as the 'said Building'), and thereafter the Builders/Promoters shall develop & construct on the rest of the Property in further phase/s as per their convenience so as to exhaust permissible basic F.S.I. and loading thereon Fungible F.S.I., T.D.R. F.S.I., (present & as available from time to time) as per Development Control Rules for Greater Mumbai to the maximum extent possible/permissible under DCR (as amended from time to time).

E. The Builders/Promoters had submitted to the MCGM, plans for the said Building for residential user and received the following:



- (i) Intimation of Disapproval ("IOD") dated 21st October 2013 and IOD bearing no. CE/1358/BPES/AS dated 21st October 2013, a copy of which are annexed hereto and marked as Annexure A
- (ii) First Commencement Certificate ("CC") bearing no. CE/1358/BPES/AS and dated 4th December 2013 and Final Commencement certificate for 22 Floors dated 11th February 2016 from the MCGM as amended from time to time being Annexure B
- (iii) The plans for construction of the Building as sanctioned by MCGM (hereinafter referred as "Sanctioned Plans") being Annexure C. The Builders/Promoters have also received from MCGM the permissions to amend the sanctioned plans/sanctioned layout.
- (iv) Occupation Certificate received on date 28th April 2017 which can be verified on www.mcg.gov.in.

F. The plans for construction of the said Building comprising of ground and upper floors have already been approved by the concerned local authorities. The Builders / Promoters shall however be entitled to construct additional upper floors. The

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marked as Exhibit 'A'. The Purchaser/s have perused the title certificate, title deeds, building attached to the said building related documents thereof & have thereupon accepted the title of the said Property as Purchaser/s and as per the sanction from the second floor of the Promoters/Builders as may be clear, marketable and free from encumbrances.

M. The Builders/Promoters have explained to the Purchaser/s the entire scheme of the Development of the said Property in Phase manner. The Purchaser/s have satisfied themselves that the foundation laid is sufficient to hold the additional weight due to construction of additional floors and with the full knowledge on the aforesaid and after perusal of the said Letter of Acceptance dated 12th December 2015 IOD, all approvals and commencement certificate, the Purchaser/s has offered to purchase the said Flat in the manner mentioned hereinafter;

The Builders/Promoters have informed the Purchaser/s and the Purchaser/s are aware that the Builders/Promoters have constructed a banquet hall in one of the buildings on the said Property and have been using the same as banquet hall for marriage party and other functions. The Purchaser/s will not be entitled to raise any objections or create any obstructions or hindrance to the person(s) using and/or occupying the said Banquet hall on the grounds of nuisance or inconvenience to them.

O. The Builders/Promoters have also informed the Purchaser/s and the Purchaser/s are aware that there is a deficiency of open space around the said Building and the Builders/Promoters have paid the charges for the deficiency of open space to MCGM. The Purchaser/s shall not be entitled to claim any compensation or any other amount for such deficiency of open space.

The Builders/Promoters have also informed the purchaser/s and the purchaser/s are aware that the segregating distance provided is deficient and layout and building plan are approved from MCGM considering said deficiency in segregating distance. The purchaser/s acknowledge that they have been made aware of the same and agree that they shall not be entitled to claim any relief, objection or compensation or any other amount for such deficiency in segregating distance.

P. The Builders/Promoters have also informed the Purchaser/s and the Purchaser/s are aware that the parking facility is made available in the adjacent



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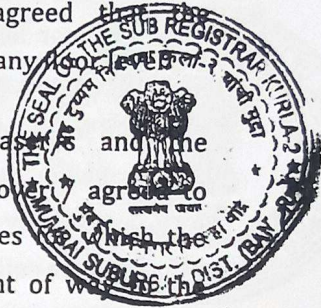
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building attached to the said Building as per the parking space allotted to the Purchaser/s and as per the sanctioned plans, the access to the said parking facility is from the second floor of the said Building which may be varied by the Promoters/Builders as may be required by MCGM or due to any other planning constraint. The Purchasers are also aware that the parking facilities available in the said connected podium parking Building have also been allotted or will be allotted to the owners / occupants of the other buildings on the said Property and the Purchaser/s shall not raise any objections to the same. The Builders/Promoters have also informed the Purchaser/s and the Purchaser/s have agreed that the Builders/Promoters may to install mechanical car parking system on any



Q. The Builders/Promoters have also informed the Purchaser/s and the Purchaser/s are aware that the Builders/Promoters have handed over 7% amenity/ open space to the MCGM as per their rules which the Builders/Promoters are required to provide a proper access/ right of way

amenity/ open space till the access from the public road is available to such open space.

R. The Builders/Promoters have also informed the Purchaser/s and the Purchaser/s are aware that without the consent of the MCGM and also Society / Builder, the Purchaser /s shall not exploit the said flat for commercial user.

S. The Builders/Promoters have also informed the Purchaser/s and the Purchaser/s are aware that there should not be any change in the elevation of the said building by putting grills from the outside of the window and also not allowed to keep flower pots etc. outside the window or any change in window size.

T. The Builders/Promoters have also informed the Purchaser/s and the Purchaser/s are aware that the common amenities like swimming pool , common road , garden/podium garden within the said property shall be share by other owner / occupants of the other buildings on the said property and purchaser/s shall not raise any objection to the same .

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U. The Builders/Promoters have also informed the Purchaser/s and the Purchaser/s are aware that they are liable to pay the property tax levied by the B.M.C department and also liable to pay if any further taxation levied by the government body for his occupied premises.

V. The Purchaser/s are desirous of purchasing a Flat in Jainam Elysium Tower A, bearing Flat no. 2204 admeasuring 222.96 square meters i.e. 2400 sq.ft. of carpet area (in bare shell condition, i.e. walls prior to finishing) or thereabouts which floor area within the Flat which is inclusive of areas of the balcony but excluding the areas of walls, area of internal staircase, internal lift lobby if any permitted to be constructed on payment of premium on the __ floor of the Building and have requested the Builders/Promoters for allotment of the same. The said Flat is more particularly described in the Second Schedule hereunder written. A typical layout plan of the said Flat (as sanctioned by the MCGM) is annexed hereto as Annexure D



1. Buyer is a partner in the M/s. Bhaichand Textile Mills and as per income tax law ___ partner can withdraw the property for self-use at the construction cost.
2. M/s Bhaichand Textile Mills incurred construction cost for the said property is Rs 16,080/- per sq. ft on the carpet area.
3. The Buyer before entering into this sale agreement deed is well aware of the property of the Seller and has agreed to purchase Flat no. 2204 of about 2400 Sq.ft carpet area on 22nd Floor in the said building called " Jainam Elysium" Tower "A" at Bhaichand Textile Mills Compound, 100 , L.B.S Marg ,Bhandup (West) Mumbai - 400078 , bearing CTS No 241 of Bhandup Village , Kurla Taluka , Bombay Suburban District at the construction cost (i.e 2400sq.ft x Rs.16,080/- per sq.ft) totaling Rs. 3,85,92,000/- (Rupees Three Crore Eighty Five Lakhs Ninety Two thousand Only) less TDS amount .

W. The Purchaser/s have demanded from the Builders/Promoters and the Builders/Promoters have given full, free and complete inspection to the Purchaser/s of all the documents of title relating to the said Property, the IOD, the CC, the sanctioned

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plans and the plans, designs and including the scheme relating under Section 4 of the Maharashtra Construction, Sale, Mortgage, "MOFA") and the Rules

X. The Purchaser/s shall execute all the necessary documents for the said Property in MOFA, and in accordance with the terms and conditions

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plans and the plans, designs and specifications of the said Flat and all other documents including the scheme relating to the construction of additional floors as are specified under Section 4 of the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred as "MOFA") and the Rules made there under.

X. The Purchaser/s, having understood the scheme and having perused all the necessary documents, deeds and writings related to title of the Builders/Promoters of the said Property and the Building along with all other documents as specified in MOFA, and after being fully informed and satisfied about the same, they are desirous of purchasing from the Builders/Promoters the said Flat for the consideration and on the terms and conditions hereinafter appearing.



Y. Being satisfied with the Promoter's title to the said Property, and its ability to develop the same in Phase manner the parties hereto are desirous of executing this Agreement for Sale, being the Agreement for Sale as envisaged under section 4 of MOFA, setting out the terms and conditions on which the Builders/Promoters have agreed to sell the Flats to the Purchaser.

Z. In the aforesaid circumstances, the Purchaser/s have agreed to acquire/purchase a Flat Bearing No. 2204 on the 22nd Floor in the Building known as 'JAINAM ELYSIUM' Tower "A" L.B.S. Marg, Bhandup - (W), Mumbai - 400 078 more particularly described in the Schedule hereunder written, being constructed on the portion of said Property, subject to the Builders/Promoters rights of development of rest of the said Property, as per D.C. Rules for the consideration and on the terms and conditions hereinafter mentioned.

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

1. The hereinabove recitals & Annexures attached to this Agreement forms integral part of this Agreement and same is treated as terms of this Agreement.

(Handwritten signatures)

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2. DEVELOPMENT

a. The Builders/Promoters shall construct in the First phase of Development of the said Property the said Building consisting of ground and upper floors on the portion of said Property in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser/s with only such variation and modifications as the Builders/Promoters may consider necessary or as may be required to be by the concerned local authority or the Government to be made in them or any of them.

The Purchaser/s have prior to the execution of this Agreement satisfied themselves about the title of the Builders /Promoters to the said Property and they shall not be entitled to further investigate the title of the Builders/Promoters and no requisitions or objections shall be raised on any manner relation to the title.

3. PREMISES/ CONSIDERATION

a) The Purchaser/s agree that after sanction / approval of any plan by the appropriate authorities and disclosure of the same to the Purchaser/s, the Builders/Promoters shall be entitled to modify and alter the shape of the said Flat hereby agreed to be sold to the Purchaser/s, without in any manner reducing the agreed carpet area of the said Flat agreed to be sold to the Purchaser/s under this Agreement. The Purchaser/s agrees that carpet area is calculated on bare shell basis i.e. prior to any finishing material and is subject to tolerance of +/-2% on account of structural design and construction variations. However, the Builders/Promoters shall obtain prior consent in writing of the Purchaser/s in respect of any variations or modifications which may adversely affect the Flat of the Purchaser/s.

b) The Purchaser/s hereby agree to purchase from the Builders/Promoters and the Builders/Promoters hereby agree to sell Flat No. 2204 admeasuring 2400 sq. ft. in carpet area on the 22nd Floor of Jainam Elysium Div. of Bhaichand Textile Mills, on CTS No.241, L.B.S. Marg, Bhandup - (w), Mumbai - 400078 as delineated in red color boundary line on the floor plan thereof hereto annexed and marked as Annexure D (hereinafter referred to as 'the Flat, for the consideration of Rs.



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3,85,92,000/- (Rupees Three crore only), including proportionate price of the Flat more particularly described in annexed and marked as Annexure Builder /Promoters the amount of crore Eighty Five Lakhs Nine

i) Rs. 96,48,000 Only) as Money

ii) Rs (Plus

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MISCELLANEOUS

It is hereby further clarified that the area mentioned hereinabove in the recitals is the gross area of the Property as per Property Revenue Card. The Builders/Promoters have handed over area admeasuring 1009.40 sq.mt for setback of L.B.S. road and further area admeasuring 705.32 sq.mt for amenity open space. There will be further area that may be required to be handed over on account of widening of existing municipal road adjoining to amenity plot and accordingly net plot area of the Property will further reduce.

THE FIRST SCHEDULE OF PROPERTY HEREINABOVE REFERRED TO :

All that pieces or parcels of land or grounds together with structures and buildings standing thereon, admeasuring about 15,115.7 Sq. Mtrs., less area admeasuring 1009.40 sq.mtrs. for setback of L.B.S. Road and further area admeasuring 705.32 sq.mtrs. for amenity open space handed over to MCGM and such further area as may be required to be handed over on account of widening of existing municipal road adjoining to amenity plot bearing Survey No. 115 & C.T.S. Nos. 241, 241/1 to 241/14 of Village Bhandup, L.B.S. Marg, Bhandup - (W), Mumbai - 400 078 Taluka Kurla, Registration District and Sub-District of Mumbai and Mumbai Suburban, within the limits of 'S' Ward of Municipal Corporation of Greater Mumbai.



SECOND SCHEDULE

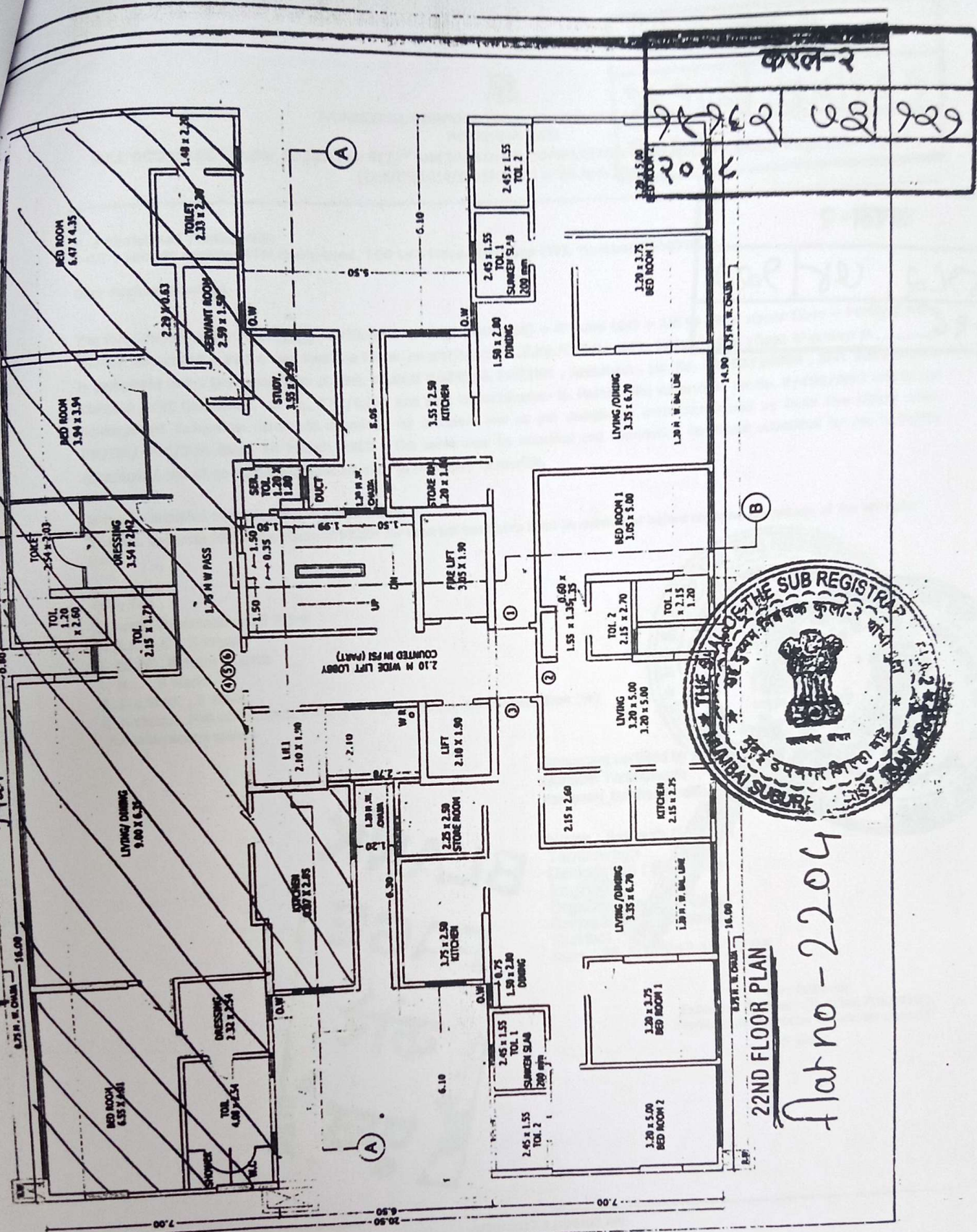
Flat no. 2204 at Jainam Elysium Tower "A" of 2400 Sq.ft Carpet area admeasuring i.e. 222.96 Sq. mtrs on 22nd Floor of the Building known as "Jainam Elysium" Div. of M/s. Bhaichand Textile Mills constructed on a portion of the plot bearing Survey No. 115 & C.T.S. Nos. 241, 241/1 to 241/14 of Village Bhandup, L.B.S. Marg, Bhandup - (W), Mumbai - 400 078 Taluka Kurla, Registration District and Sub-District of Mumbai and Mumbai Suburban, within the limits of 'S' Ward of Municipal Corporation of Greater Mumbai.

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Flat No. 2204



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22ND FLOOR PLAN

flat no - 2204

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Asst. S. D. M.



MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII

FULL OCCUPANCY Under Regulation 6(7)* and BUILDING COMPLETION CERTIFICATE Under Regulation 6(6)*
[CHIE/ES/1216/S/337(NEW) of 28 April 2017]

| | |
|---------|---------|
| 28/4/17 | |
| 28/4/17 | 28/4/17 |
| 28/4/17 | |

To,
M/s Bhalchand Textile Mills
C-107, Jainam Arcade, BTM Compound, 100 LBS Marg, Bhandup (W), Mumbai-400078.

Dear Applicant/Owners,

The full development work of _____ building comprising of Stilt (pt) + Ground (pt) + 1st to 22nd upper floor + Parking wing having Basement + Stilt+ one Podium Floor. on plot bearing C.S.No./CTS No. 241, 241/1-14 of village Bhandup at _____ is completed under the supervision of Shri. PARAG PARIMAL PAREKH , Architect , Lic. No. CA/96/19908 , Shri. Siddharth J. Chikani , RCC Consultant, Lic. No. STR/C/17 and Shri. Dineshkumar K. Patel , Site supervisor, Lic.No. P/466/SS-I and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. FB/HR/R-VI/324 dated 14 March 2017 . The same may be occupied and completion certificate submitted by you is hereby accepted. A set of certified completion plan is attached herewith.

It can be occupied with the following condition/s.

That the Separate PRC in the name of MCGM for road set back area shall be submitted before claiming advantage of the set back land

Copy To :

1. Asstt. Commissioner, S Ward
 2. A.A. & C. , S Ward
 3. EE (V), Eastern Suburb
 4. M.I. , S Ward
 5. A.E.W.W. , S Ward
 6. Architect, PARAG PARIMAL PAREKH, 3/150 Parimal, Jain Society Sion (W)
- For information please



Document certified by
Goraksh Tambewagh
<avinash_tambe@rediffmail.com>

Name : Avinash Goraksh
Tambewagh
Designation : Executive
Engineer
Organization : Municipal
Corporation of Greater
Mumbai
Date : 28-Apr-2017 11: 57:05

Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai
S Ward



03/12/2018

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 2

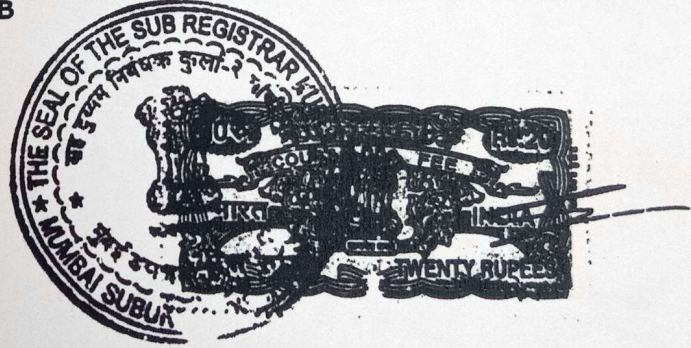
दस्त क्रमांक : 14182/2018

नोंदणी :

Regn:63m

गावाचे नाव : भांडुप

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| (1) विलेखाचा प्रकार | करारनामा |
| (2) मोबदला | 38592000 |
| (3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) | 48019779.5 |
| (4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) | 1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: सदनिका क्र. 2204, माळा नं: 22 वा मजला, इमारतीचे नाव: जैनम इलिझियम टॉवर ए जैनम इलिझियम बिल्डींग, ब्लॉक नं: भांडुप पश्चिम,मुंबई 400078, रोड नं: डिव्हीजन ऑफ भाईचंद टेक्सटाईल मिल्स,एल बी एस मार्ग, इतर माहिती: एक स्टील कारपार्किंग सहित ---- सदर मिळकतीचे मोजे भांडुप,सिटीएस नं 241,241/1 ते 241/14 ----- सदनिकेचे क्षेत्र 2400 चौ फुट कारपेट,222.96 चौ मी कारपेट ----- ((C.T.S. Number : 241,241/1 to 241/14 ;)) |
| (5) क्षेत्रफळ | 1) 222.96 चौ.मीटर |
| (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा. | |
| (7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. | 1): नाव:-मेसर्स भाईचंद टेक्सटाईल मिल्स चे भागीदार अजितकुमार सूर्यकांत दोशी वय:-58; पत्ता:-प्लॉट नं: ऑफिस नं. सी-107, माळा नं: -, इमारतीचे नाव: जैनम आर्केड, ब्लॉक नं: भांडुप पश्चिम,मुंबई, रोड नं: बी टी एम कंपाउंड,100, एल बी एस मार्ग, महाराष्ट्र, MUMBAI. पिन कोड:-400078 पॅन नं:-AADFB2042C |
| (8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता | 1): नाव:-बाहुबली एस. दोशी वय:-62; पत्ता:-सदनिका क्र. 301, -, दोशी पॅलेस, मुंबई, 24, वाळकेश्वर रोड; मालाबार हिल, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400006 पॅन नं:-AANPD0811B |
| (9) दस्तऐवज करून दिल्याचा दिनांक | 03/12/2018 |
| (10) दस्त नोंदणी केल्याचा दिनांक | 03/12/2018 |
| (11) अनुक्रमांक, खंड व पृष्ठ | 14182/2018 |
| (12) बाजारभावाप्रमाणे मुद्रांक शुल्क | 2401000 |
| (13) बाजारभावाप्रमाणे नोंदणी शुल्क | 30000 |
| (14) शेरा | |



मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारानुसार आवश्यक नाही

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

HL TOP UP Loan.

File No.:

C-KYC YES NO

RLMS ID :

Applicant Name : Ajit Doshi

Co-Applicant Name : Bahubali Doshi

Contact Number (9) 9322260290

(0) 9322259990

Applicant CIF : 85439921613.

Co-Applicant CIF : 90219045251.

Loan Account No.: 38099218525 (Flat no. 2204)

Collateral :

Loan Amount : 50 Lakhs.

Tenure :

Interest Rate :

EMI :

Dealer Name :

Name of Sourcing Person :

Disbursed on :

UTR No. Or J. No. :

| | | |
|--------------------|------------|--|
| AMT | | |
| PROCESSING OFFICER | | |
| RESI/OFF | | |
| TIR | | |
| VALUATION | 23/10/2023 | |
| SITE | Vashturkar | |
| LOAN A/C | | |
| T.D. | | |
| D.E. | | |



Bhandup branch (00562)