



26 February, 2013

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 2

दस्त क्रमांक : 1368/2013

नोंदणी 63

Regn. 63m

गावाचे नाव : गुंदवली	
(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	रु.27,207,600/-
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	रु.24,617,000/-
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	427/1., पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: युनिट नं २१०, माळा नं: २ रा मजला , इमारतीचे नाव: हबटाऊन सोलारीस, सेल विल्डींग नं.१ , ब्लॉक नं: अन्धेरी पूर्व, मुं ४०००६९, रोड नं: एन.एस.फडके मार्ग , इतर माहिती: सोबत २ कारपाकिंग
(5) क्षेत्रफळ	147.99 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/सिद्धून ठेवणा-या पक्षकाराचे नाव किंवा दिबाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1) नाव:- हबटाऊन.ली आधीचे नाव आकृती सिटी लि चे ऑथोराइझ सिग्नेटरी रुशांक शाह तर्फे मुखत्यार काळूराम - वय: 37; पत्ता :-प्लॉट नं: ऑफिस , माळा नं: -, इमारतीचे नाव: हबटाऊन सोलारीस , ब्लॉक नं: अन्धेरी पूर्व , रोड नं: एन. एम मार्ग , ... पिन कोड:- 400009 पॅन नंबर: AAACA6101D
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिबाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1)नाव:- ए.जे.एस एंटरप्राइजेस एल एल पी चे भागीदार जयेश - मेहता ; वय:45; पत्ता:-प्लॉट नं: ऑफिस १०८, माळा नं: -, इमारतीचे नाव: अरिहंत, ब्लॉक नं: कर्नक बंदर, रोड नं: अहमदाबाद पिन कोड:- 400009, पॅन नं:- AASFA4261H;
(9) दस्तऐवज करून दिव्याचा दिनांक	22/02/2013
(10) दस्त नोंदणी केल्याचा दिनांक	25/02/2013
(11) अनुक्रमांक,खंड व पृष्ठ	1368/2013
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	रु.1,361,000/-
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	रु.30,000/-
(14) गेरा	

me
सह. दुय्यम निबंधक अंधेरी-२,
मुंबई उपनगर जिल्हा.



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग
मुल्यांकन अहवाल सन 2013

1. दस्ताचा प्रकार :- व्यवसाय अनुच्छेद क्रमांक २५ (ब)
2. सादरकर्त्याचे नाव :- AJS Enterprises LLP
3. तालुका :- मुंबई / अंधेरी / बोरीवली / कुर्ला
4. गावाचे नाव :- गुंधवली
5. नगरभुमापन क्रमांक/सर्व्हे क्र./अंतिम भुखंड क्रमांक :- 427/1
6. मूल्य दरविभाग (झोन) :- 40/208 उपविभाग
7. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औदयोगिक
प्रति चौ.मी.दर :- P 160300

8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- 147.99 कारपेट / बिल्ट अप चौ.मीटर / फूट

9. कारपार्किंग :- 22.30 गच्ची :- - पोटमाळा :- -

10. मजला क्रमांक :- 2nd उदवाहन सुविधा आहे / नाही

11. बांधकाम वर्ष :- - घसारा :- -

12. बांधकामांचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे

13. बाजारमूल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. :- - ज्यान्वये दिलेली घट / वाढ २०१३

14. भाडेकरु व्याप्त मिळकत असल्यास :- 1. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र) :- -

2. नवीन इमारतीत दिलेले क्षेत्र

3. भाड्याची रक्कम :-

15. लिह अॅन्ड लायसन्सचा दस्त :- 1. प्रतिमाह भाडे रक्कम :-

निवासी/अनिवासी

2. अनामत रक्कम / आगावू

3. कालावधी :-

16. निर्धारित केलेले बाजारमूल्य :-

17. दस्तामध्ये दर्शविलेली मोवदला :-



17,000

2,72,07,600

18. देय मुद्रांक शुल्क :- 13,61,000

भरलेले मुद्रांक शुल्क :- 13,61,000

19. देय नोंदणी फी :- 30,000

लिपीक

सह दुय्यम निबंधक

323/1368

पावती

Original/Duplicate

Monday, February 25, 2013

नोंदणी क्र.: 39म

4:51 PM

Regn.:39M

पावती क्र.: 1601

दिनांक: 25/02/2013

गावाचे नाव: गुंदवली गुंदवली

दस्तऐवजाचा अनुक्रमांक: वदर4-1368-2013

दस्तऐवजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: ए जे एस एंटरप्राईजेस एल एल पी चे भागीदार जयेश -
मेहता

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

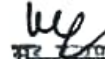
रु. 4340.00

पृष्ठांची संख्या: 217

एकूण:

रु. 34340.00

आपणास हा दस्तऐवज अंदाजे 5:08 PM ह्या वेळेस मिळेल आणि सोबत थंबनेल
प्रत व CD घ्यावी.


सह दय्यम निबंधक, अंधेरी-2
२५/०२/२०१३

बाजार मूल्य: रु.24617000 /-

मोबदला: रु.27207600/-

भरलेले मुद्रांक शुल्क :

रु. 1361000/-

DELIVERED

1) देयकाचा प्रकार: By Demand Draft रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: 018942 दिनांक: 18/02/2013

बँकेचे नाव व पत्ता: Union Bank Of India

2) देयकाचा प्रकार: By Cash रक्कम: रु. 4340/-



गण अक्टूबर २०१३ लेम्प खाली त्वासेल व
 संबधीत प्रविष्टि अधिकार्यांसी दूरध्वनी वरुन
 , मेळ बरोबर आढळुन आला.

ky
 सह. दुय्यम निबंधक अंधेरी - २

बंदर - ४/
 १३६८ ३
 २०१३

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("The Agreement") is made at Mumbai on this 22nd day
 of FEB 2013

BETWEEN:

HUBTOWN LIMITED, (formerly known as Ackruti City Limited, earlier to that as Ackruti
 City Limited, and prior to that as Akruti Nirman Pvt. Limited, which subsequently
 became public limited company) a company incorporated under the Companies Act, 1956
 and having its registered office at Hubtown Solaris building, N. S. Phadke Marg,
 Near Hotel Regency, Andheri (E), Mumbai - 400 069, hereinafter referred to as the
 Developer / Promoter, (which expression shall unless it be repugnant to the context or
 meaning thereof, mean and include its successors and assigns of the One Party);

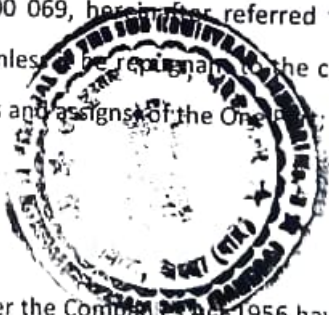
AND

AJS ENTERPRISES LLP, a company registered under the Companies Act 1956 having their
 office / address at 108, Arihant Building, Ahmedabad Street, Carnac Bunder, Mumbai -
 400 009 hereinafter referred to as "THE UNIT PURCHASER(s) / Purchaser(s)" (in case of
 a Company which expression shall unless it be repugnant to the context or meaning
 thereof, mean and include its successors and assigns, in case of a partnership firm which
 expression shall unless it be repugnant to the context or meaning thereof, mean and
 include the partners for the time being and from time to time constituting the firm and
 the survivors or survivor of them or their assigns and in the case of an individual which
 expression shall unless it be repugnant to the context or meaning thereof be deemed to
 mean and include his heirs, executors, administrators and assigns) of the Second Party;

For BOI SHAREHOLDING LTD.

(SANDIP K. PATIL)
 Authorised Signatory

BOI Shareholding Ltd.
 Shop No. 3 & 4, Ramkrishna CHS,
 Shopping Building, Opp. M.A. High School,
 S.V. Road, Andheri West,
 Mumbai - 400 052.
 D-SISTP/W/C/R/1002102/05/11/14-98



भारत 37108
 110084
 SPECIAL AGENT
 FEB 22 2013

[Signature]
 HUBTOWN LTD.
 MUMBAI
 DEVELOPER

[Signature]
 AJS ENTERPRISES LLP
 MUMBAI-9
 UNIT PURCHASER

and bearing old. C.T.S. Nos. 426, 428 to 430, 432 to 437, 439 to 443, 444 (Pt), 445, 447, 448, 449, 450 to 452, 453 (Pt), 454, 455 (Pt), 458, 459, 460 (Pt), 466 (Pt), and 467 (Pt) at Village Gundavali and New C.T.S. Nos. 427/1 to 427/8, 447 (C) and 447-1A having a total plot area of 44330.95 sq. mtrs. lying, being and situate at Village Gundavali, Andheri (East) known as Saiwadi, were declared as slum under the Maharashtra Slum Areas (Improvement, Clearance and Redevelopment), Act, 1971 (the Slum Act). The Slum Dwellers residing on these plots appointed the Developer/ Promoter as the Developer under the Slum Act. Pursuant to such appointment, the Developer/Promoter submitted a Slum Rehabilitation Scheme to the Slum Rehabilitation Authority (SRA) under Regulation 33 (10) of Development Control Regulations, 1991 for Greater Mumbai (DCR). The aforesaid parcels of land were acquired by the State Government of Maharashtra for the purpose of implementing the said scheme and that the same stands vested in the State Government of Maharashtra free from all encumbrances.

2. Chief Engineer Slum Rehabilitation Authority by a Letter of Intent No. SRA No. 81
 SRA/ChE/172/KE/ML/LOI dated 01.12.1998 issued to the Developer/Promoter (as it was then known as Akruiti Nirman Pvt. Ltd.), granted development rights in respect of all those pieces and parcels of land bearing old. C.T.S. Nos. 426, 428 to 430, 432 to 437, 439 to 443, 444 (Pt), 445, 447, 448, 449, 450 to 452, 453 (Pt), 454, 455 (Pt), 458, 459, 460 (Pt), 466 (Pt), and 467 (Pt) at Village Gundavali and New C.T.S. Nos. 427/1 to 427/8, 447 (C) and 447-1/A admeasuring 44330.95 sq. mtrs at Village Gundavali, Andheri (East) known as Saiwadi, under Regulation 33 (10) of D.C. R. As per the said LOI the FSI sanctioned was 2.07 and the saleable built-up area was 51583.11 sq. mtrs.

3. Chief Executive Officer, SRA by Notification No. SRA/Secy/Slum Rehab, Area/99 and published in the Maharashtra Government Gazette dated 25th August, 1999 had declared all those pieces and parcels of plots of old. C.T.S. Nos. 426, 428 to 430, 432 to 437, 439, to 443, 444 (Pt), 445, 447, 448, 449, 450 to 452, 453 (Pt), 454, 455 (Pt) 458, 459, 460 (Pt), 466 (Pt), and 467 (Pt) at Village Gundavali and New C.T.S. Nos. 427/1 to 427/8, 447 (C) and 447-1/A at Village Gundavali, Andheri (East) known as Saiwadi, as slum for redevelopment under Regulation 33 (10) of DCR.

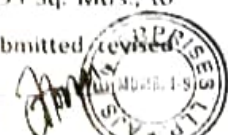
4. Subsequently, SRA by its Letter dated 7th July, 2001 informed the Developer / Promoter that they are free to sell in the open market, the built up area as mentioned in the said LOI dated 1.12.1998;

5. Thereafter consequent to the increase in the land area as per property card the area covered under the said Scheme got increased from 44330.95 Sq. Mtrs., to 52908.54 Sq. Mtrs. Accordingly the Developer / Promoter submitted revised



DEVELOPER

UNIT PURCHASER



revised LOI and finally the last layout approved on 27.11.2009 which consist of rehabilitation buildings and 3 sale buildings along with other common amenities.

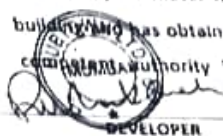
In terms of the said approved Layout Plan, the said Entire Property is notionally sub divided into various sub plots on which the rehabilitation and sale buildings are constructed / being constructed. One such plot i.e. Plot B / Commercial 1 as mentioned in the said approved Layout Plan admeasuring 6827.11 sq. mtrs., got naturally sub divided due to D.P. Road. The Developer / Promoter has proposed to construct one of the Free Sale building (Commercial) to be named as "HUBTOWN SOLARIS" at present consisting of built-up area of 45,000 Sq. Mtrs., on the said Plot B / Commercial 1 i.e. land bearing C.T.S Nos. 427/6(pt), 427/7(pt), 455(pt) at Village Gundavali, Andheri (East), Mumbai, admeasuring 6827.11 Sq. Mtrs., (hereinafter referred to as the "said Property / Solaris Plot") and more particularly described in the Second Schedule hereunder written and marked in blue color boundary line on the plan being Annexure - A hereto. The said building comprises of 2 Basement with 6 Level + Ground and 13 upper floors (to be extended upto 18 upper floors if permitted and FSI for the same is available) as per the plans approved and to be approved by the Competent Authority from time to time.

10. The Developer / Promoter have informed the Purchaser(s) that at present the approvals obtained by the Developer / Promoter for construction of 2 Basement with 6 Level + Ground and 10 Upper Floors of the said building "Hubtown Solaris". However it is informed to the Purchaser(s) that finally approval will be obtained for the development as proposed in the clause 9 hereinabove and Purchaser(s) confirms that he has agreed to purchase the Unit, with full information and knowledge that the said building will be 18 upper floors or thereabouts.

11. The Developer / Promoter submitted plan for constructing buildings on the said Solaris Plot to the office of Chief Executive Engineer, SRA, Executive Engineer, Slum Rehabilitation Authority vide its letter has approved the application for the plan for construction of "HUBTOWN SOLARIS" building as follows:

Approval	Number	Date
Intimation of Approval	SRA/Ch. E/ENG/1287/KE/ML/AP	08/05/05
Commencement Certificate	SRA/ENG/1287/KE/ME/AP	08/07/05

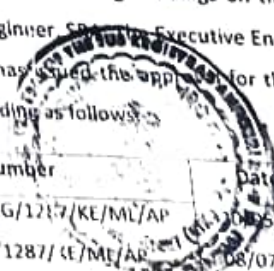
12. The Developer / Promoter has accordingly commenced the construction of "HUBTOWN SOLARIS" building in accordance with the said approved plans. The Developer / Promoter has completed construction of certain portion of the said building and has obtained Part Occupation Certificate in respect thereof from the competent authority bearing its reference no SRA/ENG/1287/KE/ML/AP/OCC


DEVELOPER

UNIT PURCHASER


UNIT PURCHASER

to time: 8/1
at present the 0
of 2 Basement





revised LOI and finally the last layout approved on 27.11.2009 which consist of 4 rehabilitation buildings and 3 sale buildings along with other common amenities.

In terms of the said approved Layout Plan, the said Entire Property is notionally sub divided into various sub plots on which the rehabilitation and sale buildings are constructed / being constructed. One such plot i.e. Plot B / Commercial 1 as mentioned in the said approved Layout Plan admeasuring 6827.11 sq. mtrs., got naturally sub divided due to D.P. Road. The Developer / Promoter has proposed to construct one of the Free Sale building (Commercial) to be named as "HUBTOWN SOLARIS" at present consisting of built-up area of 45,000 Sq. Mtrs., on the said Plot B / Commercial 1 i.e. land bearing C.T.S Nos. 427/6(pt), 427/7(pt), 455(pt) at Village Gundavali, Andheri [East], Mumbai, admeasuring 6827.11 Sq. Mtrs., (hereinafter referred to as the "said Property / Solaris Plot") and more particularly described in the Second Schedule hereunder written and marked in blue color boundary line on the plan being Annexure - A hereto. The said building comprises of 2 Basement with 6 Level + Ground and 13 upper floors (to be extended upto 18 upper floors if permitted and FSI for the same is available) as per the plans approved and to be approved by the Competent Authority from time to time.

9385
at present the
of 2 Basement

10. The Developer / Promoter have informed the Purchaser(s) that the approvals obtained by the Developer / Promoter for construction of building with 6 Level + Ground and 10 Upper Floors of the said building "Hubtown Solaris". However it is informed to the Purchaser(s) that finally approval will be obtained for the development as proposed in the clause 9 hereinabove and Purchaser(s) confirms that he has agreed to purchase the Unit, with full information and knowledge that the said building will be 18 upper floors or thereabouts.

11. The Developer / Promoter submitted plan for constructing buildings on the said Solaris Plot to the office of Chief Executive Engineer, Slum Rehabilitation Authority vide its letter having the approval for the plan for construction of "HUBTOWN SOLARIS" building as follows:

Approval	Number	Date
Intimation of Approval	SRA/Ch E/ENG/1287/KE/ML/AP	06/05/05
Commencement Certificate	SRA/ENG/1287/ (E/ML/AP)	08/07/05



12. The Developer / Promoter has accordingly commenced the construction of "HUBTOWN SOLARIS" building in accordance with the said approved plans. The Developer / Promoter has completed construction of certain portion of the said building and has obtained Part Occupation Certificate in respect thereof from the competent authority bearing its reference no SRA/ENG/1287/KE/ML/AP/OCC.

[Signature]
DEVELOPER

UNIT PURCHASER



revised LOI and finally the last layout approved on 27.11.2009 which consist of 4 rehabilitation buildings and 3 sale buildings along with other common amenities.

In terms of the said approved Layout Plan, the said Entire Property is notionally sub divided into various sub plots on which the rehabilitation and sale buildings are constructed / being constructed. One such plot i.e. Plot B / Commercial 1 as mentioned in the said approved Layout Plan admeasuring 6827.11 sq. mtrs., got naturally sub divided due to D.P. Road. The Developer / Promoter has proposed to construct one of the Free Sale building (Commercial) to be named as "HUBTOWN SOLARIS" at present consisting of built-up area of 45,000 Sq. Mtrs., on the said Plot B / Commercial 1 i.e. land bearing C.T.S Nos. 427/6(pt), 427/7(pt), 455(pt) at Village Gundavali, Andheri [East], Mumbai, admeasuring 6827.11 Sq. Mtrs., (hereinafter referred to as the "said Property / Solaris Plot") and more particularly described in the Second Schedule hereunder written and marked in blue color boundary line on the plan being Annexure - A hereto. The said building comprises of 2 Basement with 6 Level + Ground and 13 upper floors (to be extended upto 18 upper floors if permitted and FSI for the same is available) as per the plans approved and to be approved by the Competent Authority from time to time.


10. The Developer / Promoter have informed the Purchaser(s) that at present the approvals obtained by the Developer / Promoter for construction of 2 Basement with 6 Level + Ground and 10 Upper Floors of the said building "Hubtown Solaris". However it is informed to the Purchaser(s) that finally approval will be obtained for the development as proposed in the clause 9 hereinabove and Purchaser(s) confirms that he has agreed to purchase the Unit, with full information and knowledge that the said building will be 18 upper floors or thereabouts.

11. The Developer / Promoter submitted plan for constructing buildings on the said Solaris Plot to the office of Chief Executive Engineer, Slum Rehabilitation Authority vide its letter has issued the approval for the plan for construction of "HUBTOWN SOLARIS" building as follows:

Approval	Number	Date
Intimation of Approval	SRA/Ch. E/ENG/1287/KE/ML/AP	05/05/05
Commencement Certificate	SRA/ENG/1287/KE/ML/AP	08/07/05

12. The Developer / Promoter has accordingly commenced the construction of "HUBTOWN SOLARIS" building in accordance with the said approved plans. The Developer / Promoter has completed construction of certain portion of the said building and has obtained Part Occupation Certificate in respect thereof from the Competent Authority bearing its reference no SRA/ENG/1287/KE/ML/AP/OC


 DEVELOPER

UNIT PURCHASER 

12/8/11
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 of 2 Basement



scheme to the SRA. Thereupon, SRA vide its revised Letter of Intent (revised LOI bearing No. SRA/ Ch. E / 172 / KE ML / LOI dated 18.10.2004, granted its sanction to the Developer for carrying on the Slum Rehabilitation Scheme on the aforesaid land, having aggregate area of 52508.54 Sq. Mtrs., subject to the terms and conditions mentioned therein. The land on which the revised scheme of Rehabilitation was granted as mentioned in the foregoing paragraph are land bearing Old C.T.S. Nos. 426, 428 to 430, 432 to 437, 439 to 443, 444 (Pt), 445, 447 to 452, 453 (Pt), 454, 455 (Pt), 458, 459, 460 (Pt), 466 (Pt), and 467 (Pt) at Village Gundavali and New C.T.S. Nos. 427/1 to 427/8, 447 (C) and 447-1/A at Village Gundavali, Andheri [East] known as Saiwadi. The said LOI permits in principle 2.32 FSI on the said Entire property. Pursuant to the said sanction, the Developer / Promoter became entitled to sell 66637.43 sq. mtrs. built up area.

6. Subsequent to the aforesaid revised LOI dated 18.10.2004 the Developer / Promoter acquired a plot of land admeasuring 890.50 Sq. Mtrs., adjacent to the aforesaid land and the same was proposed to be added in the said Scheme. Pursuant to the said Proposal the SRA was pleased to further revise and issue a fresh LOI dated 15th November 2007 for an aggregated area of 53399.04 Sq. Mtrs., The said LOI permits in principle 2.246 FSI on the slum portion and FSI of 1.00 on non slum plot whereby the saleable built-up area was revised from 66637.43 Sq. Mtrs., to 64058.96 Sq. Mtrs. The said lands bearing Old C.T.S. Nos. 426, 428 to 430, 432 to 437, 439 to 443, 444 (Pt), 445, 447 to 452, 453 (Pt), 454, 455, 458, 459, 460 (Pt), 466 (Pt), and 467 (Pt) and New C.T.S. Nos. 427/1 to 427/8, 447 (C) and 447-1/A admeasuring 53399.04 Sq. Mtrs., and situated at Village Gundavali, Andheri [East] known as Saiwadi hereinafter referred to as "the said Entire Property" which is more particularly described in the First Schedule hereunder written and Shown with red colour boundary line in map plan annexed hereto as "ANNEXURE A".

7. On the application made by the Developer / Promoter for shifting the Sale Component of 12,944.44 Sq. Mtrs., from Harinagar Shivajinagar (the another scheme which is being implemented by the Developer / Promoter on other property at Village Mogra in Jogeshwari (East) and known as "Harinagar Shivajinagar") SRA approved the same and issued further LOI bearing No. SRA/ Ch. E / 172 / KE ML / LOI dated 02.04.2009 for the said purpose. The said LOI permits in principle 2.5 FSI on the slum portion and FSI of 1.00 on non slum plot whereby the saleable built-up area was revised from 64058.96 Sq. Mtrs., to 77003.40 Sq. Mtrs.

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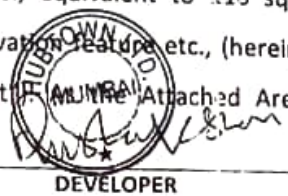
8. Pursuant to the provisions of Slum Rehabilitation Scheme, Developer / Promoter has submitted the layout Plan in respect of the said Entire Property to SRA and the layout Plan which got amended from time to time.

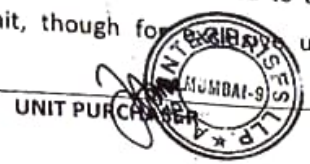
annexed hereto and marked as "ANNEXURE - B".

13. M/s. Pandya & Poonawala, Advocate & Solicitors, High Court, Bombay have certified that the Developer's / Promoter's title to Develop the said Property and of the said Entire Property and their right to sell the Units in the free sale buildings including "Hubtown Solaris" on what is commonly known as "Ownership Basis" is clear and marketable. The Certificate of Title issued by M/s. Pandya & Poonawala, Advocate & Solicitors, High Court, Bombay dated 6th August 2011 is hereto annexed and marked as "ANNEXURE - C".
14. The Units in the said building "HUBTOWN SOLARIS" are being sold as bare shell unit and the price agreed to be paid by the Unit Purchaser is based on the Carpet area of the bare shell unit to be provided by the Developer / Promoter.
15. The Units in the said building "HUBTOWN SOLARIS" are being sold as bare shell unit and the price agreed to be paid by the Unit Purchaser is based on the Carpet area of the bare shell unit to be provided by the Developer / Promoter.
16. In terms of Slum Rehabilitation Scheme, upon completion of the entire project, the Government of Maharashtra shall execute Deed of Lease in respect of Solaris Plot initially for a period of 30 years for a nominal lease rent of Rs. 1001 for 4000 sq. meters of land to be renewed for further period of 30 years in favour of the Developer / Promoter or its nominees.
17. The Developer / Promoter is desirous of selling, transferring or otherwise disposing off units, premises, shops, and other areas to be constructed on the said Property as per the approvals and sanctions under the relevant laws. The Developer / Promoter is entering into separate agreements for sale, transfer and/or disposal thereof with various purchasers or transferees thereof.
18. The Purchaser(s) has / have agreed to acquire from the Developer/Promoter Unit

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No. 210 situated on the Second Floor of the building "Hubtown Solaris", admeasuring about 112.69 sq. mtrs., equivalent to 1,211 sq ft of Carpet Area ("hereinafter referred to as "the said Unit") along with the permission to park the car in Robotic / Automated or Conventional Car Parking Area(s). The said building is being constructed on the said Solaris Plot more particularly described in the Second Schedule. The said Unit is shown in red colour boundary line on the floor plan thereof hereto annexed as "ANNEXURE - D", on the terms and conditions as set out hereinafter. The said Unit is attached with an area admeasuring 10.79 sq. mtrs., equivalent to 116 sq. ft., in the form of terrace and/or niche and/or elevation feature etc., (hereinafter referred to as the "Attached Area to the said Unit"). Attached Area to the said Unit, though for exhibition use and


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occupation by the Unit Purchaser(s) being free of FSI, it is not been charged to the Unit Purchaser(s) and the consideration agreed to be paid under this agreement doesn't include charges for said Attached Area to the said Unit and the said consideration is only for the carpet area of the said Unit.

19. The Purchaser (s) do hereby irrevocably agree and confirm with the Developer / Promoter that he/she/they is/are fully aware that the Developer / Promoter will provide Car Parking Facility/area in the said Property for the benefit of the some of the Purchasers of unit(s) and the Developer / Promoter will give permission to park 02 (Two) cars in such Car Parking areas to the Purchaser(s) of unit(s) on such terms and conditions as may be determined by the Developer/Promoter and the Purchaser(s) do hereby agree and confirm that he/she/it/they will have No Objection or dispute with regards to such car parking areas in any manner whatsoever to some of Purchasers.

20. The Purchaser is aware that the plans submitted are tentative and are likely to undergo change. The Developer / Promoter has informed the Purchaser(s) that the Solaris Plot is admeasuring 6827.11 sq. mtrs., and the building being constructed thereon (Hubtown Solaris) is at present having construction area up to 87,000 sq. mtrs., and the FSI to be utilized thereon is up to 45,000 sq. mtrs. The Developer / Promoter has further informed the Purchaser(s) that the FSI being utilized and the total construction area in respect of Hubtown Solaris shall be subject to change by way of increase upto 60,000 sq. mtrs of FSI to be utilized on the said Solaris plot, with proportionate increase in the construction area also and that such increase or change as may be decided by the Developer/Promoter from time to time and that the Purchaser(s) has agreed to the same. The Developer / Promoter shall be entitled to make any variations, alterations, amendments or deletions in the plan and submit and obtain approval of the concerned authority. The Developer / Promoter shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Solaris Plot, relocate / realign service and utility connections and lines, open spaces, parking spaces and all or any other areas, amenities and facilities, without adverse effecting the actual area of the said Flat. The Developer/Promoter may make any variations, alterations, amendments or deletions to or in the scheme of development of the said Solaris Plot, relocate / realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities if the same is required by the concerned authority.

21. The Purchaser(s) is aware and unconditionally and irrevocably agree, confirm and cover with the Developer / Promoter that he/she/they has / have No Objection and he/she/they expressly gives unconditional and informed consent as required under the Maharashtra Ownership of Flat Act (MOFA), to the Developer / Promoter for

DEVELOPER

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amending, altering, modifying plan of said Building or construct additional Floors up to 18th Floor on the said building being constructed on the said Solaris Plot and utilize any F.S.I. available on the said Entire Property arising from within said Entire Property or obtained by way of any Transferable Development Rights (T.D.R.) from outside the Entire property or by amalgamating the said Entire Property with any other plot or any other slum rehabilitation scheme and utilize the same on the said Solaris Plot and construct additional Floors on the said Hubtown Solaris building and carry out all other changes in the said Solaris Plot including but not limited to construction of any Podium and revise the internal roads and Parking lots and provide for Parking above the Podium or underground or in the stilt or open Parking as the Developer / Promoter may desire or deem fit from time to time and the Purchaser(s) has / have No Objection or dispute regards the same and has expressly given his/her/its unconditional and informed consent as per the provisions of the MOFA.

22. The Developer / Promoter either by themselves or through other entities are entitled to and propose to acquire for the purpose of development the contiguous, adjoining or adjacent Land and properties or amalgamate any one or more of the other slum rehabilitation scheme(s) and enter into such arrangement or agreement as they may deem fit. The Developer / Promoter may amalgamate such Land and properties / schemes with the said Entire Property / Saiwadi Scheme and / or sub-divide the same and / or include the same in the scheme of development envisaged in this Agreement for the said Entire Property in the manner deemed appropriate. In view thereof, references to the said Entire Property shall be deemed to include the contiguous, adjacent and adjoining Land and properties and the said Saiwadi Scheme shall include any such slum rehabilitation scheme as may be amalgamated with Saiwadi slum scheme and Developer / Promoter shall carry out construction thereon wherever the context so permits or require.

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23. The Unit Purchaser has inspected the site and seen the said building under construction and taken inspection of all the documents as required under the Maharashtra Flat Ownership (Regulation of The Promotion of Construction, Sale Management and Transfer) Act, 1963 (hereinafter referred to MOF Act) and the Rules framed there under including :-

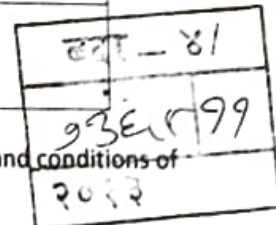
- Letter of Intent No. SRA/CH.E/172/KE/ML/LOI dated 1.12.1998.
- Revised Letter of Intent No. SRA/Ch.e/172/KE/ML/LOI dated 18.10.2004.
- Intimation of Approval bearing No. SRA/Ch.E/Eng/1287/KE/ML/AP dated 20th May, 2005.
- Commencement Certificate bearing No. SRA/Eng/1287/KE/ML/AP dated



- e. Part Occupation Certificate No. SRA/ENG/1287/KE/ML/AP/OCC dated 12th September 2012.
- f. Typical Floor Plan of the Unit No. 210.
- g. Title Certificate dated 6th August, 2011 issued by M/s. Pandya and Poonawala, Advocates & Solicitor.
24. The Unit Purchaser(s) is / are aware of the fact that the Developer / Promoter has entered into or will enter into similar and separate agreements with several other person/s and party(ies) in respect of the other units, terraces, parking areas, in the said building/s to be constructed on the said Property / Solaris Plot.
25. The Purchaser(s) has / have carefully read and understood the contents and meanings of each Clauses of this Agreement, along with all the aforesaid relevant information furnished by the Developer / Promoter and the Purchaser(s) has / have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this Agreement.
26. The Permanent Income Tax Account Number of the parties are as under:-

Name of the Party	Permanent Income Account No.
Hubtown Ltd. Developer:	AAACA6101D
AJS Enterprise LLP Unit Purchaser:	AASFA4261H

27. The Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these presents.



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

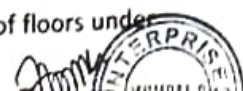
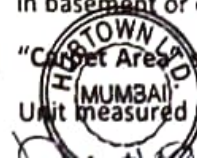
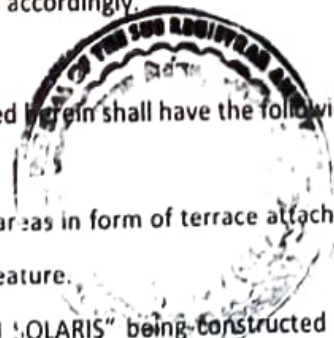
1. THE RECITALS PART OF THE AGREEMENT

The Parties hereby agree and confirm that all the recitals of this Agreement form integral part of this Agreement and shall be read accordingly.

2. DEFINITIONS AND INTERPRETATIONS

In this Agreement, the following expressions used herein shall have the following meaning:

- a) "Attached Area to the said Unit" shall include areas in form of terrace attached to the said Unit and/or niche and/or elevation feature.
- b) "Building" shall mean and include "HUBTOWN SOLARIS" being constructed on the said Solaris Plot which comprises of Robotic / Conventional Car parking Area in basement or open.
- c) "Carpet Area" shall mean and include area of all floors of the rooms of the said Unit measured from external walls of the said Unit including area of floors under



Common facilities means all the facilities for use, convenience, and benefit of all unit owners of the said Building; such Building Common Areas and Building Common Facilities to be used by the Unit Purchaser(s) in their capacity as the purchasers of the said Unit in the said Building along with other purchasers of other units in the said Building. Viz:-

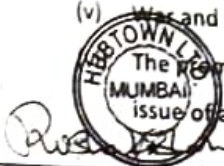
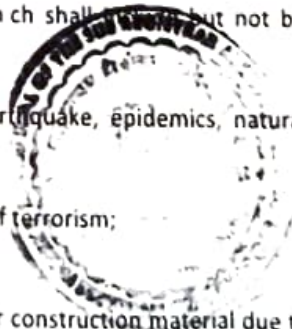
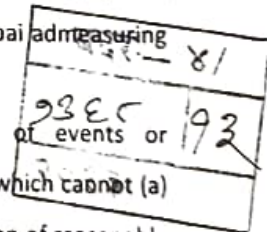
- i. R.C.C. underground and overhead tanks with two pumps of approved capacity and make;
 - ii. R.C.C. staircase with kadappa tread, R.C.C. pardi with hand-railings;
 - iii. Lift
 - iv. Fire Fighting System.
- f) **"Common Organization"** shall mean a Society under the Maharashtra Co-operative Housing Society Act or Corporate Bodies or a Company under the Companies Act or a Condominium under the Maharashtra Apartment Ownership Act or any other entity permissible, formed or to be formed amongst the Purchasers of the units in the said building.
- g) **"DCR"** shall mean Development Control Regulation 1991 as applicable for Mumbai.
- h) **"Entire Property / Saiwadi Land"** shall means and include all that piece and parcel of land bearing old. C.T.S. Nos. 426, 428 to 430, 432 to 437, 439 to 443, 444 (Pt), 445, 447, 448, 449, 450 to 452, 453 (Pt), 454, 455, 458, 459, 460 (Pt), 466 (Pt), and 467 (Pt) at Village Gundavali and New C.T.S. Nos. 427/1 to 427/8, 447 (C) and 447-1/A at Village Gundavali, Andheri (East), Mumbai aggregating 53399.04 sq. mtrs.
- i) **"Force Majeure"** shall mean any event or combination of events or circumstances beyond the control of the Developer / Promoter which cannot (a) by the exercise of reasonable diligence or (b) despite the adoption of reasonable prevention and/or alternative measures, be prevented or caused to be prevented and which adversely affects the Developer / Promoter's ability to perform its obligations under this Agreement, which shall but not be limited to:

- (i) Act of god e.g. fire, drought, flood, earthquake, epidemics, natural disasters;
- (ii) Explosions or accidents, air crashes, act of terrorism;
- (iii) Strikes or lock outs, industrial disputes;
- (iv) Non-availability of cement, steel or other construction material due to strikes of manufactures, suppliers, transporters, shortage of labour or other intermediaries or due to any reason whatsoever;
- (v) Wars and hostilities of war, riots, bandh or civil commotion;

The promulgator of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Government

DEVELOPER

UNIT PURCHASER



educational cess or any other taxes, charges, levies by whatever name called in connection with the said building.

- s) "Unit" shall mean Unit No. 210 on Second floor of the Building known as HUBTOWN SOLARIS shown on the Floor Plan being "ANNEXURE - D" hereto.



3. SALE AND PURCHASE OF UNIT AND PAYMENT OF CONSIDERATION

- 3.1 The Purchaser(s) is/are desirous of purchasing and acquiring from the Developer / Promoter, on what is commonly known as 'ownership basis', a Unit bearing No. 210 on Second floor having Carpet area of 112.69 Sq. Mtrs., (1,211 Sq. ft) together with use and exclusive possession of said "Attached Area to the said Unit" as shown in red colour boundary line on the floor plan being Annexure - D hereto, in the building known as "HUBTOWN SOLARIS" situated on the said Solaris Plot for the consideration and on the terms and conditions herein contained. The Attached Area to the said Unit is admeasuring 10.79 sq. mtrs. equivalent to 116 sq. ft., in the form of terrace / niche / corridor / elevation feature etc.). The said Attached Area to the said Unit being free of FSI is not charged to the Unit Purchaser and the purchase consideration agreed to be paid under this agreement is only for the Carpet Area of the said Unit and not for the Attached Area to the said Unit. The Carpet Area of the said Unit may vary as a result of physical variations due to column offsets, tiling, ledges, plaster, skirting up to 5% of the Carpet Area.
- 3.2 It is clarified that the amount of consideration is agreed by the parties herein only in respect of Carpet Area of the said Unit in the said building. The Unit Purchaser(s) is/are aware that there could be variation in the carpet area up to 5% as mentioned in clause 3.1 herein above and accept the same and agrees that he/she/they/it shall not claim any adjustment or reduction in the purchase consideration for such variation.
- 3.3 If opted by the Unit Purchaser(s), Developer / Promoter will give permission to park a car to the Unit Purchaser(s) upon entire purchase consideration for the said Unit indicated in Clause 3.4 having been received by the Developer / Promoter. Upon entire payment towards the said Unit being made by the Unit Purchaser(s) he / she / they / it shall be given permission to park cars in Robotic/Automated Car Parking System by issuing "Parking Pass" on yearly basis for 02 (Two) number of cars with Car Number mentioned thereon at any level of the Basement operational in terms of this Agreement. In case of change in Car to be parked in the system the Purchaser(s) shall surrender the Old Parking Pass and get a new Parking Pass issued for the new car. The Purchaser(s) shall be required to pay monthly charges to park the car in Robotic / Automated Car Parking System as may be prescribed by the Developer / Promoters from time to time. Car owners having the car parking pass shall be allowed to enter into the

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 UNIT PURCHASER

Authority that prevents or restricted Developer / Promoter from complying with any or all the terms and conditions as agreed under this Agreement; or

- (vii) Any legislation order or rule or regulation made or issued by the Govt. or any other authority or, if any competent authority(ies) refuses, delays withholds, denies the grant of necessary approvals for the said building / said project or; if any matters, issues relating to such approvals, permissions, notices, notifications, by the competent authority(ies) become subject matter any suit / writ before a competent court or; for any reason whatsoever;
- (viii) Any event or circumstances analogues to the foregoing.

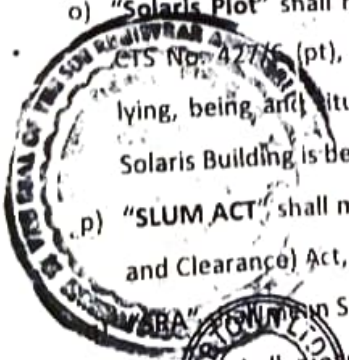
- j) "Layout" shall mean proposed user of the said Entire Property / Saiwadi Land for purpose of development as sanctioned by the competent authority.
- k) "Maintenance Charges" shall mean such contribution and or compensation (excluding Municipal taxes or any other taxes) as may be decided by the Common Organization (as defined in the Agreement) or the Developer / Promoter (if the Common Organization is not formed) from time to time for the general maintenance of the said Building and said Solaris Plot to be paid in advance on or before 5th day of the month by the Unit Purchaser(s).
- l) "MOFA" shall mean Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management And Transfer) Act 1963 and the Rules framed thereunder.
- m) "Possession Date" shall mean September 2013 or such extended date due to conditions mentioned in this agreement or force majeure.
- n) "Project" shall mean the development work on the Solaris Plot as envisaged in this Agreement upon due sanctions being accorded by the relevant authorities from time to time and improvements/construction on the said Solaris Plot by utilization of development potential (now or that may be available in future) including FSI, FAR, DR & TDR-FSI of 4 or more as may be permissible under the Development Control Regulations, and/or any other acts as may be applicable from time to time and shall be known as Hubtown Solaris.

o) "Solaris Plot" shall means and include all that piece and parcel of land bearing CTS No. 427/6 (pt), 427/7 (pt) & 455 (pt) admeasuring about 6827.11 sq mtrs. lying, being and situate at Village Gundavali, Andheri [East] on which Hubtown Solaris Building is being constructed.

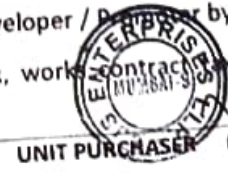
p) "SLUM ACT" shall mean Maharashtra Slum Areas (Improvement, Redevelopment and Clearance) Act, 1971.

q) "Taxes" shall mean any tax payable by the Developer / Promoter by way of value added tax, sales tax, contract sales tax, work contract tax, service tax.

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the parking area and connecting driveway is not obstructed and safety is not compromised.

3.3.6 It is agreed and confirmed by the Purchaser(s) that the entire structure wherein Automated Car Parking System is installed and the system shall always remain the exclusive ownership of the Developer / Promoter. The Purchaser(s) shall only have right to issue of Car parking pass for parking of 02 (Two) cars in the system.

3.3.7 It is expressly agreed by the Purchaser(s) that if there is any balance car parking space, Developer / Promoter shall be entitle to collect Car Parking Charges from all the visitors of the site, Parking Charges in respect of Robotic/Automated Car Parking System and appropriate the same for their own use and benefit.

3.4 In consideration of the Developer / Promoter, having agreed to sell and the Unit Purchaser(s) having agreed to purchase the said Unit, the Unit Purchaser(s) shall pay to the Developer / Promoter an aggregate sum of **Rs. 2,72,07,600/- (Rupees Two Crore Seventy Two Lakhs Seven Thousand Six Hundred Only)** being the total consideration (hereinafter "The Purchase Consideration") which is aggregate of the consideration for the said Unit calculated only on the basis of the Carpet Area of the said Unit. The Purchase Consideration shall be payable by the Purchaser(s) to the Developer / Promoter in the following manner, time being the essence of the contract:

3.5 The Purchaser(s) has paid to the Developer a sum as follows (the receipt whereof the Developer / Promoter hereby admit and acknowledge):

Sr. No.	Amount	Cheque No.	Cheque date	Bank Name	Bank Branch
1	Rs. 1,00,00,000/- (earnest money)	600077	09.02.2013	Union Bank of India	Bhat Bazar
2	Rs. 50,00,000/-	789593	09.02.2013	Standard Chartered	Fort
3	Rs. 81,26,460/-	000055	21.02.2013	Standard Chartered	Fort
4	Rs. 8,16,228/-	000057	21.03.2013	Standard Chartered	Fort
5	Rs. 8,16,228/-	000058	21.04.2013	Standard Chartered	Fort
6	Rs. 8,16,228/-	000059	21.05.2013	Standard Chartered	Fort
7	Rs. 8,16,228/-	000060	21.06.2013	Standard Chartered	Fort
8	Rs. 8,16,228/-	000061	21.07.2013	Standard Chartered	Fort
9	Rs. 3,66,040/-	000062	21.07.2013	Standard Chartered	Fort


DEVELOPER


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building for parking purpose. The Permission granted for the Car Parking Area(s) shall be attached to the rights of the said Unit and can't be separately transferred.

3.3.1 The said Car Parking Pass attached to the said unit and the car number mentioned thereon can be changed as and when desired by the Purchaser(s). In the event of loss or damage of the Parking Pass, on the application made by the Purchaser(s) and Car Parking Pass Holder(s) the Developer / Promoters shall issue a new Parking Pass subject to compliances as may laid down by the Developer / Promoters in that behalf. However every change of car number or issue of New Parking Pass due to loss or damage shall be charged at the prescribed rates by the Developer / Promoter. The said Car Parking Pass are transferrable along with the said unit.

3.3.2 The Purchaser is aware that Robotic/Automated Car Parking System is purchased by the Developer / Promoter from reputed Vendor. However, any mechanical system requires shutdown for normal wear and tear maintenance and is also susceptible to malfunctioning on occasions. The Purchaser waives any and all claims, liabilities against Developer / Promoter or their successors in case he/she/it /they experience any delay or shut down of whatsoever period due to non-functioning of system or electricity etc., at times. However the Purchaser(s) and Car Parking Pass Holder(s) shall not refuse to pay the maintenance for the period of such non-functioning of system.

3.3.3 The Purchaser(s) and Car Parking Pass Holder(s) is/are aware that their Vehicles parked in Robotic/Automated Car Parking System at any time at the Purchase(s) and Car Parking Pass Holder(s) sole risk in all respects. Developer / Promoter offers no warranty or indemnity as to the protection or safety of vehicles left in the Robotic / Automated Car Parking System or any goods left within the vehicles and the Purchaser(s) and Car Parking Pass Holder(s) shall take their own policies of insurance in order to make any claim if such loss or damage occurs while the vehicle is parked in the Robotic / Automated Car Parking System.

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The Purchaser(s) and Car Parking Pass Holder(s) are further aware that this is not an arrangement for custody of Vehicle by the Developer / Promoter. The parking arrangement does not include any security or any liability on the part of Developer/Promoter, related to any damage to the Vehicle and/or anything inside it or on it.

The Purchaser(s) and Car Parking Pass Holder(s) or the driver driving the must follow instructions from parking staff concerning moving the Vehicle in or out from parking area, so that the traffic flow in



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DEVELOPER

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UNIT PURCHASER

3.11 The Unit Purchaser(s) agree(s) that payment of the amounts by the Purchaser(s) to the Developer / Promoter under this agreement are required to be paid on respective due date, the time being essence of contract and any default by the Unit Purchaser(s) in this regard shall entitle the Developer / Promoter to enforce default remedies as set out hereunder.

3.12 The Unit Purchaser(s) understands that the amounts paid or becoming payable to the Developer / Promoter by the Unit Purchaser(s) under this Agreement shall be refundable only in terms of this Agreement and shall not in any event carry interest as expressly provided under this agreement. Unless so mandated by law, the Developer / Promoter shall not be liable to render any account to the Purchaser(s).

3.13 The Unit Purchaser(s) authorizes the Developer / Promoter to adjust/appropriate all payments made by the Unit Purchaser(s) under any head(s) and in any order as the Developer/promoter may deem fit and proper of dues against any outstanding of the Unit Purchaser(s)' under this Agreement.

3.14 Default by the Unit Purchaser(s) in payment of maintenance charges / outgoing and taxes shall be default under this Agreement and entail the Developer / Promoter to enforce default remedies as provided herein or seek the remedies under MOFA.

3.15 Deposits and other charges

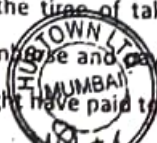
Notwithstanding what is provided in Clause No. 3.4 above the Purchaser (s) shall, on or before delivery of possession of the said Unit, pay to the Developer / Promoter the following amounts by way of charges or deposits:

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| a) | Rs. 600/- | For share application entrance fee of the society or the Company that may be incorporated as provided herein; |
| b) | Rs. 50,000/- | Towards costs for formation and of the Society / Limited Company; |
| c) | Rs. 2,65,440/- | Being Deposits towards proportionate Shares of common area outgoings; |
| d) | Rs. 50,000/- | Towards deposits & installation of electric meter, Station and water meter charges and |

Amounting to an aggregate sum of Rs. 3,66,040 /- (Rupees Three Lakhs Sixty Six Thousand Forty Only).

3.15.2 Payment of Deposits and Charges for Supply of Electric Energy:

At the time of taking possession of the said Unit, the Unit Purchaser(s) shall reimburse and pay to the Developer / Promoter such amount as it in their might have paid to the Electricity / Power Supply Company as deposit for

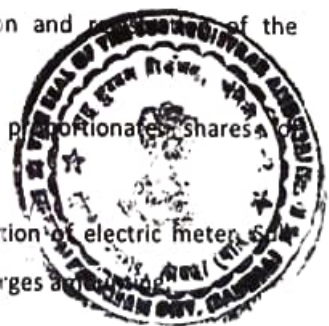


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 UNIT PURCHASER

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meters to be fitted for the said Unit. The Unit Purchaser(s) shall be liable to pay electrical bills raised by Power Supply Company from the date of receipt of intimation from the Developer / Promoter that the said Unit is ready for furnishing work or for occupation by the Unit Purchaser (s).

3.15.3 Legal Costs and Charges

The Developer / Promoter shall utilize the sum of Rs. 5,000/- paid by the Unit Purchaser (s) to the Developer / Promoter towards formation and registration of Common Organization and for meeting all legal costs, charges and expenses including professional costs of the Advocates of the Developer / Promoter in connection with preparation of lease. The Developer / Promoter shall not be required to give details of these expenses.

3.16 Purchase of Unit by a Non - Resident:

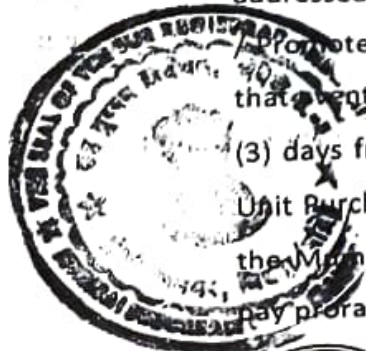
The Non-Resident Purchaser(s) agree/s that in respect of all remittance for acquisition / transfer of the Unit and any refund, transfer to security etc. shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. It shall be the sole responsibility of non-resident / foreign national of Indian origin / foreign national / foreign companies to abide by the same. The Developer / Promoter accepts no responsibility in this regard.

4. PAYMENTS OTHER THAN CONSIDERATION TO BE MADE BY THE UNIT PURCHASER(S):

4.1 Payment of Taxes:

- (i) The Unit Purchaser(s) shall pay his/her/their share of property tax to the Mumbai Municipal Corporation as assessed from time to time. If any special taxes and/or rates are demanded by the Mumbai Municipal Corporation or any other authority by reason of any permitted use other than commercial/car parking or any other user of the said Unit, the Unit Purchaser(s) alone shall bear and pay such special taxes and rates. Provided further in the event any bill is addressed and / or sent by the Mumbai Municipal Corporation to the Developer / Promoter after the date from Unit Purchaser(s) is/are required to pay, then the Unit Purchaser(s) shall pay the same to Developer / Promoter within three (3) days from the date of intimation given by the Developer / Promoter to the Unit Purchaser(s), so as to enable the Developer / Promoter to pay the same to the Mumbai Municipal Corporation. The Unit Purchaser(s) shall also bear and pay their share in the Non Agricultural tax, charges or levies, levied in respect

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- (ii) The Unit Purchaser(s) shall also bear and pay any taxes, levies, cesses, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, varied and payable in respect of the said Unit or howsoever arising from the transaction contemplated herein to any Statutory Authorities. Any and all taxes, save and except the tax on Income of the Developer / Promoter, that is service tax, value added tax (VAT) or stamp duty or any tax, levy or imposts etc. arising from sale or transfer of said Unit to the Unit Purchaser(s) or the transaction contemplated herein shall be borne and paid by the Unit Purchaser(s) or reimbursed by the Unit Purchaser(s) within three (3) days of demand raised by the Developer / Promoter.

4.2 Contribution / Maintenance charges / Outgoings:

The Purchaser(s) shall, from the date on which possession of his/her /their Unit is offered by the Developers / Promoters irrespective of the Purchaser(s) taking possession or not, till the formation of the common organization shall pay to the Developers / Promoters, his/her/their monthly provisional proportionate share of outgoings and other expenses due in respect of the his/her/their said Unit, and the charges for maintenance of common facilities and common areas irrespective of the said common facilities are used or not by the Purchaser regularly on or before the 5th day of each and every calendar month (the Maintenance Charges) on account of the following, inter alia viz.:-

- 4.2.1 Maintenance, repairs to the said building, the compound, the compound walls, common areas, water pumps, Robotic / Automated Car Parking System and electrical fittings, drainage, and plumbing installations and fittings, etc.
- 4.2.2 Cost of keeping the said Solaris Plot clean and lighted;
- 4.2.3 Decorating and/or painting the exterior of the said Building, passages and staircases after date of possession.
- 4.2.4 Taxes, imposts, cesses, levies, charges etc levied by Mumbai Municipal Corporation or by any statutory authorities, premia in respect of maintenance of the said Building Land revenue, Non Agriculture Tax, assessments, etc.
- 4.2.5 Electricity Charges for the electricity used for common areas and facilities of the building including electricity used for Robotic/ Automated Car Parking System and the Solaris Plot
- 4.2.6 Salaries and wages of persons employed for watching and/or guarding the said Solaris Plot, operating water-pumps, maintaining records, etc. and
- 4.2.7 Water & Sewerage charges and taxes etc.
- 4.2.8 Sinking & Other funds as may be determined by the Developer/Promoter or the Common Organisation that may be formed.
- 4.2.9. Rent & cost of water meter or electric meters.
- 4.2.10 Cost of water supplied by water tankers.
- 4.2.11 Maintenance of common garden, if provided.

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the said Unit is being sold to the Unit Purchaser(s) herein. The FSI, FAR, DR and TDR which are now available and/or which may be available or granted and or sanctioned at any time hereafter in respect thereof, on any account or due to any reason whatsoever, including on account of handing over to the government or local body or authority, any part/s thereof affected by set back and or amenity space requirements and or regulations and or affected by any reservation, acquisition and or requisition and or due to any change in law, rules or regulations, shall absolutely and exclusively belong to and be available to the Developer / Promoter. The Unit Purchaser(s) herein and Common Organization shall not have or claim any rights, benefits or interest whatsoever in respect thereof;

12.3 Purchaser (s) of Further Construction to be Admitted as Members

If at any time further construction is carried on, as herein before provided, by the Developer / Promoter, then the Developer / Promoter shall be entitled to sell units in such further construction on ownership basis / lease and license to others for their own benefit and shall be entitled to the price and consideration received from such buyers for their own use and benefit. The Unit Purchaser(s) and or Common Organization will not have any share, right, title, interest or claim therein. The Common Organization shall admit the Unit Purchaser(s) of such new and / or additional construction as a member in the Common Organization, without charging any fees, transfer fees or consideration except normal admission fee and share money amounting to Rs. 450/- to acquire shares of / of such society.


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12.4 Developer / Promoter's Rights regarding unsold units

As and when the Common Organization is formed in terms of the applicable laws and if by then all the units envisaged to constructed under the Scheme are not sold by the Developer / Promoter, then the Developer / Promoter shall hold such unsold units in its name not as member/s of the Common Organization but as the absolute owners thereof and it shall not be subject to be governed by the bye/laws, rules or regulations including the tenancy license regulations of the Common Organization and the Developer / Promoter shall have Unqualified and unrestricted rights and authority to sell and dispose of or rent or license such unsold units to any person of the Developer / Promoter and the Common Organization and/or its members being the purchaser(s) of the units in the said Building, shall not object to any such sale or disposal or rent or license by the Developer / Promoter; nor shall it or they refuse to enroll the purchaser(s) of such unsold unit/s from the Developer / Promoter, as members thereof. Any units remaining unsold on the date of execution of lease of the said Solaris Plot in favour of the Common Organization then the Developer / Promoter shall be at




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liberty and be entitled to allow such unit to be used by any person of its choice on leave and license basis and/or on rental basis or under the "Time Share Scheme or Service Apartments Scheme" pending disposal thereof on ownership basis without obtaining the approval, sanction or consent of the Unit Purchaser(s) or Common Organization. The Unit Purchaser(s) shall not be entitled to object to the same for the period of such use and occupation of such unsold units by the Developer / Promoter through such persons. The Developer / Promoter shall pay to the Common Organization only the actual outgoings and sinking fund contribution due in respect thereof and shall not be liable to contribute any amount towards any account including non-occupancy charges for any other fund provided for under the bye-laws, rules and regulations and resolutions of the Common Organization.

12.5 Alterations of Unsold Units

The Developer / Promoter shall have right, without any approval of any Unit purchaser(s) in the said Building to make any alterations, additions, improvements or repairs, whether structural or non-structural, interior or exterior, ordinary or extraordinary in relation to any unsold unit within the said Building and the Unit Purchaser(s) agrees not to raise objections or make any claims on this account.

12.6 Change and Variances in Layout etc.

The approved layout shown to the Unit Purchaser(s) at the time of signing of this Agreement is subject to change / variation / modification by Developer / Promoter. The Unit Purchaser(s) accepts that the layout shown to him/her at the time of signing of this Agreement is only provisional and can be changed, modified, varied by the Developer / Promoter from time to time in absolute discretion of the Developer / Promoter for any reasons whatsoever including the reason of market conditions, market demand and / or requirements of Development Control Regulations. It is agreed by the Purchaser(s) that the Developer / Promoter shall be entitled to carry out any change / modification and / or variation in the approved layout in any other manner as may be required by the Developer / Promoter for consumption of full FSI available from time to time.

12.7 Sell, Transfer or Assign

The Developer / Promoter may sell, transfer or assign all its rights, title and interest in the said Solaris Plot (subject to the rights and interests created in favour of the Unit Purchaser(s) including in respect of the unsold units of the said Plot) without in any manner affecting the Unit Purchaser(s) rights.

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12.8 Use of the Terraces

The Unit Purchaser(s) is/are aware that even though the terraces of the said building under the Municipal Regulations and the Development Control Regulations are common facility, the Developer / Promoter shall be entitled to grant exclusive right of access and maintenance of the terrace exclusively attached to any such Unit to the purchaser(s) of such units as per the sanctioned plans. The Unit Purchaser(s) hereby accepts the right of the Developer / Promoter to grant exclusive right of access and maintenance of the terraces attached to the Unit(s) to the purchaser(s) thereof.

12.9 Putting up Advertisement/Hoarding

- (i) The Developer / Promoter hereby reserves its right to give for the purpose of advertisement or by putting up hoardings or neon light hoardings etc. on any open spaces in the said Solaris Plot including on the terrace and compound walls as the Developer / Promoter may deem fit. The said right shall continue to subsist even after the execution of appropriate deed/s of lease in favour of the Common Organization.
- (ii) If the Developer / Promoter puts up hoarding, etc. on the said Solaris Plot and consequent to such action, if any municipal rates, taxes, cesses, assessments are imposed on the said Solaris Plot due to such advertisements or hoardings put up on the open spaces or terraces or any other portion or compound walls of the said Solaris Plot, the same shall be borne and paid wholly by the Developer / Promoter.
- (iii) The Developer / Promoter shall be exclusively entitled to the income and profits that may be derived by the display of such advertisement, hoardings hereafter. The Developer / Promoter shall be entitled to transfer or assign such right to any person or persons whom it may deem fit and the Unit Purchaser(s) or the Common Organization) of the Unit Purchaser(s) of Unit, as the case may be shall not raise any objection thereto.
- (iv) The Unit Purchaser(s) will not object to aforementioned Developer / Promoter for any reason whatsoever and shall allow the Developer / Promoter, its agents, servants, etc. to enter into the said Solaris Plot, the terrace and any other open spaces in the said Solaris Plot for the purpose of putting up and/or preserving and/or maintaining and/or removing the advertisements and/or hoardings.

12.10 Telecommunication Equipments

The Developer / Promoter hereby reserve the right to allow telecommunication companies to use the terrace in such manner, as it may deem fit and proper including installation of their machinery, etc. The said right shall continue to subsist after execution of appropriate deed/s of lease of the said Solaris Plot of the said building to the Common Organization as the case may be.



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Municipal rates, taxes, cesses, assessments are imposed on the said Solaris Plot due to such installations of machinery by telecommunication companies put on the open spaces or terraces or any other portion of the said Solaris Plot, the same shall be borne and paid wholly by the Developer / Promoter. The Developer / Promoter shall be exclusively entitled to the income and profits that may be derived by way of consideration, rent / compensation or in any other form received from telecommunication companies or from any one on account of installation of any machinery as aforesaid at time hereafter. The Unit Purchaser(s) will not object to the same for any reason whatsoever and shall allow the Developer / Promoter, its agents, servants, etc. to enter into the said Solaris Plot, the terrace and any other open spaces in the said Solaris Plot for the purpose of putting and/or preserving and/or maintaining and/or removing the machinery, installations, the advertisement hoardings etc. The Developer / Promoter shall be entitled to transfer or assign such right to any person or persons whom it may deem fit and the Unit Purchaser(s) and/or the Common Organization shall not raise any objection thereto.

12.11 Developer / Promoter's Right to Raise Finance

(i) The Unit Purchaser(s) hereby authorizes and permits the Developer / Promoter to raise finance/ loan from any financial institution/ bank by way of mortgage/charge/ securitization of receivables or in any other mode or manner by charge/ mortgage of the said building and/or the said Solaris Plot subject to the condition that the said Unit shall be free from all encumbrances at the time of execution of these presents or the Developer / Promoter will deposit all sale proceeds thereof with the Mortgagees towards repayment of the loan amount. The financial institution/bank shall always have the first lien/charge on the said Unit for all the dues and other sums payable by the Unit Purchaser(s) in respect of the said unit, towards repayment of any such loan granted to the Developer / Promoter for the purpose of construction of the said building. The Unit Purchaser(s) hereby expressly consents to the Developer / Promoter creating a mortgage over the said Solaris Plot and the said Building in favour of any bank or financial institutions. This consent shall be deemed to have been given under the provisions of Section 9 of the Maharashtra Ownership of Flats Act. This consent is given on the express understanding that the Developer / Promoter shall redeem the said mortgage, at its own expenses, before the said Solaris Plot and the said building are transferred to the Common Organization.

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12.12 Right to Enter for Repairs

In addition to the Developer / Promoter's rights of unrestricted usage of all Common Areas and facilities and parking space for providing necessary maintenance services, the Unit Purchaser(s) agrees to permit the Developer / Promoter to enter the said building for repairs.



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Promoter or their employee/s agents to enter into the said Unit or any part thereof, after due notice in writing and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect in the said Unit or the defects in unit above or below or adjacent to the said Unit. Any refusal of the Unit Purchaser(s) to give such right to entry will be deemed to be a violation of this Agreement and the Developer / Promoter shall be entitled to take such actions as it may deem fit.

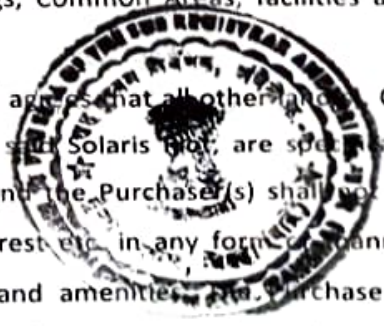
12.13 Right to Introduce Security or Safety Measures

As and when the circumstances may require or the Developer / Promoter may deem fit the Developer / Promoter may introduce safety and security measure for protection of said building, their occupants and their properties. These safety measures may be introduced by the Common Organization, as and when formed.

12.14 Other Rights of the Developer / Promoter

- (i) It is specifically clarified to the Purchaser(s) that this Agreement is specific and confined to the said Unit agreed to be purchased by the Purchaser(s) herein. The said building and all land(s) beneath the said building, and all other area within the said Solaris Pkt are clearly outside the scope of this Agreement and the Purchaser(s) shall have no ownership rights, no rights of use, no title or no interest of any kind or manner whatsoever over the same or any part thereof.
- (ii) The Purchaser(s) confirms and represents that the Developer / Promoter has not indicated/ promised / represented/ given any impression of any kind in an explicit or implicit manner whatsoever to the effect that the Purchaser(s) shall have any right, title or interest of any kind whatsoever in any lands, buildings, Common Areas, facilities and amenities falling outside the periphery/ boundary of the said Solaris Plot nor he/she/it/they had made any payment to the Developer / Promoter for such lands, buildings, Common Areas, facilities and amenities falling outside the said Solaris Plot.
- (iii) Save and except the said Unit, the Purchaser(s) agrees that all other lands, Car Parking Areas, facilities and amenities on the said Solaris Plot, are specially excluded from the scope of this Agreement and the Purchaser(s) shall not be entitled to any ownership rights, title or interest etc. in any form or manner whatsoever in such land(s), areas, facilities and amenities. The Purchaser(s) agrees and understands that the right of development of such lands, areas, facilities and amenities and rights to deal with the same vests solely with the Developer / Promoter its associate companies / its subsidiary companies and their usage and manner/method in this Agreement or use, disposal etc. independently shall be at the sole discretion of the Developer / Promoter its

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UNIT PURCHASER'S FINANCING CONTINGENCY

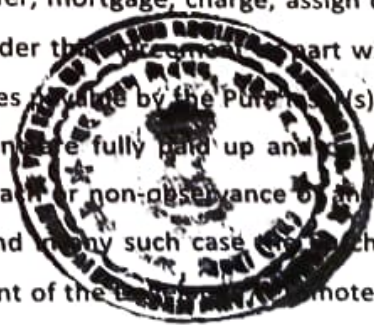
The Unit Purchaser(s) may obtain finance from any financial institution/ bank or any other source but the Unit Purchaser(s)'s obligation to purchase the said Unit pursuant to this Agreement shall not be contingent on the Unit Purchaser(s)' ability or competency to obtain such financing and the Unit Purchaser(s) will remain bound under this Agreement whether or not he/she/they/it has been able to obtain finance for the purchase of the said Unit or any reason whatsoever. The Unit Purchaser (s) hereby agrees that he/she/it/they shall not be absolved from his/her/its liabilities and obligations under this Agreement in case bank /financial institute doesn't sanction loan or delays in sanctioning loan or delay in disbursements for any reasons whatsoever.

14. ASSIGNMENT

14.1 This Agreement or any interest of Purchaser(s) in this Agreement shall not be assigned by the Purchaser(s) without prior written consent of the Developer/Promoter which consent may be given or denied by the Developer/Promoter at its sole discretion and subject to applicable laws and notifications or any government directions as may be in force, permit the Purchaser(s) to assign, transfer, nominate or convey the said Unit subject to the payment of transfer charges as may be decided by the Developer/Promoter at the time of such transfer and further shall be subject to the terms, conditions and charges as the Developer / Promoter may impose. The Purchaser(s) shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such assignments and the Developer / Promoter shall have no direct or indirect involvement in any manner whatsoever. Any purported assignment by the Purchaser(s) in violation of this Agreement shall be a default on the part of Purchaser(s) entitling the Developer / Promoter to cancel this Agreement and to avail of remedies as set forth in these presents.

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14.2 The Purchaser(s) shall not let, sub-let, transfer, mortgage, charge, assign or part with the Purchaser(s) interest or benefit under the Agreement in part with the possession of the said Unit unless all the dues payable by the Purchaser(s) to the Developer / Promoter under this Agreement are fully paid up and only if the Purchaser(s) has not been guilty of any breach or non-observance of any of the terms and conditions of this Agreement and in any such case the Purchaser(s) shall have obtained the prior written consent of the Developer / Promoter of his intention to do so.



14.3 The covenants and agreements by the Unit Purchaser(s) contained hereinabove shall be binding on all transferee/s of the Unit.

14.4 The Developer / Promoter may at any time assign or transfer in whole or in part the rights and obligations in respect of the Solaris Plot and/or the Building,

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along with other charges and dues in accordance with the said schedule of payments or as per the demands raised by the Developer / Promoter from time to time or any failure on the part of the Unit Purchaser (s) to abide by all or any of the terms or conditions of this Agreement.


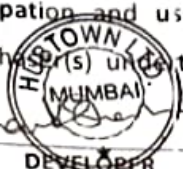
18.2 The Unit Purchaser(s) agree that in case the Developer / Promoter is unable to deliver the said Unit for his occupation and use due to:

- a. Any legislation, order or rule or regulation made or issued by the Government or any other authority which would affect the development or;
- b. If any competent authority (ies) refuses, delays, withholds, denies the grant of necessary approvals for the apartment/building or;
- c. If any matters, issued relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit/writ before a competent court or;
- d. Due to force majeure conditions, then the Developer / Promoter may cancel this Agreement in which case the Developer / Promoter, shall only be liable to return the amounts received from the Unit Purchaser(s) with 9% simple interest thereon.

19.1 PROCEDURE FOR TAKING POSSESSION

19.1. The Developer / Promoter upon obtaining certificate for occupation from the competent authority(ies) shall offer in writing to the Purchaser(s) to take over, occupy and use the said Unit in terms of this Agreement within (7) seven days from the date of issue of such notice and the Developer/Promoter shall handover the said Unit to the Purchaser(s) for his/her /their occupation and use subject to the Purchaser(s) having complied with all the terms and conditions of this Agreement and is not in default under any of the provisions of this Agreement and has complied with all provisions, formalities, documentation etc. as may be prescribed by the Developer / Promoter in this regard.

19.2 The Developer / Promoter may agree to permit, subject to the Purchaser(s) having fulfilled all his/her/its/their obligations under this Agreement, and has paid full consideration amount, entry to the Purchaser(s) to the said Unit for carrying out interior works if such entry is desired by the Purchaser(s) prior to the Possession Date upon execution of a suitable indemnity bond as required by the Developer / Promoter. However, such permission shall not be construed as or in no way entitle the Purchaser (s) to have any right, interest or title of any nature whatsoever in respect of the said Unit. During this period the Purchaser(s) undertakes to ensure that its interior work would supplement efforts of the Developer / Promoter to obtain necessary approvals for the occupation and use of the said Unit from the concerned authorities. The Purchaser(s) undertakes not to cause any damage to the said Building while

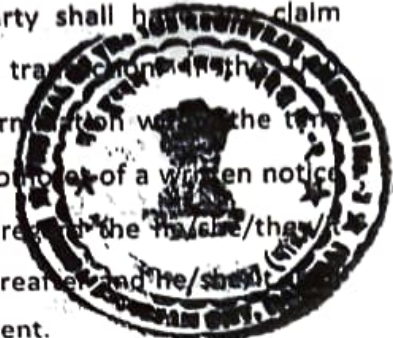


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Parties, the Unit Purchaser(s) may, by a notice in writing, terminate this Agreement within 90 days from such date and in such event, the Developer / Promoter shall within 120 (one hundred and twenty) days of such notice, refund to the Unit Purchaser(s) the earnest money and all other amounts received from him/her/them. In case of Developer / Promoter is unable to pay such money within 120 (one hundred and twenty) days from the date of receipt of the said notice, Developer / Promoter shall pay such money to the Unit Purchaser(s) together with interest thereon at 9% per annum from the date of receipt of the notice in writing terminating Agreement till payment. The Developer / Promoter shall be entitled to sell and dispose of the said Unit to any other person/s of their choice, after receipt of such notice of terminating the Agreement, irrespective of whether the amount due to the Unit Purchaser(s) has been returned back or not. On sending notice terminating this Agreement to the Developer / Promoter, the Purchaser (s) shall not have any claim whatsoever against the said Unit, and on repayment of the amount as aforesaid, neither party shall have any claim whatsoever against the other in respect of this transaction. If the Unit Purchaser(s) fails to exercise his/her/their right of termination within the time limit as aforesaid, by delivery to the Developer / Promoter of a written notice acknowledged by the Developer / Promoter in this regard, the Purchaser(s) shall not be entitled to terminate this Agreement thereafter and he/she/they shall continue to be bound by the provisions of this Agreement.



19.5 Delay due to reasons beyond the control of the Developer / Promoter:

19.5.1 Subject to provision pertaining to Force Majeure contained in this Agreement, if 8/ the completion of the said Building is delayed by any reason beyond the control of the Developer / Promoter agrees that the Developer / Promoter shall be entitled to the extension of time for delivery of possession of the said Unit. The Developer / Promoter as a result of such contingency arising reserves the right to alter or vary the terms and conditions of this Agreement or if the circumstances beyond the control of the Developer / Promoter so warrant, the Developer / Promoter may suspend the Scheme for such period as it may consider expedient and the Unit Purchaser(s) agrees not to claim compensation of any nature whatsoever (including the compensation stipulated) elsewhere in this Agreement, during the period of suspension of the Scheme.

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19.5.2 The Unit Purchaser(s) confirm that he/she/they/it has/have authorized the Developer / Promoter to treat this Agreement as cancelled in consequence of the Developer / Promoter abandoning the Project. The Unit Purchaser(s) confirms that he/she/they/it has/have given irrevocable authority to the Developer / Promoter that upon such cancellation/ abandonment and subject to Unit Purchaser(s) not being in default under this Agreement to refund by



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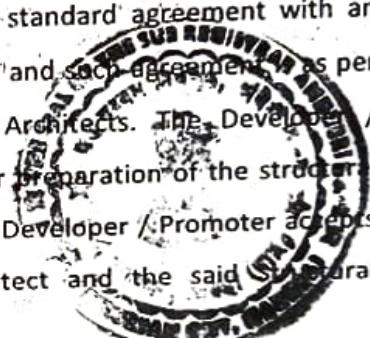
may render void or voidable insurance of any unit or any part of the said Building or cause increased premium to be payable in respect thereof for which the Unit Purchaser(s) shall be solely responsible and liable.

23. DEVELOPER / PROMOTER TO COMPLY WITH STIPULATIONS OF LOCAL AUTHORITY

The Developer / Promoter hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority or under any law, notification, rules issued by any competent authority, at the time of sanctioning the plans and shall before handing over possession of the said Unit to the Unit Purchaser(s) and shall obtain occupation certificate of the said Building / part thereof from the concerned local authority.

24. AGREEMENT WITH ARCHITECT

The Developer / Promoter have entered into a standard agreement with an architect registered with the Council of Architects and such agreement as per the agreement prescribed by the Council of Architects. The Developer / Promoter has appointed a structural Engineer for preparation of the structural design and drawings of the said Building and the Developer / Promoter accepts the professional supervision of the said Architect and the said structural Engineer till the completion of the said Building.



25. USER OF UNIT

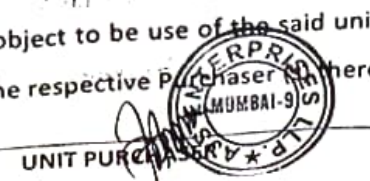
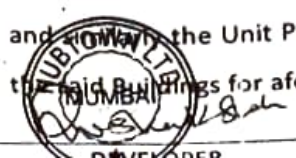
25.1 The Unit shall be used only and strictly for the purpose of commercial only and car parking space shall be utilized for parking of personal owned car of the Unit Purchaser(s) or his/her family member only.

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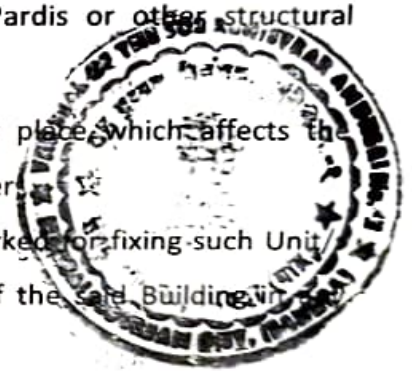
25.2 The Unit Purchaser shall not be entitled to change the user of the said Unit unless prior written consent/permission from the Developer / Promoter is obtained. The Developer / Promoter shall be entitled to refuse to grant permission to change the user or may grant subject to such terms and conditions as the Developer / Promoter may deem fit and proper. The Developer / Promoter will not be bound to give reasons for the same.

26. RULES ON USE OF UNITS BY NON RESIDENTIAL USER

It is hereby expressly agreed that the Developer / Promoter shall always be entitled to sell all the units in the said Building being constructed on the said Solaris Plot for the purpose of any non residential user as may be permitted under DC regulation or by the concerned authorities, and the Purchaser(s) thereof shall be entitled to the use of the units purchased by them accordingly and the Unit Purchaser(s) shall not object to be use of the said units in the said Building for aforesaid proposes by the respective Purchaser(s) thereof.



- f) Not to cause any nuisance or annoyance to the neighbours;
- g) Not to throw any dirt, rubbish or other refuse or permit the same to be thrown in the passage or in the compound or any portion of the said building;
- h) Not to do or suffer to be done anything in or about to the said Building or the said Unit or in the staircase and/or fire escape passage and/or the common passages which may be against the rules or regulations and bye-laws of the Mumbai Municipal Corporation, and/or any other concerned authority ;
- i) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said building or any part thereof or cause any increase in premium to be paid in respect thereof ;
- j) Not to demolish or cause to be demolished the said Unit or any part thereof or make or cause to be made any change, addition or alteration whatsoever in or to the said Unit or any part thereof nor any alteration in the elevation and outside colour scheme of the said Building and shall not chisel or in any other manner damage to columns, beams, walls, slabs or RCC, Pardis or other structural alteration in the said Unit or any part thereof;
- k) Not to fix grills from outside of window or at any place which affects the elevation of the said Building in any manner whatsoever.
- l) Not to fix air conditioners at place other than earmarked for fixing such Unit for at any other place which affects the elevation of the said Building in any manner whatsoever.
- m) Not to shift /change place of kitchen and toilets which affects drainage system of the said building in any manner whatsoever.
- n) Not to demolish or cause to be demolished the said Unit or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said Unit or any part thereof, and shall keep the relevant portion in good tenantable repair and condition, and in particular, so as to support, shelter and protect the other parts of the said Building, shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC, Pardis or other structural parts of the said Unit of the said Building.
- o) Not to refuse or neglect to carry out any work directed to be executed in the said Building or in the said Unit after he/she/they/it had taken possession thereof, by a competent authority, or require or hold the Developer / Promoter liable for execution of such works ;
- p) Not to encroach upon or make use of any portion of the said Building or open space of the compound not agreed to be acquired by the Purchasers or otherwise forming part of the said Unit ;
- q) Not to stock or keep any material, object or any other item in the open space of compound or park any vehicle in the compound, except in the parking lot;



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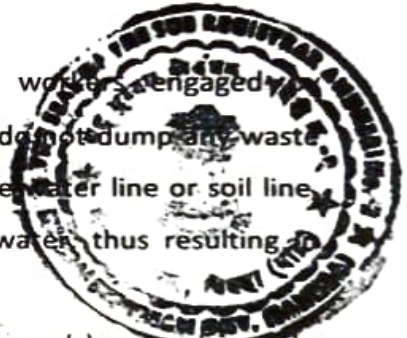
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will be harmful to the said building or to the owners of other units, then Developer / Promoter will have the right to stop such interior works.

- (d) The Purchaser(s) shall ensure that no portion of his/her/their/its floor area is subjected to a superimposed load in excess of its designed load and nothing is done in the said Unit whereby any floor below or above develops cracks or leaks, since the floor area load has been structurally designed as per BIS to take only a specified load.
- (e) Purchaser (s) will ensure that pursuant to the said interior works, the debris will be dumped in an area earmarked by Developer / Promoter or their Contractor for the same and the same will be cleared by the Purchaser(s), on a daily basis and this should at no cost cause any nuisance or annoyance to the other owners of units. All cost and consequences in this regard will be to the account of Purchaser(s).
- (f) Developer / Promoter shall not be responsible for any leakage, breakage or any additions or alterations or any repairs by Purchaser alter having (s) after obtaining possession of said Unit by Purchaser(s).
- (g) Purchaser(s) will ensure that the contractors and workers engaged by the Purchaser(s) during execution of the said internal work do not dump any waste material of whatsoever nature either in the toilet, waste water line or soil line which may block the free flow of down take waste water thus resulting in perennial choking and leakage.
- (h) Purchaser(s) must ensure that contractors of the Purchaser(s) or workmen do not use or spoil the toilets inside the said Unit or is the said Building and that they must use only the toilet earmarked by Developer / Promoter.
- (i) All materials brought to the said Unit/site for carrying out such interior works will be at the sole cost, safety, security and consequence of the Purchaser(s) and that Developer / Promoter will not be held responsible for the same.
- (j) If during carrying out of such interior works any workmen sustain injury of whatsoever nature, the same will be properly taken care, attended to and treated by the Purchaser(s) by providing at his own cost, including proper medical care and attention and that Developer / Promoter will not be held responsible for the same. All liabilities and damages arising out of such injury will be borne and paid by the Purchaser (s) alone.
- (k) If during carrying out of such interior works, if any of Purchaser (s) 's workmen misbehave or is found to be in a drunken state then the said workmen will be removed from the site forthwith and will not be allowed to re-enter the site again.
- (l) The Purchaser(s) must extend full co-operation to Developer / Promoter and ensure good governance of such works.



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rectification or restoration and the Purchaser(s) shall be liable to reimburse the Developer / Promoter for all costs, charges and expenses incurred by the Developer / Promoter in this behalf. Without prejudice to the aforesaid, if the Purchaser(s) does not rectify the breach within a period of 30 (thirty) days from the date of notice to the Purchaser(s) or fails to reimburse the Developer / Promoter forthwith on demand for all costs, charges and expenses incurred by the Developer / Promoter, then in such event the Developer / Promoter shall be entitled to terminate this Agreement and Developer / Promoter shall be entitled as mutually agreed liquidated damages, the 25% of the Purchase Consideration and the Developer / Promoter shall refund to the Purchaser(s) the balance amount which may till then have been paid by the Purchaser(s) to the Developer / Promoter, but the Developer / Promoter shall not be liable to pay to the Purchaser(s) any interest on the amount so refunded, provided that the Developer / Promoter may deduct from any such refundable amount any loss caused to the Developer / Promoter or the cost, charges and expenses incurred by the Developer / Promoter to rectify the damage to the said Unit or the said Building. Upon termination of the Agreement and the Developer / Promoter to the Purchaser(s), the Developer / Promoter shall be at liberty to sell and dispose of the said Unit to such third party and at such price as the Developer / Promoter may in its absolute discretion think fit and the Purchaser(s) shall have no claim on the said Unit or the Developer / Promoter or the price so obtained or otherwise howsoever. Upon refund of the aforesaid balance amount after deducting mutually agreed liquidated damages, the Purchaser(s) shall not have any money claim on the Developer / Promoter. Provided further it is clarified that in the event of default by the Purchaser(s) as set out in the foregoing paragraph, the Developer / Promoter shall be entitled to all the default remedies as set out in clause (6) above. Accordingly, the Purchaser(s) hereby appoints and nominates Developer / Promoter as their lawful attorney, to exercise through its any of employee, power to execute and admit the cancellation agreement in respect of the said Unit.

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29.3 Notwithstanding anything herein contained the Developer / Promoter shall not be liable for any defect or damage caused to the said Unit or the said Building to rectify any such defect caused as a result of negligence, improper maintenance, improper operation, any change, repair or alteration carried out by the Purchaser(s). The liability of the Developer / Promoter hereunder shall forthwith cease in the event that the Purchaser (s) makes any such change or carries out any repairs or alterations to the said Unit or the said Building without the written consent of the Developer / Promoter.



35. RIGHT TO JOIN AS AFFECTED PARTY

The Unit Purchaser(s) agrees that the Developer / Promoter shall have right to join as an affected party in any suit/complaint filed before any appropriate court/ Forum by or against the Unit Purchaser(s), if the Developer / Promoter's rights under this Agreement are likely to be affected / prejudiced in any manner by the decision of the court on such suit/complaint. The Unit Purchaser(s) agrees to keep the Developer / Promoter fully informed at all times in this regard.

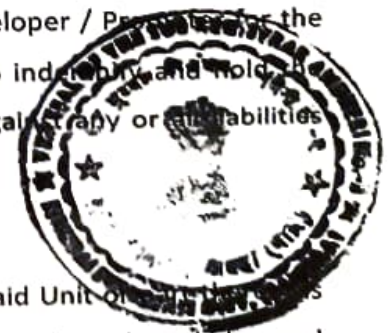
36. INDEMNIFICATION

The Unit Purchaser(s) hereby covenants with the Developer / Promoter to pay from time to time and at all times the amounts which the Unit Purchaser(s) is/are liable to pay under this Agreement and to observe and perform all the covenants and conditions in this Agreement and to keep the Developer / Promoter and its agents and representatives, estate and effects, indemnified and harmless against any loss, damages, claims, suits, proceedings, expenses, charges and costs that the Developer / Promoter may suffer as a result of non-payment, non-observance or non-performance of the covenants and conditions stipulated in this Agreement and/or on account of unauthorized alteration, repairs or wrongful use etc to the said Unit, including the amount expended on litigation in enforcing rights herein.

37. BROKERAGE

In case the Unit Purchaser(s) has to pay any commission or brokerage to any person for services rendered by such person to the Unit Purchaser(s) whether in or outside India for acquiring the said Unit for the Unit Purchaser(s), the Developer / Promoter shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Developer / Promoter for the said Unit. Further the Unit Purchaser(s) undertakes to indemnify and hold the Developer / Promoter free and harmless from and against any or all liabilities and expenses in this connection.

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38. FURTHER ASSURANCE

The Unit Purchaser(s) and the persons to whom the said Unit of land has been let, transferred, assigned or given possession shall execute, acknowledge and deliver to the Developer / Promoter such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein. Developer / Promoter may reasonably request in order to effectuate the provision of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.



44. STAMP DUTY AND REGISTRATION CHARGES

44.1 The stamp duty and the registration charges, including penalty, if any, payable in respect of this Agreement shall be borne and paid by the Unit Purchaser(s) alone. The Developer / Promoter shall not be liable to contribute any amount towards the same. Further that the amount of stamp duty and registration charges payable as above shall be deposited in advance by the Unit Purchaser (s) with the Developer / Promoter. The Purchaser(s) further agrees to pay the stamp duty and registration charges as determined by the respective authorities. In case, any further demand is made by the authorities, pursuant to any audit or otherwise including the demand for penalty, then the Unit Purchasers alone shall be liable to pay the same.

44.2 The Unit Purchaser(s) shall, in addition to Purchase Consideration, pay the stamp duty, registration charges and all other costs, charges, outgoings and expenses relating to all other documents to be executed by the Unit Purchaser (s) and/or the Developer / Promoter to Organization to the Developer / Promoter before lease of the said Solaris Plot by the Developer / Promoter.

44.3 In the event of any stamp duty, registration charges or any other levy, cess, tax, penalty or payment becoming due or payable at any time before the lease of the said Solaris plot or the said Building in favour of the Common Organization as the case may be, the Purchaser(s) shall deposit with the Developer / Promoter the amount proportionately or actually due in respect of the said Unit before the Developer / Promoter give possession of the said Unit or at any time thereafter.

44.4 Procedure for registration and execution of Agreement

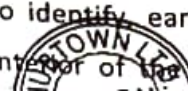
The Unit Purchaser(s) shall lodge the original agreement hereof for registration with the Sub-Registrar of Assurances at Mumbai within one month from the date hereof and intimate to the Developer / Promoter the serial number under which it is lodged and thereupon, the Developer / Promoter shall admit execution thereof.

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45. CERTAIN SPECIFIC CONDITIONS TO APPLY TO AND BE COMPLIED WITH /COMMERCIAL SPACE (S) / PARKING SPACE (S) /OFFICE SPACE PURCHASERS

45.1 Signage

In view of the importance of signage for the successful promotion of the project, Unit Purchaser(s) has specifically agreed and understood that the Developer / Promoter shall have absolute right on the signage inside/outside/near, within or on the face of the Building / said Hubtown Solaris building and the Developer / Promoter may determine at its own discretion and allow the usage by the Unit Purchaser (s) of such signage. The Developer / Promoter shall have absolute right to identify, earmark and allot the places for affixing signage on the exterior/interior of the said building/said Solaris Plot. The Unit Purchaser (s) shall be



50. BENEFITS OF THIS AGREEMENT

The benefit of this Agreement shall be available for enforcement not only to the Purchaser(s) but shall bind to the extent applicable to all the transferees of the said Unit.

51. MEDIATION

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be referred for mediation to the Maharashtra Chamber of Housing Industry (MCHI).

52. ARBITRATION

In the event that any dispute is not resolved, even after mediation before the same shall be settled through arbitration by a sole arbitrator. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 and its statutory amendments/ modifications thereof for the time being in force. All arbitration proceedings shall be held at an appropriate location in Mumbai. The sole arbitrator, A panel of three arbitrator is agreed by the parties from among whom one of the arbitrator as may be available shall be selected by the Developer / Promoter to be the sole Arbitrator. The panel of Arbitrators agreed between the parties is as follows namely (1) Retd. Judge M.S. Ranade (2) Retd. Judge V.R. Datar and (3) Retd Judge P.S. Pandit. The Unit Purchaser(s) hereby confirms that he/she/it/they shall have no objection to such appointment. The arbitration shall be conducted in English. The Courts at Mumbai alone shall have the jurisdiction in all matters arising out of /touching and/or concerning this Agreement regardless of the place of execution of this Agreement which is deemed to be at Mumbai.



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THE FIRST SCHEDULE ABOVE REFERRED TO
(THE SAID ENTIRE PROPERTY/ SAIWADI LAND)

All those pieces and parcels of plots of land bearing old. C.T.S. Nos. 426, 428 to 430, 432 to 437, 439 to 443, 444 (Pt), 445, 447, 448, 449, 450 to 452, 453 (Pt), 454, 455 (Pt), 458, 459, 460 (Pt), 466 (Pt), and 467 (Pt) at Village Gundavali and New C.T.S. Nos. 427/1 to 427/8, 447 (C) and 447-1A at Village Gundavali, Andheri [East], Mumbai, popularly known as "Saiwadi" in the Registration District and Sub District of Mumbai City and Mumbai sub

HUBTOWN LTD
MUMBAI
DEVELOPER

ENTERPRISES LTD
MUMBAI-9
UNIT PURCHASER

THE SECOND SCHEDULE ABOVE REFERRED TO

(THE SAID SOLARIS PLOT),

ALL THAT piece and parcel of land or ground situated and lying at Saiwadi, bearing CTS No. 427/6 (pt), 427/7 (pt) & 455 (pt) admeasuring about 6,827.11 sq. mtrs or thereabout and follows that it is to say :-

On or towards the North by : N. S. Phadke Marg
 On or towards the South by : Akruti Niharika
 On or towards the East by : 18.3 mt. wide D.P. Road
 On or towards the West by : C.T.S. Nos. 466 (pt), 457(pt),
 Village Gundavali

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SIGNED AND DELIVERED by the)
 within named "THE DEVELOPER")
 HUBTOWN LTD)
 through its Authorized Signatories)
 MR. RUSHANK SHAH)
 in the presence of whom the common seal)
 of the company is affixed hereto as per the)
 Board Resolution dated _____)
 1. _____)
 2. _____)

For HUBTOWN LTD,

HUBTOWN LTD

through its Authorized Signatories

MR. RUSHANK SHAH



SIGNED AND DELIVERED by the)
 Within named "THE UNIT PURCHASER")
 For AJS ENTERPRISES LLP)
 through its Authorized Signatories)
 MR. JAYESH MEHTA)
 in the presence of whom the common seal)
 of the company is affixed hereto as per the)
 Board Resolution dated _____)
 1. _____)
 2. _____)

For AJS ENTERPRISES LLP

For AJS ENTERPRISES LLP

through its Authorized Signatories

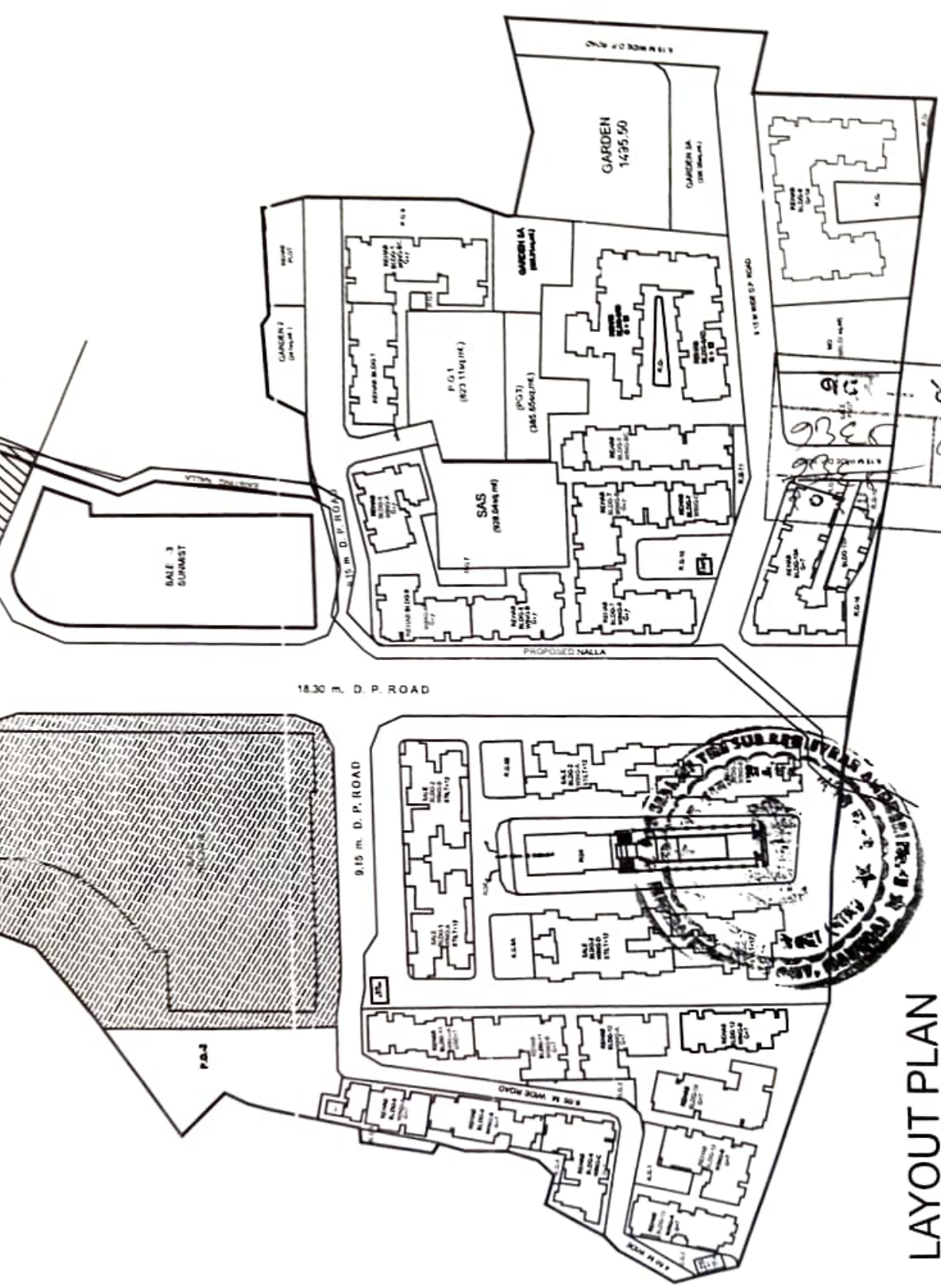
MR. JAYESH MEHTA

UNIT PURCHASER



36.60 M WIDE N.S. PHADKE ROAD

Annexure 'A'



LAYOUT PLAN



[Handwritten signature]



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ANNEXURE E

MAJOR CONSTRUCTION MATERIAL COST AS ON MARCH 2012

Sl. No.	Items of Material	Index	Actual Cost	Unit
1	Cement	160.90	320.00	Per Bag
2	Reinforcement Steel.	143.70	50.00	Per Kg
3	Brick Full Single	182.50	5.00	Per No
4	Aluminium	129.80	225.00	Per Kg
5	Sand	-	5000.00	Per Brass
6	Wood	-	950.00	Per Cft
7	Stone Metal	-	2200.00	Per Brass
8	Copper	-	400.00	Per Kg
9	12mm th Plywood	-	700.00	Per Sqm
10	35mm th Flash Door	-	1300.00	Per Sqm
11	Acrylic Distemper	-	55.00	Per Ltr
12	Decosil Paint	-	155.00	Per Ltr
13	Apex Ultima Asian Paint	-	200.00	Per Ltr

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INFORMED CONSENT

Date: _____

From:

AJS ENTERPRISES LLP

108, Arihant Building,
Ahmedabad Street,
Carnac Bunder,
Mumbai - 400 009

To,

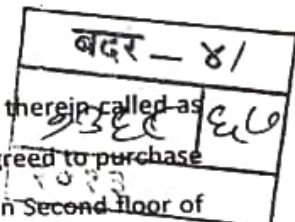
Hubtown Limited,
Hubtown Solaris,
N. S. Phadke Marg, Near Regency Hotel
Andheri (E),
Mumbai - 400 069.



Subject: Consent for change in Layout plan and other additional construction in the Project
"Hubtown Solaris" situated at CTS No. 427/6(pt), 427/7(pt), 455(pt),
Gundavali, Andheri (East), Mumbai.

Dear Sir,

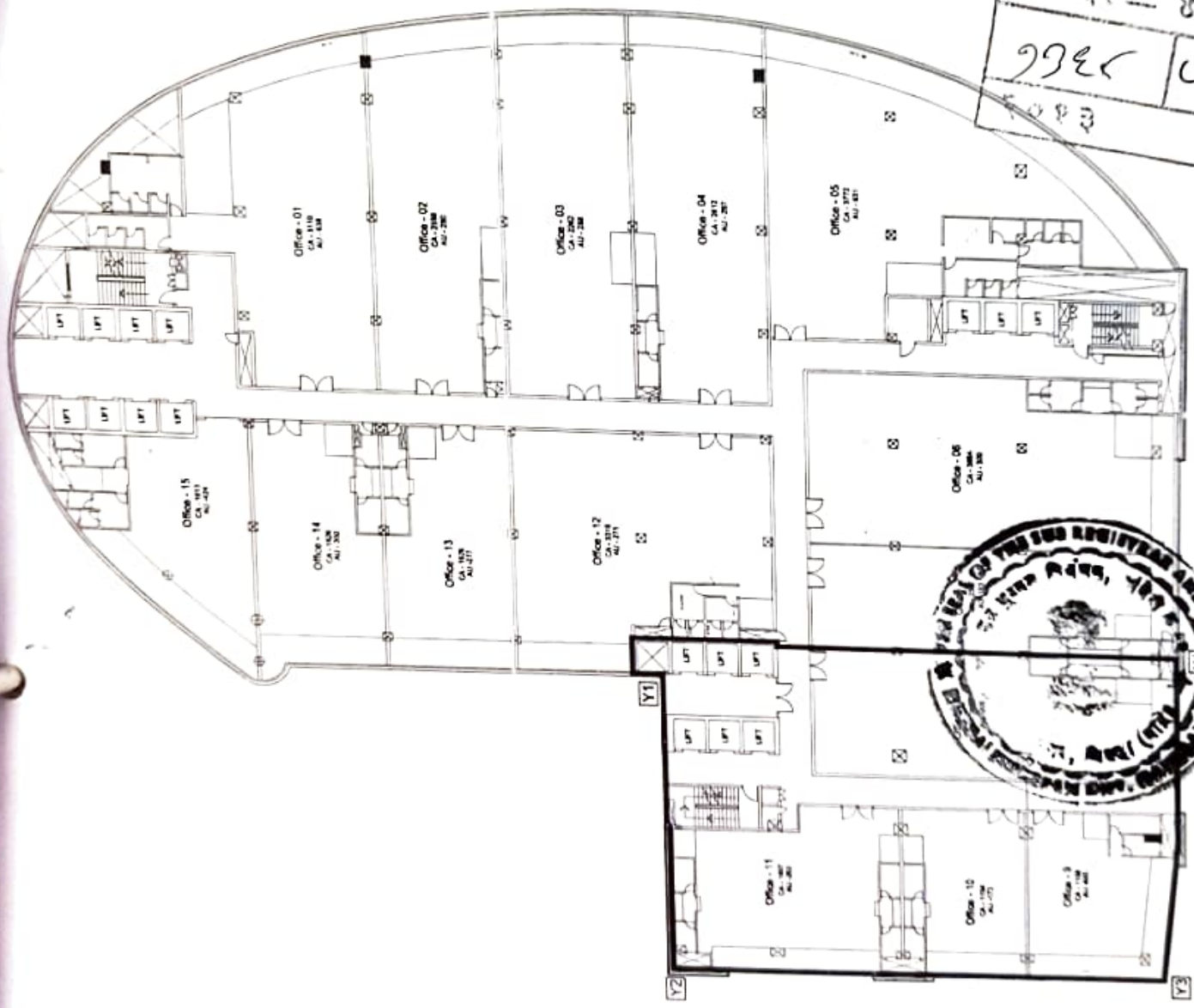
By an Agreement for Sale dated _____ and made between yourselves therein called as
"Developer / Promoter" and myself therein called as "the Purchaser" I have agreed to purchase
from you on what is commonly known as "Ownership Basis" a Unit No. 210 on Second Floor of
the building named as "Hubtown Solaris" situated at CTS No. 427/6(pt), 427/7(pt), 455(pt)
situated at Village Gundavali, Andheri (East), Mumbai, for the consideration and upon terms
and conditions contained therein.



Before entering into an Agreement for Sale in respect of the said unit bearing No. 210 on
Second Floor of the building known as Hubtown Solaris, you had informed me that the said
Solaris Plot is being part of Land owned by Govt. of Maharashtra and known as Saiwadi. The
said Hubtown Solaris building is being constructed under Slum Rehabilitation scheme and also
shown to me/us the layout of the Saiwadi Land. You had also informed me that the said layout
of the Saiwadi land is provisional and tentative and may undergo change or varied by you from
time to time so as to enable you to build and sale premises from enhanced or increased FSI.

I/We hereby unconditionally and irrevocably agree, confirm and covenant with you and as
my/our informed consent as required by under Section 7 and 7A of Maharashtra Ownership
Flats Act, 1963 and Rules framed there under for such variations, alterations, amendments or
deletion in the approved plan of the Solaris Plot and to relocate/realign service and utility
connections and lines, open spaces, parking spaces and all or any other areas, amenities and

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TYP.FLOOR PLAN

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Pandya & Poonawala

Advocates & Solicitor

Y. B. PANDYA B.Sc. LL.B.
R. VENKATARAGHAVAN B.Com.B.L.
T. S. POONAWALA M.A. LL.B.
F. POONAWALA TATA B.Com., MSW, LL.B.

102 - 104, Bhagyoday, 1st Floor,
79, Nagindas Master Road, Fort, Mumbai - 400 023.
Tel.: (91-22) 22679750/51 • 22679405 30205262
Fax: (91-22) 22703238
E-mail: attormays@pandya-poonawala.in

Ref. No. 708/2011

August 6th, 2011.

To
Ackruti City Limited
Ackruti Trade Centre
Road No. 7, Marol MIDC
Andheri (East), Mumbai 400 093.

Attn: Mr. Ramramrakhiani / Mrs. Namrata Powalkar - Legal.

Madam / Dear Sirs

Re: Investigation of title in respect of **Proposed Commercial Building No.1 - Ackruti Solaris**, with total **Approved Built up area of 37842.58 sq. mtrs. & Proposed built-up area of 42905.30 sq. mtrs.** on the portion of the Sai Wadi Land bearing part of **Sub Plot No. B** and portion of Old C.T.S. Nos: 430(pt), 432(pt), 433(pt), 435, 436(pt), 437, 438, 439(pt), 458, 459(pt), 455(pt), 467(pt) and New CTS Nos. 427/6(pt), 427/7(pt), and 455(pt), situated lying and being at Village Gundavali, Saiwadi, Andheri(E), Taluka Andheri, MSD, Mumbai 400 069, in Registration District and Sub District of Mumbai City and Mumbai Suburban.

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We send herewith our Title Report of date bearing No. 708/2011 in respect of the **subject property of ACKRUTI CITY LIMITED**.

If you desire, any further clarifications, please let us know

Yours faithfully,
For PANDYA & POONAWALA

ENCL: AS ABOVE
YBP:GM:8561:


PARTNER

