

GENERAL STAMP OFFICE

TOWN HALL, FORT, MUMBAI - 400 023.

RECEIPT FOR PAYMENT TO GOVERNMENT

NOT TRANSFERABLE

Receipt No. : **253276**

Receipt Date : **25-AUG-03**

Received From : **R B VINOD KUMAR**

DELIVERED

On Account of : **SALE OF STAMPS**

Counter No. **CNT-2**

Mode of Payment	DD/PO/CHQ/ RBI-Challan No.	Date	Bank Name & Branch	Area Code	Amount (In Rs.)
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DD	108211	23-AUG-03	ICICI BANKING CORPORATION LTD.	0	249,600.00
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दस्त क्रमांक (२५४/२००३)
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DELIVERED



Case No. :

Lot No. :

Lot Date :

Total D. O. :

Sr. No.	Description of Stamps / Franking	Quantity	Amount (In Rs.)
1	SPECIAL ADHESIVE	249600	249,600.00



DELIVERED

Total :

Rs. :

Rupees :

249,600.00

249600

**Two Lakh Forty Nine Thousand Six
Hundred only**

Cashier / Accountant

Signature / Designation

P. GURNOLE

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इस क्र.ंक (१०८४ / २००३)

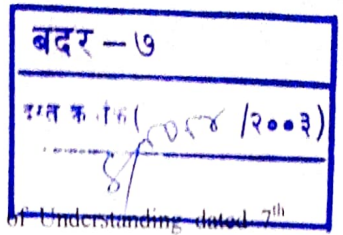
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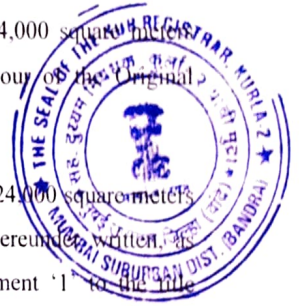
WHEREAS :

- (i) This agreement is restricted to the lands situate at Village Chandivili, Taluka Kurla, Mumbai Suburban District, containing by admeasurement 41,658.60 square meters or thereabouts bearing C.T.S. Nos. 47 and 47/1 to 47/20 and more particularly described in the First Schedule hereunder written and indicated on a plan which is Attachment '1' to the title certificate referred hereafter;
- (ii) Late Chandrarao Ganpatrao Kadam (hereinafter referred to as "**the Original Owner**") was hitherto the Owner of the lands described in the First Schedule hereunder written as also the lands adjoining thereto situate at Village Saki bearing C.T.S. Nos. 17 and 18 admeasuring 1012.20 square meters;
- (iii) For sake of convenience the lands described in the First Schedule hereunder written as also the lands at Village Saki shall hereafter be referred to as ("**the Larger Property**");
- (iv) There were existing on the lands, described in the First Schedule hereunder written, structures at the time of enactment of the Urban Land (Ceiling & Regulation) Act, 1976 (hereinafter referred to as "**ULC & R Act, 1976**") and the Original Owner had filed appropriate returns under Section 6 of the ULC & R Act, 1976;
- (v) By a Deed of Partnership dated 9th October 1992, the Promoter firm was constituted as a partnership firm in the name of Wellworth Developers between the Original Owner, Ranvir Dindayal Oberoi, Santosh Ranvir Oberoi and Vikas Ranvir Oberoi, and consequent thereto the Original Owner did bring in the Larger Property into the said firm as his contribution which was valued at Rs.2.40 crores and it was agreed that the Larger Property shall be developed in partnership on a single venture basis amounting to a particular partnership and the share in the profits of the Original Owner was to be 85% and the share of Ranvir Dindayal Oberoi, Santosh Ranvir Oberoi and Vikas Ranvir Oberoi was to be 5% each;

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- (vi) Immediately prior thereto, a Memorandum of Understanding dated 7th October 1992 ("the said MOU") was entered between the Original Owner on one hand and Ranvir Dindayal Oberoi, Santosh Ranvir Oberoi and Vikas Ranvir Oberoi on the other hand whereby the broad terms on which the Original Owner was to bring the Larger Property into the partnership firm have been set out and it has been further inter alia also agreed that although the entire FSI (except to the extent of 37,865 square feet) available in respect of the Larger Property would be utilised by the partnership firm, a portion admeasuring 24,000 square meters, as indicated in red outline on the plan, being the Attachment '1' to the title certificate referred hereafter, out of the lands described in the First Schedule hereunder written shall not be utilised for development by the Promoter firm and that it would construct the buildings only on the remaining lands;
- (vii) The said MOU also inter alia records that the Promoter firm shall execute a lease for 999 years of the portion admeasuring 24,000 square meters along with the F.S.I. of 37,865 square feet in favour of the Original Owner;
- (viii) For the purposes of clarity, the portion admeasuring 24,000 square meters out of the lands described in the First Schedule hereunder written, as indicated in red outline on the plan being Attachment '1' to the title certificate, shall hereafter be referred to as "**the leased portion**" and the remaining (being also a portion out of the lands described in First Schedule hereunder written) shall hereafter be referred to as "**the said property**";
- (ix) The said MOU also inter alia records that the said Ranvir Dindayal Oberoi, Santosh Ranvir Oberoi and Vikas Ranvir Oberoi would from time to time bring in the Promoter firm as their capital contribution an amount of Rs.2.40 crores and if the Original Owner so desires he may withdraw such sums as he deems fit from his capital account and if any amount is withdrawn, his share in the profits shall proportionately be reduced and it is further agreed that if the entire capital contribution of the Original Owner was withdrawn, he would retire from the Promoter firm;
- (x) The said Ranvir Dindayal Oberoi, Santosh Ranvir Oberoi and Vikas Ranvir Oberoi did from time to time bring various amounts as their



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contribution to the capital of the Promoter firm and the Original Owner did, as permitted by the said Deed of Partnership, withdraw amounts from the Promoter firm and by a Supplemental Deed of Partnership dated 5th January, 1993, entered between the Original Owner on the one hand and the said Ranvir Dindayal Oberoi, Santosh Ranvir Oberoi and Vikas Ranvir Oberoi on the other hand, it has been agreed that the shares in the profit of the partners would be redefined and with effect from 31st March, 1994, the share in profit of the Original Owner would be 10% and that of Ranvir Dindayal Oberoi, Santosh Ranvir Oberoi and Vikas Ranvir Oberoi would be 90%;

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- (xi) The said Ranvir Dindayal Oberoi, Santosh Ranvir Oberoi and Vikas Ranvir Oberoi have from time to time brought into the Promoter firm funds in excess of Rs.2.40 Crores and between 18th October, 1992 and 2nd May, 1994, the Original Owner did withdraw from the Promoter firm various sums aggregating to Rs.2.30 Crores. On 12th September 1994, the Promoter firm did tender to the Original Owner the amount of Rs.10 Lacs as the final installment of the withdrawal of his capital contribution, however, the cheque remained unencashed;
- (xii) The Promoter firm represents that as on 12th September, 1994 the Original Owner has retired from the Promoter firm and ceased to have any interest in the Promoter firm;
- (xiii) The Original Owner died on 23rd August 1995 and since clause 15 of the Deed of Partnership dated 9th October 1992 provided that the widow of the deceased Original Owner, Mrs. Krishnabai Chandrarao Kadam would be representing his estate, the Promoter firm, as constituted of the present partners, once again forwarded in February 1997, the cheque for Rs.10 Lacs which though tendered has not been encashed;
- (xiv) Under provisions of Section 22 of the ULC&R Act, 1976, exemption is accorded in respect of the land described in the First Schedule hereunder written vide order dated 1st April, 1993, read with order dated 29th March, 2000, read with the Corrigendum dated 29th August, 2000, issued in case bearing No.C/ULC/D.III/22/4756 by the Additional Collector and Competent Authority, Brihanmumbai whereby it is permissible to construct buildings on the land described in the First Schedule hereunder written;



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(xv) The plans have been not sanctioned from the Brihanmumbai Municipal Corporation (BMC) utilising the P.S.I. of the lands described in the First Schedule hereunder written, save and except the extent of 37,865 square feet and also utilising such Transfer of Development Rights (TDR) as permissible under Regulation 34 read with Appendix VII of the Development Control Regulations for Greater Bombay, 1991 vide Intimation of Disapproval (IOD) bearing No. CE/3295/BPES/AL dated 23rd September 1993, amended from time to time and Commencement Certificate/s issued in that respect, the last on which has been issued is 28th September 1999;

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(xvi) Accordingly, the Promoter has constructed on the said property the building of several wings consisting of stilt, five full upper floors and part sixth floor which is known as "OBEROI GARDEN ESTATES" and Completion Certificate in respect thereof has been issued by the BMC vide its letter dated 30th March, 2000;

(xvii) Since this Ownership Agreement pertains to the premises in Oberoi Garden Estates, hereto annexed and marked as Annexures 'A', 'B' & 'C' are copies of the IOD, Commencement Certificate and Completion Certificate;

(xviii) Certain proceedings have been taken in respect of the Larger Property against the Promoter and further particulars in that behalf are as follows :

- (a) Krishnabai Kadam, as widow, Anand and Kiran Kadam as sons, Chanda Kadam as daughter of the deceased Original Owner together with Nalini Hemant Kadam, Sejal Hemant Kadam, Kaushal Hemant Kadam, Bijal Hemant Kadam and Nehal Hemant Kadam as heirs of the deceased son of the late Original Owner (hereinafter collectively referred to as "the Plaintiffs") filed in the Bombay High Court Suit No. 441 of 2000 against the Promoter and its partners [Ranvir Oberoi, Santosh Oberoi and Vikas Oberoi] wherein Manna Shah and Nina Ankhad the married daughters of the deceased Original Owner have been joined as proforma defendants;





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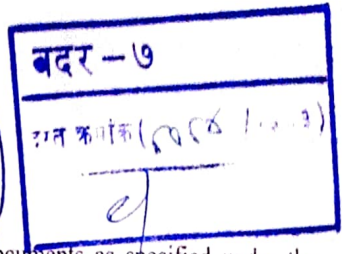
- (b) The Plaintiffs alleging fraud seek inter alia by way of prayers (a) to (d) contained in the plaint in Suit No. 441 of 2000 a declaration that the MOU and the Partnership Deed are void or voidable and as a restitutory relief seek re-possession of the Larger Property and in the alternative as prayer (e) seek dissolution of the partnership, accounts and also relief by way of specific performance requiring the Promoter to execute a lease of the leased portion;
- (c) Notice of Motion No.385 of 2000 has been taken out by the Plaintiffs seeking interlocutory reliefs in Suit No. 441 of 2000 and by ad-interim order dated 7th February, 2000, passed by Justice D. K. Deshmukh the Promoter is restrained from entering upon the leased portion;
- (d) In Appeal No.138 of 2000, filed by the Promoter from the order dated 7th February, 2000, an order dated 17th February, 2000 has been passed by Justice Saraf and Justice Daga, whereby Plaintiffs have given a statement to the Hon'ble Court that they would not take any steps to publish public notice or advertisement as threatened in the Plaintiff's' Advocates letter dated 14th February 2000;
- (e) The Promoter have taken out Chamber Summons No.394 of 2000 for striking out inter alia the relief set out in the plaint as prayer (e) (iv) seeking specific performance of the leased portion and from dismissal of the said chamber summons by the order dated 27th April 2000, Appeal No. 482 of 2000 was filed by the Promoter;
- (f) Appeal No. 482 of 2000 filed by the Promoter has been admitted by the order dated 10th July, 2000, and the Promoter having taken out Notice of Motion No. 2232 of 2000 therein, Justice Pandya and Justice Chandrachud by their order dated 10th July, 2000, directed that all further proceedings in Suit No. 441 of 2000 be stayed;
- (g) Subsequently by the order dated 3rd August, 2000, the order dated 10th July, 2000, has been modified to a limited extent whereby all proceedings in the suit relating to prayer (e) contained in the plaint



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viz., relief by way of dissolution of the partnership, accounts and for specific performance of the leased portion has been stayed;

- (h) Consequently against the Plaintiffs there is at present an injunction restraining them from seeking any proceedings in Suit No. 441 of 2000 which relates to prayer (e) of the plaint viz., relief by way of dissolution of the partnership, accounts and for specific performance of the leased portion:
- (xix) At the instructions of the Promoter Mahimtura & Co., Advocates & Solicitors have, by their Title Certificate dated 2nd March, 2001, certified that in their opinion, the Promoter has title to the lands described in the First Schedule hereunder written which would include the said property and further that the Promoter has authority to sell the units and other premises in Oberoi Garden Estates. A copy of the said title certificate is also annexed hereto marked **Annexure 'D'**;
- (xx) The present layout and design and plans, got sanctioned may be required to be amended from time to time by the Promoter. The Purchaser has entered into the present Agreement knowing fully well that the scheme of development being carried out by the Promoter on the said property is very large. Therefore, the Promoter may require to amend, from time to time, the layout plans and design and the Purchaser has no objection to the Promoter making such amendments;
- (xxi) The Purchaser has been allotted Unit Nos.1040, 1041 and 1042(part), on the 1st floor, admeasuring ¹²⁴⁸ ~~1560~~ sq. ft. (~~super~~ built up) being shell units, i.e. without any amenities and ~~3 open car parking spaces~~ bearing Nos.99, 100 ~~and 101~~ in building "Oberoi Garden Estates", at Chandivli Farms Road, Chandivli, Bombay 400 072, and as indicated on the floor plan hereto annexed and marked as **Annexure 'E'** (hereinafter referred to as "**the said premises**");
- (xxii) The Purchaser has demanded from the Promoter and the Promoter has given inspection to the Purchaser of all documents of title as also the records and proceedings in Suit No.441 of 2000 and orders passed therein relating to the Larger Property including the plans, designs and specifications prepared by the Promoter's Architects, the Certificate of



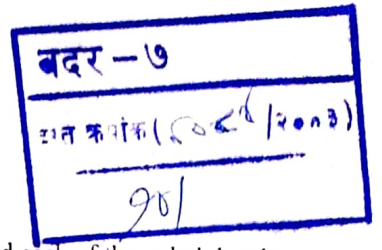
title, revenue records and such other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promotions of Constructions, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "said M.O.F. Act") and the rule made thereunder;

(xxiii) Under section 4 of the said M.O.F. Act, the Promoter is required to execute a written agreement for sale of the said premises to the Purchaser being in facts these presents and also to register the said Agreement under the Indian Registration Act, 1908.

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

1. The Purchaser confirms that the Promoter is developing the said property, in the manner set out in the recitals, and that the building, Oberoi Garden Estates, comprising of several wings of stilt and five upper floors and part sixth floor is constructed on the said property in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with such variations and modifications as may be required by the concerned local authority/the Government to be made in them or any of them.
2. The Promoter hereby agrees to sell to the Purchaser and the Purchaser agrees to purchase and acquire from the Promoter, Unit Nos.1040, 1041, & 1042(part), on the 1st floor, admeasuring ¹²⁴⁸ 1560-sq. ft. (super built up) being shell units, i.e. without any amenities and ~~car parking spaces bearing Nos. 99, 100 & 101~~ in the building "Oberoi Garden Estates" constructed on the said property, as indicated in the floor plan, Annexure 'E' hereto, (hereinafter referred to as "the said premises"), at and for a total price of **Rs.24,96,000/- (Rupees Twenty-four Lacs Ninety-six Thousand only)** which is inclusive of the proportionate price of the common areas and facilities appurtenant to the said premises (the nature, extent and description of the common areas and facilities are described in the Second Schedule hereunder written).
3. Out of the total consideration of **Rs.24,96,000/- (Rupees Twenty-four Lacs Ninety-six Thousand only)**, the Purchaser has paid to the Promoter **Rs.3,00,000/- (Rupees Three Lacs only)** on or before execution of these presents



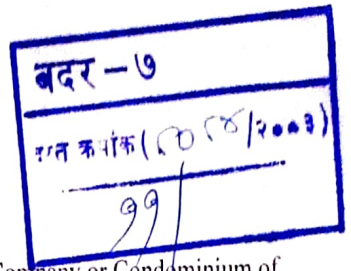
(the payment and receipt of which the Promoter do and each of them doth hereby admit and acknowledge. The Purchaser has agreed to pay to the Promoter, the balance consideration of **Rs. 21,96,000/- (Rupees Twenty-one Lacs Ninety-six Thousand only)** against possession of the said premises.

4. The Purchasers hereby confirm that the payment of balance consideration and other dues under this Agreement shall be made on the due dates without any delay or default, time for payment is the essence of the contract. If the Purchaser/s commit/s any delay or default in making payment of dues and/or any amount payable under this Agreement, the Promoter shall without prejudice to any other rights, interest that they may have against the Purchaser be entitled to terminate and/or put an end to this Agreement and on termination, the Promoter shall refund the amounts paid by the Purchaser without any interest. On termination of this Agreement, the Purchaser shall have no right, title, interest, claim or demand or dispute of any nature whatsoever either against the Promoter or against the said premises and the Promoter shall be entitled to deal with and dispose of the said premises to any other person/s as they may deem fit without any further act or consent of the Purchaser.

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5. It has been mutually agreed between the parties hereto that the payment terms which have been agreed hereinabove may be modified as may be mutually agreed between them and the rate of interest in the event of delay in payment will be charged at the rate of 24% to the Purchasers by the Promoter. Provided always the agreement to accept interest is without prejudice to the right to terminate this Agreement.

6. The Purchaser/s hereby expressly consent/s to the Promoter re-designing any building or buildings or the recreation area or internal road and passages and such other area or areas which the Promoter may desire to realign and re-design and the Purchaser confirms that the Promoter will be entitled to utilize any F.S.I. which may be available in the said property or any part thereof or any adjoining property or properties, as the case may be, until the entire F.S.I. available on the larger property including said property is duly utilized by the Promoter and till the amount or amounts receivable by the Promoter area duly received by the Promoter and till all the obligations required to be carried out by the Purchaser herein and other Purchaser of the premises from the Promoter are fulfilled by them. The Promoter shall not till then be bound and shall not be called upon or



required to form any Co-operative Society, Limited Company or Condominium of Apartments, as the case may be, and the Purchaser agrees and irrevocably consents, not to have any demand or dispute or objection in that behalf.

7. It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the premises agreed to be sold by the Promoter and agreed to be acquired by the Purchaser and all other premises and portion or portions of the said property, including the lay out area, roads, recreation ground, etc. shall be the sole property of the Promoter and the Promoter shall be entitled to develop the same in the manner deemed fit by them without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever. The Purchaser hereby confirms and consents to the irrevocable right of the Promoter to develop the said building known as "Oberoi Garden Estates" on the said property in the manner deemed fit by the Promoter without any further or other consent or concurrence in future.

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8. It is agreed that the Promoter shall be entitled to construct an additional wing or buildings on the said property either on account of additional F.S.I. that may be available from the said property or elsewhere and/or on account of the amendment to the existing regulations or otherwise.

9. The Purchaser/s has/have made inquiries and is satisfied that the title of the Promoter to the said property is marketable and free from encumbrances. The Purchaser/s has/have inspected the original title certificates issued by M/s.Mahimtura & Co. The Purchaser/s hereby undertake/s not to raise any objection to the title of the Promoter to the lands described in the First Schedule hereunder written (which includes the said property) and the right and authority of the Promoter to deal with and dispose of the said premises by virtue of this agreement.

10. It is further agreed and understood that the said Units shall be **SHELL UNITS** and shall not contain any fixtures, fittings and amenities. However, the Promoter will provide in the said building, the amenities set out in the Third Schedule hereunder written. The Purchasers further confirm that the Promoter shall not be liable to provide any other fixtures, fittings or amenities in the said Units or in the said building.



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11. Upon payment by the Purchaser of the balance consideration as set out in clause 3 above, the Promoter shall put the Purchaser in possession of the said premises.

12. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for the purpose for which the same has been allotted. The Purchaser shall use the garage or parking space only for the purpose of keeping or parking of the Purchaser's own vehicle.

13. The Purchaser along with other purchasers of premises in Oberoi Garden Estates shall join in forming and registering a Society or a limited company or any other body corporate to be known by the name "Oberoi Garden Estates Premises Co-operative Society Limited" or any other name as can be reserved with the Registrar of Societies or the Registrar of Companies and/or any other concerned authority and for this purpose the Purchaser agrees from time to time to sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society or limited company and for becoming a member. Such application shall be duly filled in, signed and returned to the Promoter within 15 days of the same being forwarded by the Promoter to the Purchaser, so as to enable the Promoter to register the organisation of the Purchasers under Section 10 of the MOF Act within the time limit prescribed by rule 8 of the said M.O.F. Rules, 1964. No objection shall be taken by the Purchaser if any changes or modifications made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Societies or Registrar of Companies and/or any other concerned authority or Competent Authority.

14. It is expressly agreed that the Purchaser shall on the execution hereof pay to and deposit with the Promoter the following amounts. Such deposits shall not carry any interest :

- (i) Rs.1,250/- non-refundable towards share money/application/entrance fee of the society or limited company;
- (ii) Rs.2,500/-non-refundable towards legal charges;
- (iii) Rs.2,500/- non-refundable for formation and registration of the society or limited company;



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- (iv) Rs.37,500/- non-refundable towards installation of transformer, electric meters, water meters etc.;
- (v) Rs.37,500/- towards proportionate share of taxes, maintenance and other charges;
- (vi) Rs.43,680/- towards development charges

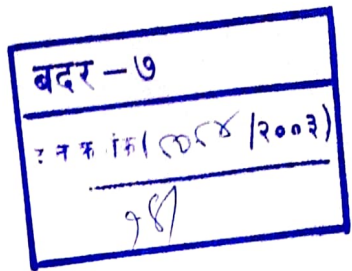
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15. All costs, charges and expenses in connection with the formation of the Co-operative Society or Limited Company or other incorporated body or association as well as the costs of preparing, engrossing, stamping and registering all the agreements, deeds of assignment or any other document or documents required to be executed by the Promoter or by the Purchaser including stamp duty, registration charges etc. payable in respect of such documents, as well as the entire professional costs of the attorneys of the Promoter for preparing and approving all such documents shall be borne and paid by the Purchaser and the Society or limited company or any incorporated body or association as aforesaid and/or proportionately by all the holders of the premises etc. in the said building. The Promoter shall not be liable to contribute anything towards such expenses.

16. It is agreed that in respect of items 2 to 4 referred to in clause 14 the Promoter are not liable to render accounts. Subject as aforesaid, it is agreed that after the society and/or the Company or the Association as aforesaid shall have been formed and the building shall have been transferred and/or conveyed to the society and/or company or the Association as aforesaid, the Promoter shall hand over the said deposit or the balance thereof to such society or the Limited Company or the Association as aforesaid.

17. It is agreed that in the event of any additional amount becoming payable in respect of the aforesaid items, the Purchaser shall forthwith on demand pay and deposit the difference with the Promoter. The deposits shall not carry any interest.

18. The Purchaser is aware that in view of what is stated in the recitals the Co-operative Society or other body of the holders of premises in Oberoi Garden Estates (including the Purchaser herein) shall not claim any right of whatsoever nature in respect of the leased portion and any F.S.I. upto 37,865 square feet.



19. Notwithstanding anything contained in this Agreement the Purchaser hereby agrees to contribute and pay his proportionate share towards the costs, charges, expenses, municipal taxes and outgoings in respect of the said premises. Such share to be determined by the Promoter having regard to the area of each premises/garages. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned herein against the expenses, municipal taxes and outgoings.

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20. So long as each premises/garage in the said building shall not be separately assessed for municipal taxes and water charges, the Purchaser shall pay to the Promoter or to the body or association of the holders of the premises in Oberoi Garden Estates when formed his/her/their share of the Municipal tax and water tax assessed on the whole building, such proportion to be determined by the Promoter on the basis of the area of each premises/garage in the said building. The Purchaser along with the other premises holders will not require the Promoter to contribute a proportionate share of the maintenance charge of the premises/garages etc. which are not sold and disposed of by the Promoter.

21. The Purchaser shall from and after the date on which he/she has been permitted/intimated to occupy the said premises or from the date of Occupation Certificate in respect of the said building has been granted by the BMC, whichever is later, pay regularly on monthly basis an amount calculated at the rate of **Rs.4.75** per square foot, per month, of area of the premises (on provisional basis) towards taxes (which would include local taxes, betterment charges or such other levies by the concerned local authority and/or Government) water charges, insurance, salary of the persons appointed by the Promoter, to manage and look after the building, the Chowkidars, liftmen, sweepers, premium, etc. The Purchaser shall pay to the Promoter, such provisional monthly contribution in advance for 12 months, before taking possession of the said premises. The amounts so paid by the Purchaser to the Promoter shall not carry any interest and remain with the Promoter until a conveyance and/or any other document of transfer is executed in favour of the society or a limited company as aforesaid. Subject to the provisions of Section 6 of the said M.O.F. Act on such conveyance and/or any other document of transfer being executed, the aforesaid deposits (less deductions provided for this Agreement) shall be paid by the Promoter to the Society or the Limited



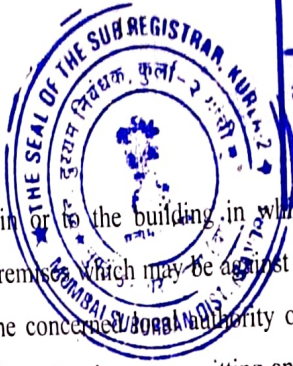
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Company as the case may be. The Purchaser undertakes to pay such provisional monthly contribution regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever or interest at the rate of 27% will be charged.

22. At the time of registration the Purchaser shall pay to the Promoter the Purchaser's share of stamp duty and registration charges payable, if any, by the said society or Limited Company on the Conveyance or any documents or instrument of transfer in respect of the said property and the building to be executed in favour of the Society or Limited Company.

23. The Purchaser/s by himself/herself/themselves with intention to bind all persons into whose hands the said premises may hereafter come, hereby covenant/s with the Promoter as follows :

- a) To maintain the premises at the Purchaser's own cost in good tenantable repair and condition from the date the possession of the said premises is taken and not do or suffer to be done anything in or to the building in which the said premises is situated, staircase or any passage which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the premises is situated or the premises itself or any part thereof.
- b) Not to store in the said premises any goods which are hazardous, combustible or of dangerous nature or are heavy so as to damage the construction or structure of the building in which the said premises is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said premises is situated and in case any damage caused to the building in which the said premises is situated on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequence of the breach.
- c) To carry out at his/her own costs all internal repairs to the said premises and maintain the premises in the same condition, state and order in which it was delivered by the Promoter to the Purchaser and not do or suffer to



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be done anything in or to the building in which the said premises is situated or in the premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority, and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- d) Not to demolish or cause to be demolished the said premises or any part thereof, neither at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof, nor any alteration to the elevation and outside colour scheme of the building in which the said premises is situated shall be made, and keep the portion, sewers, drains, pipes in the said premises and appurtenances thereto in good tenable repair and condition and in particular so as to support, shelter and protect other parts of the building in which the said premises is situated, and not to chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC part or other structural members in the said premises without the prior written permission of the Promoter and/or the Society or the Limited Company.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said premises is situated or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises into the compound or any portion of the said property and the building in which the said premises is situated.
- g) Pay to the Promoter within 10 days of demand by the Promoter, his/her share of security deposit demanded by any concerned local authority or government for giving water, electricity or any other service connection to the building in which the said premises is situated.
- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of



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user of the said premises by the Purchaser, viz., user for any purpose other than which the same has been allotted.

- i) Shall not let, sublet, transfer, assign or part with his/her/their interest or benefit under this Agreement without prior written consent of the Promoters.
- j) Shall observe and perform all the rules and regulations which the Society or Limited Company may have at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- k) Till a conveyance of the building in which the said premises is situated is executed, shall permit the Promoter their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said land and buildings or any part thereof to view and examine the state and condition thereof.

24. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Purchaser as advance deposit, sum received on account of the share capital for the formation of the Co-operative Society or a Limited Company or towards the outgoings and shall utilise the amounts for the purposes for which they have been received.

25. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said premises or of the said property and building or any part thereof in favour of the Purchaser/s. The Purchaser shall have no claim save and except in respect of the premises hereby agreed to be sold to him and the Purchaser shall have no claim in respect of open spaces, parking spaces, lobbies, staircases, terrace, recreation spaces, etc., which



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will remain the property of the Promoter and the said land and building is transferred to the Society or Limited Company as hereinbefore mentioned.

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

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27. The Purchaser/s and the Promoter shall present this Agreement as well as the conveyance at the proper registration office for registration within the time limit prescribed by the Registration Act and the Promoter upon being duly notified will attend such office and admit execution thereof.

28. All stamp duty and registration charges in respect of this transaction shall be borne and paid by the Purchaser/s alone, and the Promoter shall not be liable or responsible for the same.

29. All notices to be served on the Purchaser/s as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by Registered Post A. D. /Under Certificate of Posting at his/her/their address specified below:

7, Ganga Cascade,
Koregaon Park,
Pune 411 014, Maharashtra,

30. It is also understood and agreed by and between the parties hereto that the terrace space in front of or adjacent to the terrace units in the said building, if any, shall belong exclusively to the Purchaser/s of the terrace premises and such terrace space are intended for the exclusive use of the respective terrace Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Promoter or the Society, or the Limited Company, as the case may be.

31. The Promoter shall always have a right to get the benefit of additional F.S.I. for construction from the BMC and also to make additions, alterations, raise stories or put up additional structures as may be permitted by the BMC and other competent authorities such additions structures and stores will be the sole



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property of the Promoter alone, who will be entitled to sell and/or dispose off the same in the manner they deem fit.

32. Similarly, the Promoter shall also have right and/or be entitled to purchase and/or acquire TDR from the open market and consume the same on the said property and to make additions, alterations, raise stories or put up additional structures. All such additions, alterations raising stories or additional structures shall be the sole property of the Promoter who shall be entitled to sell and/or otherwise deal with the same in the manner they deem fit.


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33. The Promoter shall in respect of any amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be purchased by the Purchaser.

34. It is expressly agreed that the Promoter shall be entitled to put a hoarding on the said property or any parts of the building or buildings (including on the terrace and on the parapet walls) on the said property and the said hoardings may be illuminated or comprising of neon sign and for that purpose the Promoter are fully authorised to allow temporary or permanent construction or erection for installation either on the exterior of the said buildings or on the said property, as the case may be and further the Promoter shall be entitled to use and allow to third parties to use any part of the building and the property for installation of cables, satellite, communication equipment, cellular telephone equipment etc. The Purchaser agrees not to object or dispute the same.

35. The Promoter shall be, if the Promoter so decide, entitled to construct in, over or around or above the terrace of the said Building a Restaurant a Hotel Guest House, Bar and Conference Rooms, Public Galleries, Party Rooms, a Shopping Arcade, Marriage Halls, Receptions and/or premises to be used for any purposes (hereafter referred to as "the said additional areas") for themselves or dispose of the same or parts thereof to any person or persons body or bodies Corporate, and the Buyers of such additional area shall be admitted as Members of the said Corporate Body. The Promoter or such Buyers or Transferees will have the unconditional and absolute rights to let out or grant a licence or run the said additional area or part thereof any royalty or monthly basis and on such terms and conditions as the Promoter or such Buyers or Transferees as the case decide, such contracts for letting, lease or licence or royalty or other basis to be binding on all the Purchaser of flats/premises in the said building. The Promoter and/or



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their aforesaid Buyers, and the transferees and/or their assign and/or their successors-in-title and/or their legal representatives and all persons patronizing and visiting such premises shall at all times have the unobstructed, unconditional and absolute right and licence without any fee, premium or consideration or compensation to use and take advantage of and/or avail of all the access, staircase lift, elevators, etc. leading to the such premises and other said additional areas. The Promoter or their Buyers and/or their successor-in-title shall, in respect of such said additional area, however, be liable to pay the Municipal taxes as may be assessed and/or leviable to them by the Municipal Corporation of Greater Bombay and other outgoings in respect of the Building in proportion to the area of their premises as compared to the total area in the Building.

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36. The Purchaser hereby agrees that even after the Society is formed they shall not charge maintenance charges for the unsold premises to the Promoter.

37. This Agreement shall always be subject to the provisions of the Maharashtra Apartment Ownership Act (Maharashtra Act No.XV of 1971) and the rules made thereunder.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals to these presents the day and year first hereinabove stated.

THE FIRST SCHEDULE ABOVE REFERRED TO :

Piece of land situate at Village Chandivli Taluka Kurla, Mumbai Suburban District bearing C.T.S. Nos. 47 and 47/1 to 47/20 containing by admeasurement 41,658.6 square meters or thereabouts

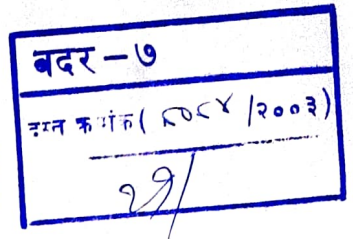
THE SECOND SCHEDULE ABOVE REFERRED TO :

Common area and facilities proportionate area of immediate landing area abutting the main door after the landing on the said floor.

Prorata right along with all Purchaser of the premises in the said property in limited common area i.e to say :

- (1) Staircase
- (2) Staircase landing
- (3) Entrance Hall





THE THIRD SCHEDULE ABOVE REFERRED TO

- (1) RCC frame structure with columns and beams specially designed with no offset in all Units.
- (2) The entire building including passage and staircase upto the terrace will have marble flooring.
- (3) The building will have OTIS ELEVATORS.
- (4) Entrance of the building will have marble and granite finish with ornamental fountain and water fall.
- (5) The exterior of the building will have with good quality permanent finish with paint & material for face lift.

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SIGNED AND DELIVERED by)

the withinnamed "**Promoter**")

M/S. WELLWORTH DEVELOPERS)

through its partner)

Mr Vikas R. Oberoi)

in the presence of..)

FOR WELLWORTH DEVELOPERS,


PARTNER

SIGNED AND DELIVERED)

by the withinnamed "**Purchaser**")

MR. R. B. VINOD KUMAR)

in the presence of.)





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RECEIVED of and from the within named)
Purchaser(s) the sum of Rs. 3,00,000/-)
(Rupees Three Lacs only) being part consideration)
paid by him to us, as within mentioned)
vide cheque No.934984 dated 18th August, 2003)
drawn on The Hongkong & Shanghai Banking)
Corporation Limited) Rs.3,00,000/-

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WITNESSES ::

- 1.
- 2.

WE SAY RECEIVED
FOR WELLWORTH DEVELOPERS,

M/
PARTNER

