



Tuesday, February 23, 2010
4:38:21 PM

Original
नोंदणी 39 म.
Regn. 39 M

पावती

पावती क्र. : 2105

दिनांक 23/02/2010

गावाचे नाव भांडुप

दस्ताऐवजाचा अनुक्रमांक वदर3 - 02084 - 2010

दस्ता ऐवजाचा प्रकार करारनामा

DELIVERED

सादर करणाराचे नाव: संजय कांतीलाल शाह - -

नोंदणी फी	:	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),	:	1160.00
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (58)	:	
एकूण	रु.	31160.00

आपणास हा दस्त अंदाजे 4:53PM ह्या वेळेस मिळेल

Sanjay Shah
दुय्यम निवधक
कुला 1 (कुला)

बाजार मुल्य: 4611500 रु. मोवदला: 3607500 रु.

भरलेले मुद्रांक शुल्क: 230580 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: बँक ऑफ इंडिया ;

डीडी/धनाकर्ष क्रमांक: 115817; रक्कम: 30000 रु.; दिनांक: 24/12/2009

रु. 31160.00
कुला - 4 (वर्ग - 2)

Customer's Copy	
THE KAPOL CO-OP. BANK LTD.	
FRANKING DEPOSIT SLIP	
Branch: 83671	Date: 30/12/09
Pay to: Acct. Stamp Duty	
Franking Value	Rs 2,30,680
Service Charges	Rs. 20
TOTAL	Rs 2,30,700
Name & Address of the Stamp duty paying party	
Mr. Sanjay Kantilal Shah	
Mrs. Nisha Sanjay Shah	
Tel./Mobile No. 982014452	
Desc. of the Document Agreement	
DD/Cheque No.: 115818	
Drawn on Bank: Bank of India	
(For Bank's Use only)	
Tran ID: A254-Rs	1938197
PL: 545 Rs	
Franking Sr. No.	DOCUMENTS DELIVERED
Cashier	

AGREEMENT FOR SALE

THIS AGREEMENT is made at Mumbai this 30th day of Dec. in the Christian Year N. S. Shek
Two Thousand Nine.

Between

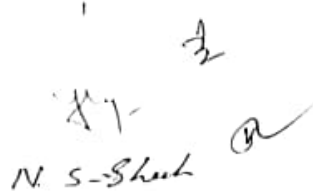
AXIS REALTY PVT LTD a Company incorporated under the Companies Act, 1956, having its registered office at 77, Udyog Bhavan, Sonawala Road, Goregaon (E) Mumbai - 400 063 hereinafter referred to as "the Owner" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the One Part;

And

MR. SANJAY KANTILAL SHAH Age 35 yrs.
MRS. NISHA SANJAY SHAH Age 35 yrs.
Add: 603/604, Ramas tower, Sarojini naidu road,
Mulund-(west), Mumbai- 400080.

hereinafter referred to as "the Purchaser" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include in case of individuals his/her/their heirs, executors, administrators, in case of firm, the partner or partners for the time being of the said firm, the survivor or survivors of them and the heirs, executors and administrators of the last surviving partner and in case of a company its successors and permitted assigns) of the Other Part:

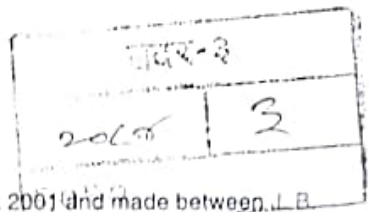
For The Registrar
 Authorized Signatory
 THE REGISTRAR
 OFFICE OF THE REGISTRAR
 MUMBAI
 11934
 15522
 305801-85505
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WHEREAS:

- (a) J. B Advani and Company Pvt. Ltd. (being the successor-in-title of J. B. A. Printing Inks Ltd) was absolutely seized and possessed of or otherwise well and sufficiently entitled to the land hereditaments and premises at Lal Bahadur Shastri Marg, Bhandup, Mumbai, admeasuring approximately 35,840.10 sq. mtrs of land (hereinafter called "the entire property")
- (b) Under an Indenture of Lease dated the 1st day of August 1998 (hereinafter referred to as "the said Lease"), the J. B Advani and Company Pvt. Ltd. along with JBA Printing Inks Ltd., (hereinafter called "JBA") demised in favour of BASF Industries Private Limited (hereinafter referred to as "BASF") all that piece of land, hereditaments and premises situate lying and being at Lal Bahadur Shastri Marg, Bhandup, Mumbai in the Registration Sub-District and District of Mumbai City and Mumbai Suburban admeasuring 9323.625 sq mts or thereabouts bearing CTS No. 216 (part) together with the original structure and additional structures constructed by JBA thereon and more particularly described in the Second Schedule thereunder written (therein and hereinafter for the sake of brevity referred to as "the demised premises") being a portion of the entire property for the term of 2 (two) years commencing from the 1st day of August, 1998 with an option to BASF to renew the said lease for further period or periods and paying therefore during the said term the monthly rent and municipal taxes and on the covenants and conditions as therein contained;
- (c) By an Agreement for Sale dated 29th October 1998 and made between the J. B. Advani & Company Pvt. Ltd. (therein called "JBCL") of the First Part, JBA Printing Inks Limited (therein called JBA) of the Second Part and BASF (therein called BIN) of the Third Part, JBCL and JBA Printing Inks Limited inter alia agreed to sell and transfer unto BASF the printing ink business of JBA situate on the said land hereditaments and premises at L.B.S. Marg, Bhandup, Mumbai and more particularly described in the Second Schedule thereunder written and the movable plant and machinery and other movables lying in the said land hereditaments and premises at or for the consideration and on the terms and conditions therein set out;
- (d) The period under the hereinbefore recited Indenture of Lease dated 1st day of August 1998 expired on 31st July 2000 and by an Indenture of Lease dated 21st day of August 2000 made between J.B Advani and Company Pvt. Ltd. (therein called as "the Lessor") of the One Part and BASF (therein called "the Lessees") of the Other Part, the said Lease dated 1st day of August 1998 was inter alia renewed for a further period of one year at the same rent and on the same terms and conditions as therein contained, which lease expired on 31st July 2001;



- (e) By an Indenture of Lease dated 1st day of August 2001 and made between J. B. Advani & Company Private Limited (therein called the Lessors) of the One Part and BASF (therein called the Lessees) of the Other Part, the said Lease dated 1st day of August 1998 was inter alia renewed for a further period of one year at the same rent and on the same terms and conditions therein contained;
- (f) By an order dated 20th December 2000 made by the High Court of Judicature at Bombay in its Ordinary Original Civil Jurisdiction the Court sanctioned the Scheme of Amalgamation whereby the entire business and undertaking of JBA Printing Inks Limited including all the rights, privileges, powers and authorities and all properties, moveable and immoveable without any further act or deed were deemed to have been transferred or vested in J. B. Advani & Company Private Limited with effect from 1st April 2000 and accordingly J. B. Advani & Company Private Limited became the successors in title of the said JBA Printing Inks Limited;
- (g) J. B. Advani & Company Private Limited made necessary application to the authorities concerned, for proper sub-division of the said entire land described in the First Schedule thereunder written and the same was sanctioned by the Brihan Mumbai Mahanagarpalika vide its Order No.CE/136/BPES/LOS dated 27th August, 2001 and dated 6th November 2001;
- (h) On an Application made to the Appropriate Authority at Bombay under the provisions of Section 269UC of The Income Tax Act, 1961, the Appropriate Authority issued its No Objection Certificate for sale and transfer of all that piece of land (i) admeasuring 8291.36 sq mts bearing C.T.S. No. 216 B (as per city survey records 8300.1 sq.mtrs.) which is shown in red colour being Sub-divided Plot B and (ii) plot admeasuring 427.00 sq mts which is shown in colour Green as per the Municipal approved sub-division plan sanctioned under CE/136/BPES/LOS dated 27th August,2001 and 6th November,2001 being part of Plot C shown thereon and which forms part of C.T.S. Nos. 216 C of village Bhandup, B.S.D. Mumbai situate at L.B.S. Marg, Bhandup (West) including the existing buildings marked as 1,2,3,4 and 5 on the Municipal approved sub-division plan and the MPC hereditaments etc. therein (hereinafter referred to as "the said property") more particularly described in the First Schedule hereunder written at or for the consideration mentioned therein.
- (i) Accordingly, the plot more particularly described in the First Schedule hereunder written and forming part of the said entire property has since then sub-divided as per the municipal sub-division regulations.

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- (j) By an Indenture of Assignment of Reversion dated 12th November, 2001 and duly registered with Sub-Registrar, Mumbai under No. BBJ-10457/2001 of Book No. I on 21st November, 2001 between J. B. Advani & Company Pvt. Ltd (therein called Vendors) and BASF (therein called Purchaser) of the other part, the former sold, conveyed and transferred unto and in favour of latter the said property for the consideration and on the terms, conditions and covenants therein contained;
- (k) By and under Conveyance dated 15th May 2006 between BASF (therein referred to as "the Vendor") of the One Part and the Owner (therein referred to as "the Purchaser") of the Other Part and duly registered with the Sub Registrar Kurla-2 Mumbai Suburban District, under serial No. BDR7/2913/2006 on 15th May 2006, the former sold, transferred and conveyed in favour of the latter the said property for the consideration and on the terms and conditions therein mentioned and more particularly described in the First Schedule written hereunder;
- (l) the Owner is developing the said property by constructing a commercial building thereon;
- (m) the Owner has appointed Architectural Consultants Architects, registered with the MCGM and has appointed Rajeev Shah & Associates as Structural Consultants for the preparation of the structural designs and drawings of the building to be constructed on the Plot described in the First schedule hereunder written ("said Plot") and the Owner accepts the professional supervision of the Architects and the Structural Engineers till the completion of the building to be constructed on the said plot known as **FILIX** ("said Building");
- (n) the Owner has got the plans, specifications, elevations, sections and other details of the building duly approved and sanctioned from the Municipal Corporation of Greater Mumbai (hereinafter called "the MCGM") and has obtained Commencement Certificate bearing No. CE/1114/BPES/AS;
- (o) while sanctioning the said plans the MCGM has laid down certain terms, conditions and restrictions which are to be observed and performed by the Owner while developing the said property and upon due observance and performance of which only the Occupation and Completion Certificates in respect of the building shall be granted by MCGM;
- (p) the Purchaser demanded from the Owner and the Owner has given inspection to the Purchaser of all the documents relating to the said property, the Approved plans, specifications prepared by the Owner's Architects and such other documents which are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer)



Handwritten signature: N. S. Shah

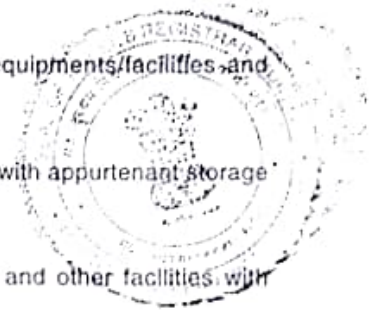
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Act, 1963, (hereinafter referred to as "the said Act") and the rules made there under and the Purchaser is fully satisfied with the title of the Owner in respect of the said property and the Owner's right to allot the various premises in the building to be constructed on the said property;

(q) the copy of the Certificate of Title issued by Arjunlal M. Chhabria, copy of the P. R. Card, copy of the Commencement Certificate and copy of the Plan in respect of the premises agreed to be purchased by the Purchaser has been annexed hereto and marked as **Annexure 'A', 'B', 'C' & 'D'** respectively;

(r) It is contemplated by the Owner that the said Building will consist of the following Units:-

- (i) a basement for car parks, for infrastructural equipments, facilities and storage;
- (ii) shops/showrooms at ground and first floor level with appurtenant storage in the section of basement,
- (iii) a banquet hall with pre function area, kitchen and other facilities with appurtenant storage in the section of basement.
- (iv) restaurant at second floor level;
- (v) office premises from 4th floor till tenth floor level;
- (vi) level parking facilities at A, B, C & D level;



(s) the Purchaser applied to the Owner for allotment to the Purchaser of **Office/Shop/Showroom/Banquet Premises/Restaurant Premises No. 505** on 5th floor in the said building (hereinafter referred to as "the said premises");

(t) the Owner has agreed to sell and allot to the Purchaser the said premises on Ownership basis and the Purchaser agrees to purchase the same for the total consideration of Rs. 36,07,500/- (Rupees Thirty Six lakhs - Seven thousand five hundred only only) and on the terms and conditions as hereinafter appearing;

(u) under Section 4 of the said Act, the Owner is required to execute a written Agreement for Sale of the said premises to the Purchaser, being in fact these presents and also to get the same registered under the Indian Registration Act;

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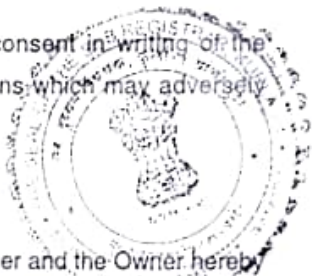
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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1. NO VARIATION IN PLANS:

The Owner shall construct the said building known as **FILIX** consisting of basement, ground and 10 or more upper floors on the said plot in accordance with the plans, designs, specifications approved by the concerned local authority and which have been seen and approved by the Purchaser with only such variations and modifications as the Owner may consider necessary or as may be required by the concerned local authority/ the Government to be made in them or any of them:

Provided that the Owner shall have to obtain prior consent in writing of the Purchaser in respect of such variations or modifications which may adversely affect the premises of the Purchaser.



2. AGREEMENT:

The Purchaser hereby agrees to purchase from the Owner and the Owner hereby agrees to sell to the Purchaser **Office/Shop/Showroom/Banquet Premises/ Restaurant Premises No. 505** of carpet area admeasuring 66.54 Sq. mtrs. equivalent to 716 Sq.ft. (inclusive of area of balconies, if any) on 5th floor and _____ no. of car parking space at _____ level admeasuring _____ Sq.mtrs. equivalent to _____ Sq.ft. of carpet area as shown in the floor plan thereof hereto annexed and marked as **Annexure "D"** in the building known as **FILIX** (hereinafter referred to as "the said premises") for the price of Rs. 36,07,500/- (Rupees Thirty six lakhs seven thousand five hundred only) including the proportionate price of the "Common areas and facilities" appurtenant to the premises, the nature, extent and common areas and facilities which are more particularly described in the Second Schedule hereunder written.

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3. PAYMENT:

3.1. The Purchaser has paid to the Owner a sum of Rs. 23,44,875/- on or before the execution of this agreement and agrees to pay the balance sum of Rs. 12,62,625/- in the following manner:

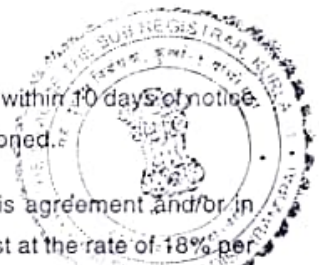
- (i) On Completion of Plinth Rs. _____/-
- (ii) On Completion of 2nd Slab Rs. _____/-
- (iii) On Completion of 4th Slab Rs. _____/-

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Rs. 0.90	/-

- (iv) On Completion of 7th Slab Rs. _____/-
- (v) On Completion of 10th Slab Rs. _____/-
- (vi) On Completion of Terrace Slab Rs. 3,60,750/-
- (vii) On Completion of Brick Work & Plaster Rs. 3,60,750/-
- (viii) On Completion of Lift & façade work Rs. 3,60,750/-
- (ix) On completion of the building and against the Owner offering to hand over possession of the said premises to the Purchaser. Rs. 1,80,375/-

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- 3.2. The aforesaid payments shall be made by the Purchaser within 10 days of notice in writing by the Owner to be given as hereinafter mentioned.
- 3.3. Without prejudice to the Owner's other rights under this agreement and/or in law, the Purchaser agrees to pay to the Owner an interest at the rate of 18% per annum on all the amounts which become due and payable by the Purchaser to the Owner under the terms of this Agreement from the date the said amount is payable by the Purchaser to the Owner until the date such outstanding amount is received by the Owner.

4. OBLIGATIONS OF OWNER:

4.1. The Owner has commenced the construction of the said building in accordance with the plans, designs, specifications that may be approved by the MCGM and with only such variations and modifications as the Owner may consider necessary and/or convenient and/or as may be required by the MCGM and/or any other concerned authority/s (hereinafter referred to as "Sanctioning Authorities") to be made by them. The Owner shall be entitled to make such changes in the building plans as the Owner may from time to time determine and as may be approved by the Sanctioning Authorities and the Purchaser hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser to the Owner carrying out such changes in the building plans.

It is however expressly agreed that the Owner shall obtain prior consent in writing from the Purchaser in respect of the variations or modifications, which may affect the area of the said premises.

4.2. The Owner hereby agree to observe, perform and comply with all the terms and conditions, stipulations and restrictions, if any, which may have been imposed

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

by the Sanctioning Authorities at the time of sanctioning the said plans or thereafter and shall before handing over possession of the said premises to the Purchaser, obtain from the concerned Authority the occupation certificate in respect of the said premises.

4.3. The Owner hereby declares that the Floor Space Index available in respect of the said plot is approx. 15870.25 sq. mtrs only (which is inclusive of TDR) and that no part of the said Floor Space Index has been utilized by the Owner else where for any purpose whatsoever. In case the said Floor Space Index has been utilized by the Owner elsewhere, then the Owner shall furnish to the Purchaser all the detailed particulars in respect of such utilization of said Floor Space Index by it. In case while developing the said plot the Owner has utilized any Floor Space Index of any other land or property by way of floating Floor Space Index, then the particulars of such Floor Space Index shall be disclosed by the Owner to the Purchaser.



5. DEFAULT BY THE PURCHASER AND THE CONSEQUENCES:

- 5.1. On the Purchaser committing default in payment on due date (time being the essence of contract) of any amount due and payable by the Purchaser to the Owner under this Agreement (including the Purchaser's proportionate share of taxes levied by the MCGM and other outgoings) and/or on the Purchaser committing breach of any of the terms and conditions herein contained, the Owner shall be entitled at its own option to terminate this Agreement.
- 5.2. Provided always that the power of termination hereinbefore contained shall not be exercised by the Owner unless and until the Owner shall have given to the Purchaser fifteen days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a 15 (fifteen) days after giving of such notice;
- 5.3. Provided further that upon termination of this agreement as aforesaid, the Owner shall refund to the Purchaser the installments of sale price of the said premises which may till then have been paid by the Purchaser to the Owner but the Owner shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this Agreement and offer of refund of the aforesaid amount by the Owner, (whether acceptable and realised by the Purchaser or not) the Owner shall be at liberty to dispose of and sell the said premises to such person and at such price as the Owner may in its absolute discretion think fit and proper.



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On termination of this Agreement, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Owner or against the said premises.

6. FIXTURE/FITTINGS:

The fixtures, fittings and amenities to be provided by the Owner in the said building and the said premises are those that are set out in **Annexure 'E'** annexed hereto

7. RIGHTS OF OWNER:

7.1. It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the said premises agreed to be sold by the Owner to the Purchaser and all other premises and portion of the said plot shall be the sole property of the Owner and the Owner shall be entitled to develop the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.

7.2. The Purchaser hereby grant his irrevocable authority, permission and consent to the Owner that the Owner shall have the sole and absolute right and authority and shall be entitled to deal with, sell or otherwise dispose off any part or portion of the said building-and/or the said plot including the terraces, basement, parking spaces, open spaces, garden area and to permit the same to be utilised for any purpose. The Owner shall have the absolute right to deal with and dispose off any of the areas in the said property and/or building or appurtenant thereto including the terrace walls, basements for any purpose including but without limitation for the purposes of nursing homes, banks, restaurants, banquet hall, hotels etc. and shall be entitled to obtain change of user thereof at the discretion of the Owner.

7.3. It is hereby expressly agreed that the Owner shall always be entitled to sell the units in the said Building for the purpose of using the same as Guest Houses, Dispensaries, Nursing Homes, Maternity Homes, Shops, Consulting Rooms, Banks, Coaching Classes, Training Centres, Community Halls, Banquet Hall, Restaurant or for any other user as may be permitted by the Sanctioning Authorities and the Purchaser thereof shall be entitled to use the said premises purchased by them accordingly and similarly the Purchaser shall not object to the use of the said units on the said property for the aforesaid purposes by the respective Purchaser thereof.

7.4. If the FSI in the locality is increased in respect of the said plot and/or additional construction is possible on the said plot on account of Transfer of Development Rights available for being utilised or otherwise and/or if the Sanctioning Authorities

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permit the construction of additional floors/wing, then in such event, the Owner shall be entitled to construct such building/s by adding floors vertically or otherwise as per the revised building plans. The Purchaser expressly consents to the same as long as the total area of the said premises is not reduced. This consent shall be considered to be the Purchaser consent contemplated by Section 7 (i)(ii) of the said Act.

- 7.5. The Owner shall always have a right to get the benefit of additional FSI for construction from Sanctioning Authorities and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by Sanctioning Authorities and other competent authorities such additions structures and storeys will be the sole property of the Owner alone who will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and it is expressly agreed that the Owner shall be entitled to put a hoarding or give on lease site for pager station, cell base station and radio station on the said property or on the said building or any part thereof including the terrace and the said hoardings may be illuminated or comprising of neon sign and for that purpose Owner are fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the said building as the case may be and the Purchaser agrees not to object or dispute the same. The Purchaser shall not be entitled to raise any objection or claim or any abatement in the price of the premises agreed to be acquired by him/her/them and/or claim any compensation or damage on the ground of inconveniences or any other ground whatsoever from the Owner.
- 7.6. The Purchaser herein hereby agrees and gives his irrevocable consent to the Owner for carrying out the amendments, alterations, modifications and/or variations to the total scheme of development in respect of the said plot and /or to the further building plans in respect of one or more wing or wings and/or building or buildings to be developed and/or constructed (whether envisaged at present or not). The Purchaser hereby irrevocably agrees not to obstruct and/or raise any objections whatsoever and/or interfere with the Owner for carrying out amendments, alterations, modifications and/or variations as aforesaid.
- 7.7. The Owner shall always have the right and be entitled to purchase and acquire further Transfer of Development Right from the market and consume the same on the said plot and construct additional floors, make alterations and deal with the same in the manner the Owner deems fit and proper and the Purchaser hereby irrevocably consents to the rights of the Owner mentioned above as well as the rights of the Owner to revise and modify the building plans from time to time.

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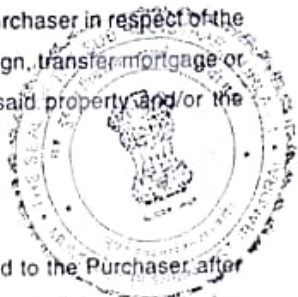
- 7.8. The terrace at 11th floor is common for the Purchaser of office premises from 4th floor level to 10th floor level. It is however agreed by the Purchaser and the Purchaser is fully aware that the only Owner has a right and will be entitled to use the terrace at 11th floor level including parapet wall for any purpose including display of advertisements and sign boards and it is expressly agreed that the Owner shall be entitled to put a hoarding or give on lease site for pager station, cell base station and radio station on the terrace and the said hoardings may be illuminated or comprising of neon sign and for that purpose Owner are fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the said building or on the terrace as the case may be and the Purchaser agrees not to object or dispute the same. This restriction shall be specifically incorporated in the declaration for formation of condominium.
- 7.9. In the event of the Condominium being formed and registered before the sale and disposal by the Owner of all the premises in the said building, the power and authority of the said Condominium so formed or that of the Purchaser and the Purchaser of other premises in the said building shall be subject to the overall authority and control of the Owner in respect of any of the matters concerning the said building, the construction and completion thereof and all the amenities pertaining to the same and in particular Owner shall have the absolute authority and control as regards the unsold premises and the disposal thereof. The Owner shall be liable to pay only the municipal taxes, at actuals, in respect of the unsold premises. In case the Declaration is executed for formulation of Condominium before the disposal by the Owner of all the premises then the Owner shall join in as a member in respect of such unsold premises and as and when such premises are sold, the Condominium shall admit such Purchaser as the member/s without charging any premium or extra payment.
- 7.10. Till the entire scheme of development is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Owner alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Plot and the Purchaser shall have no right or interest in the enjoyment and control of the Owner in this regard
- 7.11. The Purchaser is aware that the Owner (either personally or through its sister concerns or associates) will be developing the said Building in a phase wise manner on such terms and conditions as the Owner may deem fit and shall be entitled to all the benefit of FSI or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Owner

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deem fit and the Owner shall be entitled to grant, offer, upon or in respect of any portion of the said property all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, water, electricity, telephone connections and/or installations and/or other services in the said plot right to use and enjoy all the amenities and facilities provided and/or agreed to be provided in the said property for the more beneficial and optimum use and enjoyment of other areas forming part of the said plot in such manner as may be desired by the Owner and the Purchaser expressly and irrevocably consent/s to the same.

7.12. Provided it does not in any way affect the right of the Purchaser in respect of the said premises, the Owner shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said property and/or the building under construction thereon.



8. POSSESSION:

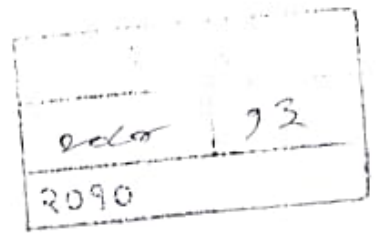
8.1. The possession of the said premises shall be delivered to the Purchaser after the said premises is ready for use and occupation provided all the amounts due and payable by the Purchaser under this Agreement and the Stamp Duty and Registration Charges in respect of the said premises are duly paid by the Purchaser. The Owner expect to give possession of the said premises to the Purchaser on or before 31st Dec 2010.

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8.2. If the Owner fails or neglects to give possession of the said premises to the Purchaser on the above referred date or within any further date or dates as may be mutually agreed between the parties hereto, then in such case the Purchaser shall be entitled to give notice to the Owner terminating this agreement, in which event the Owner shall within three weeks from the receipt of such notice, refund to the Purchaser the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Owner from the Purchaser as installments in part payment in respect of the said premises along with the simple interest at the rate of 9% per annum from the date of receipt till repayment. The Owner shall also pay liquidated damages of Rs.25,000/- in respect of such termination and neither party shall have any claim against the other in respect of the said premises or arising out of this agreement and the Owner shall be at liberty to dispose off the said premises to any other person or persons at such price and upon such terms and conditions as the Owner may deem fit.

Provided that the Owner shall be entitled to reasonable extension of time for giving delivery of the said premises on the aforesaid date, if the completion of the building is delayed on account of :

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- (i) force majeure
- (ii) non-availability of steel, cement, other building material, water or electric supply;
- (iii) war, civil commotion or act of God;
- (iv) any notice, order, rule, notification of the Government or other public, judicial or competent authority;
- (v) other reasonable cause;

8.3. The Purchaser agrees that the return of the payment and the damages mentioned in para 8.2 above constitutes the Purchaser's sole remedy in such circumstances and the Purchaser foregoes any and all his rights to claim against the Owner for any specific performance and/or any losses, damages, costs, expenses or liability whatsoever.



8.4. The Purchaser shall take possession of the said premises within 7 days of the Owner giving written notice to Purchaser intimating that the said premises is ready for use and occupation. Upon the Purchaser taking the possession of the said premises, he shall have no claim against the Owner in respect of any item or work in the said premises which may be alleged not to have been carried out or completed. Upon the Purchaser taking possession of the said premises the Purchaser shall have no claim against the Owner as regards the quality, quantity of building materials used for construction of the said premises or the building in which the said premises is located or the nature of construction, or the design or specifications of the said premises or the building and the materials used in construction of the said building or the said premises.

9. CONDOMINIUM:

9.1 It is also clearly understood and agreed by and between the parties hereto that:

- (a) A Co-operative Society is not intended to be registered and the said Plot described in the First Schedule hereunder written and the said building to be constructed thereon by the Owner are not intended to be transferred to any Co-operative Society.
- (b) The provisions of the Maharashtra Co-operative Societies Act, 1960 are not intended to apply and shall not apply to the said Plot and/or the said building and/or to this Agreement.
- (c) A condominium is intended to be created, as contemplated by the

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Maharashtra Apartment Ownership Act ("the MAO Act") and after the completion of the Development a Declaration will be made by the Owner under Sec.2 of the MAO Act containing therein the provisions and terms and conditions set out in this Agreement, but in keeping with provisions of the MAO Act.

9.2 The Purchaser shall join as a member of the Condominium to be formed at the sole discretion of the Owner and abide by the rules, regulations and bye-laws of the said Condominium and pay to the Condominium such amounts as may be payable by him/her/them. The Purchaser shall occupy the said premises subject to the rules and regulations and bye-laws of the Condominium. The Purchaser shall sign all necessary applications, memorandum, letters, documents and other papers and writings for the purpose of becoming a member of the said Condominium.

9.3 The Declaration to be submitted under the Maharashtra Apartment Ownership Act or other documents in favour of the Condominium shall inter alia contain the following:

- (i) the right of the Owner to sell or otherwise to transfer the additional construction by use of any future FSI/TDR and to appropriate for themselves the entire sale proceeds thereof and the obligation of the Condominium to admit such purchaser of the premises comprised in the new construction as its member without charging any additional amount;
- (ii) the right of the Owner of full and complete access on the said property for the aforesaid purpose;
- (iii) exclusive rights of the Owner, their assigns, nominees in respect of entitlement to put sign boards, hoarding, pager station etc. on the terrace at 11th floor level.

9.4 The Purchaser shall observe and perform all the rules and regulations and bye-laws of the said Condominium on its formation and the additions, alterations and amendments thereof that may be made from time to time for protection and maintenance of the building and the premises therein and for the performance and observance of Building Rules, regulations and bye-laws for the time being of the concerned local authority, government or public bodies. The Purchaser shall also observe and perform all the terms and stipulations laid down by the Condominium regarding occupation and use of the said premises and shall pay outgoings in accordance with the terms of this Agreement.

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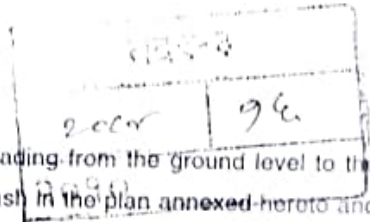
10. COMMON AREAS AND RESTRICTED AREAS:

10.1 It is expressly agreed that the Purchaser shall be entitled to the common areas and facilities appurtenant with the said premises and the nature, extent and description of such common areas and facilities is set out in the Second Schedule hereunder written. It is hereby agreed that the Owner has the exclusive right of allotment of different areas, parking spaces, garden area, basement, terraces, open spaces or otherwise and other spaces within the said plot to one or more person/s of its choice. It is hereby agreed that the areas mentioned in the Second Schedule written hereunder under the heading Common Areas and Facilities only shall be common facilities and the Owner shall be entitled to declare all other areas as restricted or reserved areas and facilities including those mentioned in the Third Schedule hereunder written and alienate and dispose off the same in such manner as the Owner think fit and proper.

10.2. It is specifically agreed and understood between the parties as follows:-

- (i) The said Building consists of a Banquet Hall premises at ground floor level shown in yellow colour wash in the plan annexed hereto and marked **Annexure "F"**, (said "Banquet Premises"). Garden area shown in Green colour wash in the plan annexed hereto and marked **Annexure "F"** is appurtenant to the said Banquet Premises and the same shall be married to the said Banquet Premises and shall be for the exclusive use, occupation and enjoyment of the Owner and occupier of the said Banquet Premises.
- (ii) The Purchasers of the offices from 4th to 10th floors will be entitled to use the Drive way shown in blue colour wash leading to ramp upto the entrance lobby of the building shown in orange colour wash in the plan annexed hereto and marked **Annexure "F"**. The user of restaurant premises will be entitled to use Drive way shown in blue colour wash to access the ramp for reaching parking facilities at level "C" for parking their vehicles during the usage of restaurant.
- (iii) The Purchasers of shops/showroom at ground floor and first floor level and restaurant at second floor level will be entitled to the exclusive use of the ramp leading from the ground level to the basement as shown in Purple colour wash in the plan annexed hereto and marked **Annexure "F"**. The basement car park shown in yellow colour wash in the plan annexed hereto and marked **Annexure "G"** is exclusive, appurtenant and married to the shops/showrooms and restaurant;
- (iv) The Purchasers of Banquet Premises will be entitled to use exclusively the drive way shown in Brown colour wash in the plan annexed hereto and marked **Annexure "F"**. The Purchaser of Banquet premises at ground floor level will be

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entitled to the exclusive use of the ramp leading from the ground level to the basement as shown in light green colour wash in the plan annexed hereto and marked **Annexure "F"**. The entire basement car park shown in Blue colour wash in the plan annexed hereto and marked **Annexure "G"** is exclusive, appurtenant and married to banquet premises. There is a storage area in the basement below the Banquet premises shown in green colour wash in the plan annexed hereto and marked as **Annexure "G"** which is exclusive, appurtenant and married to the Banquet premises;

- (v) The entrance shown in orange colour wash in the plan annexed hereto and marked **Annexure "F"** shall be the entrance only for the use of the office premises on the upper floors and the purchasers of the office premises will not be entitled to use any other entrance save and except the entrance referred above.
- (vi) There are three shops/showrooms at ground and first floor level facing Lal Bahadur Shastri Marg. Entry shown in **Annexure "F"** in Pink colour wash exclusively meant for users of Shops and Showrooms. There is a storage area in the basement below the respective shops shown in Orange colour wash in the plan annexed hereto and marked as **Annexure "G"** which is exclusive, appurtenant and married to the respective shops/showrooms for the purpose of storage.
- (vii) There is amenity area on the ground and first floor level which is to be handed over to M.C.G.M.. Entry shown in **Annexure "F"** in green colour wash is exclusively meant for users of amenity area.
- (viii) There is restaurant premises at second floor level. The Terrace area shown in green colour wash in **Annexure "H"** is exclusive, appurtenant and married to the restaurant premises.
- (ix) The car parks for offices i.e. "A" level parking plan and "B" level parking plan with the drive ways are shown in purple colour wash in the plan annexed hereto and marked **Annexure "I"** and **Annexure "J"**. The Purchaser of the offices are entitled to use entrance lobby marked in Orange colour wash.
- (x) The car parks for offices i.e. "C" level parking plan and "D" level parking plan with the drive ways are shown in purple colour wash in the plan annexed hereto and marked **Annexure "H"** and **Annexure "K"**. The car parks marked in Brown colour wash at level C are earmarked for users of restaurant located at second floor level.
- (xi) The office premises from 4th to 10th floor have Air Handling Units (AHUs) for the purpose of installation of air conditioners. The respective AHUs are exclusive, appurtenant and married to the respective office premises.

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- (xii) Terrace shown in Blue colour wash at 10th floor level in the plan annexed hereto and marked **Annexure "L"** is exclusive, appurtenant and married to office no. 1 on 10th floor. Terrace at 11th floor is common for the Purchaser of office premises from 4th floor level to 10th floor level.

11. COVENANTS BY THE PURCHASER:

11.1. The Purchaser shall use the said premises or any part thereof or permit the same to be used only for the purpose of office/showroom/shop/Banquet/ Restaurant as applicable. The Purchaser shall use the car parking space (if allotted) for the purpose of keeping or parking the Purchaser's own vehicle. The Purchaser agrees not to change the user of the said premises without prior consent in writing of the Owner and any unauthorised change of user by the Purchaser shall render this Agreement voidable and the Purchaser in that event shall not be entitled to any right arising out of this Agreement.

11.2. The Purchaser with an intention to bring all persons in whose hands the said premises may come, doth hereby covenant with the Owner as follows:

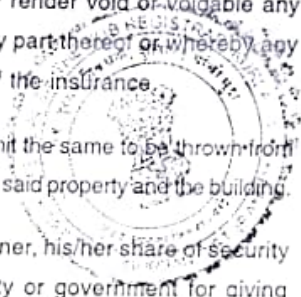
- (a) to maintain the said premises at the Purchaser's own cost in good tenantable repairs and condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the said building, staircase or passage which may be against the rules, regulations or bye-laws of concerned local authority or change/alter or make addition in or to the building or the said premises or part thereof.
- (b) not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the building including the entrance thereof. In case any damage is caused to the said premises or the said building on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach.
- (c) to carry at the Purchaser's own cost all internal repairs to the said premises and maintain it in the same condition, state and order in which it was delivered by the Owner to the Purchaser and not to do or suffer to be done anything in the said premises or the building which is in contravention of rules, regulations or bye-laws of the concerned local public authority.

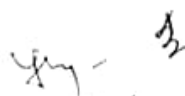
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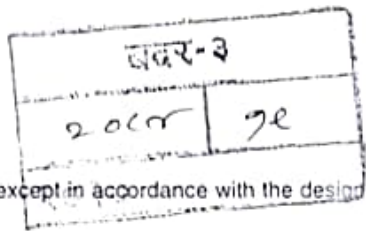
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- (d) not to demolish or caused to be demolished the said premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the said premises or any part thereof nor alter the elevation and outside colour scheme of the said building and to keep the portion, sewers, drain pipes in the said premises and appurtenances thereto in good tenable repair and condition so as to support, shelter and protect other part of the building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC pards or other structural members in the said premises without the prior permission of the Owner and/or the Condominium.
- (e) not to do or permit to be done any act which may render void or voidable any insurance of the said property or the building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance.
- (f) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said property and the building.
- (g) pay to the Owner within 7 days of demand by the Owner, his/her share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the building.
- (h) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the MCGM and/or government and/or other public authority on account of change of user of the said premises.
- (i) not to let, sub-let, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said premises until all the dues payable by the Purchaser to the Owner under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Owner and obtained their prior consent in writing in that behalf.
- (j) till the management of the building is handed over to the Condominium, to allow the Owner, their surveyors and agents at all reasonable time to enter into or upon the said property to view and examine the state and condition thereof.
- (k) not to change the external colour scheme or the pattern of the colour of the said building.
- (l) not to change exterior elevation or the outlay of the building.




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- (m) not to fix any grill to the building or windows except in accordance with the design approved by the Owner.
- (n) Purchaser shall not do or suffer to be done anything on the said plot or the building to be constructed thereon which would be forbidden or prohibited by the rules of the concerned Government authorities. In the event, the Purchaser commit/s any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Owner in that behalf;

These covenants shall be binding and operative even after the formation of the Condominium.

11.3. The Purchaser hereby agrees to grant to the Owner, all the facilities, assistance and co-operation as the Owner may reasonably require from time to time even after the Owner has delivered possession of the said premises to the Purchaser, so as to enable the Owner to complete the scheme of development of the said plot. The Owner shall be entitled to modify, amend, alter, change the lay out of the property by changing the alignment, locations, placement of garden, parking area and other amenities or facilities and shall further be entitled to propose and put up any additional new building or structure – either independent or by way of extension or in continuation or attached to the building under construction in the layout with or without amendment of such layout.

11.4 The Purchaser confirms that the Owner has given full free and complete inspection of documents of title in respect of the said property and the Purchaser confirms that he has entered into this Agreement after inspecting all relevant documents and the Purchaser has inspected the Title Certificate issued by the Owner's Advocates and the Purchaser undertakes not to raise any objection and/or requisition on the title to the said property.

11.5 The Purchaser shall have no claim save and except in respect of the said premises. All other areas including terraces, open spaces, etc. will remain the property of the Owner until the whole of the said Plot is transferred as herein provided subject to the rights of the Owner as contained in this Agreement.

12. OUTGOINGS:

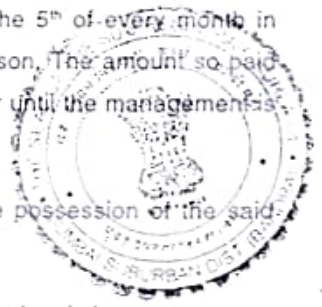
12.1. Commencing a week after notice in writing is given by the Owner to the Purchaser that the said premises is ready for use and occupation, irrespective of whether possession is taken or not the Purchaser shall be liable to pay the proportionate share of the outgoings in respect of the said property and the building namely

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local taxes, betterment charges sub-station & cable cost or such other levies by the concerned local authority and expenses for electricity, water, common lights, repair and salaries of clerks, bill collectors, watchmen, sweepers and all other expenses necessary and incidental to the management and maintenance of the property and building. Until the management of the plot and the building is handed over to the Condominium, the Purchaser shall pay to the Owner such proportionate share of the outgoings as may be determined by the Owner. The Purchaser shall pay to the Owner provisional monthly contribution of Rs. 7770/- towards the outgoings regularly on the 5th of every month in advance and shall not withhold the same for any reason. The amount so paid shall not carry any interest and remain with the Owner until the management is handed over to the Condominium.



12.2 The Purchaser shall on or before the delivery of the possession of the said premises pay to the Owner the following amounts:

- (i) Rs. 10,000/- /- non-refundable for legal charges.
- (ii) Rs. 2,500/- /- non-refundable for Condominium formation charges.
- (iii) Rs. 350/- /- non-refundable for share money, application, entrance fee of the Condominium.
- (iv) Rs. 40,000/- /- non-refundable deposit / expenses towards installation of transformer, cable, electric meter, water meter etc.
- (v) Rs. 93,240/- /- being one year deposit towards proportionate share of taxes, maintenance and other charges

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Rs. 1,46,090/-

12.3 The Owner shall utilize the sum of Rs. 10,000/- referred to in clause No.12.2(i) for meeting all legal costs, charges including the Professional cost of their Advocates for preparing and engrossing this Agreement.

12.4 It is agreed in respect of item No.(ii) to (iv) referred in para No.12.2, the Owner is not liable to render accounts. It is further agreed in respect of item No. (v) referred in Para No. 12.2, the Owner shall hand over the balance of deposit thereof to the

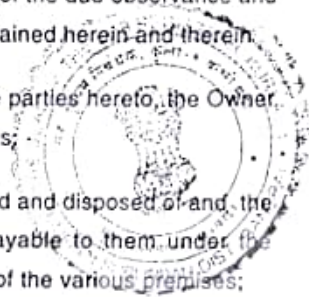
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condominium as aforesaid. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Owner. The aforesaid amount/ deposit shall not carry any interest.

13. FINAL VESTING DOCUMENT:

- 13.1. The Declaration under MAO Act, 1970 shall interalia contain (1) such provisions and covenants as may be necessary for giving effect to the restrictions mentioned herein as well as the restrictions which may be imposed by the Owner for safeguarding its overall interest in the said plot and the said Building (2) a covenant by the Purchaser to indemnify and keep indemnified the Owner against all actions, costs, proceedings, claims and demands in respect of the due observance and performance of the stipulations and restrictions contained herein and therein.
- 13.2. Unless it is otherwise agreed to by and between the parties hereto, the Owner shall not be called upon to form Condominium unless:
- (i) all the said units in the entire Building have been sold and disposed of and the Owner has received full consideration or dues payable to them under the Agreements for Sale with the respective Purchaser of the various premises;
 - (ii) The Owner has fully utilized the Floor Space available from the said property and/or have fully utilized the increased FSI available by any change in the Development Control Regulations and/or has fully utilized the TDR or Floor Space available in respect of the said property as a receiving plot as the case may be, and/or that Occupation Certificate or the Building Completion Certificate have been received from the Municipal Corporation of Greater Mumbai,
- 13.3. Advocates for the Owner shall prepare and/or approve, as the case may be, the Declaration to be submitted under the Maharashtra Apartment Ownership Act, Deeds of Apartments or any and all other documents to be executed. All costs, charges, expenses including stamp duty, registration charges and expenses in connection with the preparation and execution of the Declaration and other documents and formation and registration of the Condominium shall be borne and paid by all the Purchaser of the various premises in the said building and/or Condominium on its formation. Such amount shall be kept deposited by the Purchaser with the Owner at the time of taking the possession of the said premises and shall, until utilisation, remain with the Owner.
- 13.4. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said premises or of the said property or building or any part thereof.



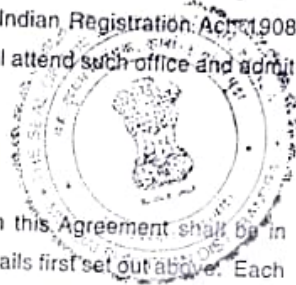
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13.5 Unless it is otherwise agreed to by and between the parties hereto the Owner shall, within 4 months of the formation of Condominium as aforesaid transfer to the respective premises purchasers, their respective premises together with undivided interest in the common areas and facilities including the said plot and such deed of apartment shall be in keeping with the terms, and provisions of this agreement.

14. STAMP DUTY AND REGISTRATION:

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser. The Purchaser shall at his/her/their cost and expenses, lodge this Agreement before the concerned Sub-Registrar of Assurances within the time prescribed by the Indian Registration Act, 1908 and after due notice on this regard the Owner shall attend such office and admit the execution thereof.



15. NOTICES:

Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details first set out above. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent through registered letter, courier service, personal delivery or facsimile date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service facsimile notice shall be the business day after sending of such facsimile.

16. TERRACE:

It is also understood by and between the parties hereto that the terrace space in front of or adjacent to the premises, if any, shall belong exclusively to the respective Purchaser of such premises and such terrace spaces are intended for the exclusive use of such 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 Owner or the Condominium.

17. INDEMNIFICATION BY THE PURCHASER:

The Purchaser shall indemnify and keep indemnified the Owner and hold the Owner harmless against all actions, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Owner directly or indirectly in connection with: (a) the enforcement of or the preservation of any

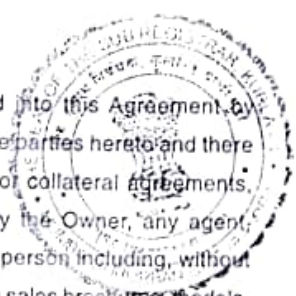
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rights of the Owner under this Agreement; (b) any breach and/or default by the Purchaser in the performance of any and/or all of his/its obligations under this agreement; (c) any injury to any property(ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the Premises and/or the Project and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his/its agents, servants, tenants, guests, invitees and/or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the Restrictions regarding the use and/or occupation of the Premises.

18. GENERAL PROVISIONS

- 18.1 This Agreement and all Annexures as incorporated into this Agreement by reference, constitute the entire agreement between the parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Owner, any agent, employee or representative of the Owner or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the Premises between the parties hereto.
- 18.2 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- 18.3 No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy. Except as otherwise provided herein, the rights and remedies provide in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 18.4 If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several.
- 18.5 All taxes, charges including but not limited to service tax, VAT or any other impositions or levies on account of this transaction or on account of the entire development project or otherwise shall be to the account of the Purchaser alone and the Owner shall not be liable to pay the same. It is clarified that the aforesaid



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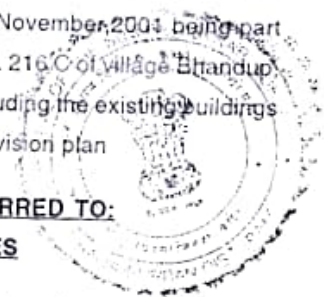
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taxes, impositions etc. shall be payable by the Purchaser over and above the consideration of the said premises and the Owner's decision as regards the quantum of the same shall be final and binding to the Purchaser.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL that piece of land (i) admeasuring 8291.36 sq mts bearing C.T.S. No. 216 B (as per city survey records 8300.1 sq. mtrs) being Sub-divided Plot B and (ii) plot admeasuring 427.00 sq mts as per the Municipal approved sub-division plan sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th November, 2003 being part of Plot C shown thereon and which forms part of C.T.S. Nos. 216 C of village Bhandup B.S.D. Mumbai situate at L.B.S. Marg, Bhandup (West) including the existing buildings marked as 1,2,3,4 and 5 on the Municipal approved sub-division plan



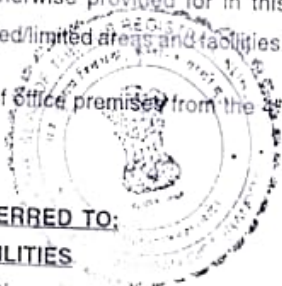
THE SECOND SCHEDULE ABOVE REFERRED TO:
COMMON AREAS AND FACILITIES

- (i) Entrance lobby and foyer of the building for office premises from 4th floor level to 10th floor level.
- (ii) Lifts and Staircases of the building including main landing as applicable to different premises, for the purpose of ingress and egress but not for the purpose of storing or for recreation.
- (iii) The landing is limited for the use of the Purchaser of the premises located on that particular floor and for visitors there to but is subject to means of access for reaching the other floors, available to all Purchaser and visitors.
- (iv) Electric meter and water meter/s connected to common lights, water connections, pump set, etc.
- (v) Over-head water tank located at the 11th floor level with means of access thereto along with the main stair-case of the building and along the lifts to be provided in the said building for the Purchaser of office premises from 4th floor level to 10th floor level.
- (vi) Over-head water tank located at restaurant level on second floor with means of access thereto for the Purchaser of Shop/Showroom/Banquet/Restuarant.
- (vii) Meter rooms at ground floor level

Handwritten signatures and initials:
R
N S Shal

BGR-3	
2090	24

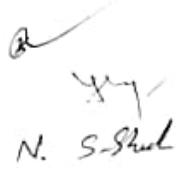
- (viii) sub-station
- (ix) under ground water tank at basement level
- (x) water treatment plant at basement level
- (xi) fire fighting tank at basement level
- (xii) Septic tank, drainage, storm water, drain, electric sub-station if constructed, electrical poles, watch-man cabin, Condominium office, underground water tank (with pumping rooms and other pumping arrangement).
- (xiii) All other items listed in sub-section (f) of Section (3) of the Maharashtra Apartment Ownership Act, 1970 except those which are otherwise provided for in this Agreement or those which are designated as restricted/limited areas and facilities.
- (xiv) Terrace at 11th floor is common for the Purchaser of office premises from the 4th floor level to 10th floor level.



THE THIRD SCHEDULE ABOVE REFERRED TO:
RESTRICTED AREAS AND FACILITIES

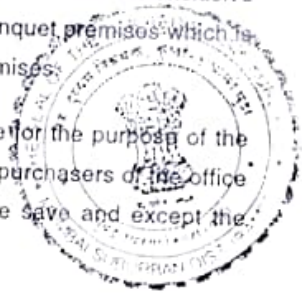
which are restricted only to the units mentioned hereunder

- (i) Car parks will be designated for a Unit and accordingly such Unit Owner will be entitled to the designated car park only.
- (ii) Open Garden area abutting Banquet Hall premises and Open Garden area with fountain is appurtenant to the said Banquet Premises and the same shall be married to the said Banquet Premises and shall be for the exclusive use, occupation and enjoyment of the Owner and occupier of the said Banquet Premises.
- (iii) The drive way along the southern side of the Banquet Premises is for the exclusive use of the Banquet Premises and not for use by any other unit holder in FILIX. The cost of repairing and maintaing the drive way on the southern side will be borne by the Owner of the Banquet premises.
- (iv) The drive way along the north side of the Banquet Premises is for the exclusive use of the owners of office premises and not for use by any other unit holder in FILIX. The cost of repairing and maintaing this drive way will be borne by the Owner of the office premises. User of the restaurant located on second floor will be entitled to the exclusive use of car parks shown in Brown colour wash on level - C.


 N. S. Prud


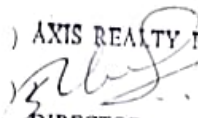
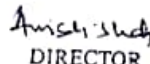
FORM-2	
9/0/0	26

- (v) The Purchasers of shops/showroom at ground floor level and first floor level and restaurant at second floor level will be entitled to the exclusive use of the ramp leading from the ground level to the basement. The basement car park on east side is exclusive, appurtenant and married to the shops/showrooms and restaurant and none of the other unit owner in the building ;
- (vi) The Purchasers of Banquet premises at ground floor level will be entitled to the exclusive use of the basement car parks on west side and none of the other unit owner in the building will be entitled to use the same;
- (vii) The Purchaser of Banquet premises at ground floor level will have the exclusive right and use of storage area in the basement below banquet premises which is exclusive, appurtenant and married to the banquet premises;
- (viii) The entrance lobby of the building facing north shall be for the purpose of the entry to the office premises on the upper floors and the purchasers of the office premises will not be entitled to use any other entrance save and except the entrance referred above.
- (ix) shops/showrooms will have the exclusive right and use of storage area in the basement below the respective shops which is exclusive, appurtenant and married to the respective shops/showrooms.
- (x) Open Garden areas and open terraces abutting Restaurant premises at second floor is appurtenant to the said Restaurant Premises and the same shall be married to the said Restaurant Premises and shall be for the exclusive use, occupation and enjoyment of the Owner and occupier of the said Restaurant Premises.
- (xi) an elevator/lift that services leading from ground floor on east side to the Restaurant premises on second floor. The lift is for the exclusive use of the Restaurant Premises and not for use by any other unit holder in FILIX. The cost of repairing and maintaing the lift will be borne by the Owner of the Restaurant premises.
- (xii) Shops/Showrooms/offices/Banquet premises/Restaurant premises have Air Handling Units (AHUs) for the purpose of installation of air conditioners. The respective AHUs are exclusive, appurtenant and married to the respective premises.
- (xiii) Terrace adjoining office no.1 on 10th floor is exclusive, appurtenant and married to office no.1 on 10th floor.





N. S. Shankar

SIGNED AND DECLARED BY
the withinnamed Owner
AXIS REALTY PVT.LTD.
by the hand of its authorized signatory
in the presence of ...


) [Ketan Pathak]
) AXIS REALTY PVT. LTD
) 
) DIRECTOR
) 
) DIRECTOR

SIGNED AND DELIVERED by
the withinnamed Purchaser
MR SANJAY KANTILAL SHAH
MRS NISHA SANJAY SHAH

) 
) 
) N. S. Shah
) 

in the presence of 




Receipt

Received of and from the
withinnamed Purchaser the sum,
of Rs. 23,44,875/- being the
earnest money paid to us on or
before the execution hereof.

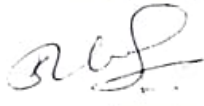
REC-3	
2000	26
2090	

) Rs. 23,44,875/-

WITNESSES:

1. Kalprish Gaswami 
2. Chandrakant Shinde 

WE SAY RECEIVED


Anish Shah
(OWNER)



ANNEXURE 'A'

खतर-३	
2010	2010
Opp. L.S. Office	Opp. L.S. Office
Phone: 242 7558	Phone: 242 7558

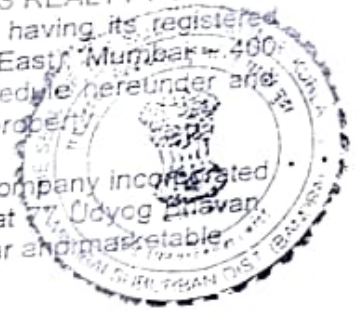
Arjunlal M. Chhabria
 B.A., LL.B.
 ADVOCATE HIGH COURT

Date _____ 200

TITLE CERTIFICATE

I do hereby certify that I have investigated the title of M/s. AXIS REALTY PVT. LTD. a company incorporated under the Companies Act 1956 having its registered office at 77, Udyog Bhavan, Sonawala Road, Goregaon (East), Mumbai - 400 063 of the property more particularly described in the schedule hereunder and have verified the relevant documents in respect of the said property.

In my opinion, the title of M/s. AXIS REALTY PVT. LTD. a company incorporated under the Companies Act 1956 having its registered office at 77, Udyog Bhavan, Sonawala Road, Goregaon (East), Mumbai - 400 063 is clear and marketable.



The Schedule of the Property

All that piece or parcel of land (i) admeasuring 8291.36 sq. meters being C.T.S. No. 216 B (as per city survey records 8300. 1 sq meters) which is shown in red - Colour being sub-divided plot B and (ii) plot admeasuring 427.00 sq. meters which is shown in colour Green as per the Municipal approved sub-division Plan sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th November, 2001 being part of Plot C shown thereon and which forms part of C T S No. 216C of Village Bhandup B.S.D. Mumbai situate at L.B.S. Marg, Bhandup (West), including the existing building marked as 1, 2, 3, 4 and 5 on the Municipal approved sub-division plan and the MPC hereditaments etc.

Date: 13th July, 2006
 Place: Mumbai

Arjunlal M. Chhabria
 Arjunlal M. Chhabria
 Advocate High Court
 Mumbai.

A. M. CHHABRIA
 B.A., LL.B.
 ADVOCATE HIGH COURT,
 15, Bella Vista, S. V. Road,
 Bhandup (W), Mumbai-400 060.

ANNEXURE 'B'
मालमत्ता पत्रक



पत्रक नं. पु.मा.का. -- न.भू.अ. मुलुंड

क्र. क्र.	अपन नं.	शे. नं.	पारणाधिकार	जिल्हा	मुंबई
		८३००१	C	विदर्भरी सरा	न.भू.अ. २१६अ प्रमाणे

क्रमांक	शे. क्रमांक	मिनि पत्रक (भा) / पट्टेदार (ग) किंवा भार (घ)	संशोधक
२००३		[भा.] [मि.जे.बी.आडवानी आणि कं.प्रा.लि.]	के.पट्टर क्र. २१६ प्रमाणे शे. - १९/१९/२००३ न.भू.अ. मुलुंड
२००४	S.I.	भारक मि. बी. ए. एस्. विसु इंडस्ट्रीज प्रा. लि.	के.पट्टर क्र. २१६ प्रमाणे शे. - १९/१९/२००४ न.भू.अ. मुलुंड
२००६	क.पट्टर-७/ २११३/०५ दि.१५/५/०६	भारक एस्.सी.ए. रिजोलीटो प्रा.लि.	के.पट्टर क्र. ३८१ प्रमाणे शे. - १५/०६/२००६ न.भू.अ. मुलुंड



खरी नकाशा -

न.भू.अ. मुलुंड
मुंबई उपनगर जिल्हा

३०३ ५-३५००

सर्वी सत्यम विभागात १६१६०६ नपकास लुकास
नपकास लुकास विभागात १६१६०६ कागस की
नपकास विभागात १६१६०६ लुकास लुकास व.
खरी नपकास

२०२१३ १६१६०६

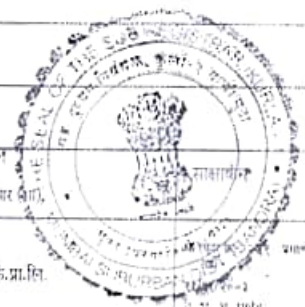
पुणे न.भू.अ. मुलुंड

मालमत्ता पत्रक

द्वार-३
२०८८
३०
मि.सू.अ. मुंबई उपनगर जिल्हा
राज्यपालक वैद्यकीय अधिकारी, मुंबई उपनगर जिल्हा
राज्यपालक वैद्यकीय अधिकारी, मुंबई उपनगर जिल्हा



भा.सू.अ. मालमत्ता पत्रक
क्र. नं. २५१२.२
श्रेणी C
वीनशेती मारा
न.सू.अ. २१५ अ प्रमाणे.



व्यवहार	छात्र प्रमाणिक	वैद्यन धारक (भा) एवंचर (प) किय मार श्रेणी	न.सू.अ. मुंबई उपनगर जिल्हा
२००३ मा. जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील आदेश क्र. सी / धार्या २४ / एकत्रिकरण/पोटकिभाग/एस आर ३१४ / दिनांक २४/७/०३ व इकाडील मो.र.न. १२३अ/०३ नुसार न.सू.अ. २१५क ची ऑनमिटी ओपन स्पेस करीता स्वतंत्र मिळकत पत्रिका उघडली व भारकाचे नाव कायम ठेवले.		भा. मो.जे.बी.आडवानी आणि कं.प्रा.लि.	मो.जे.बी.आडवानी आणि कं.प्रा.लि. २१/०५/२००५ न.सू.अ. मुंबई
१०१/२००१ दुय्यम निर्बंधक मुंबई यांचे कडिल र. द. क्र. बखल १०४५७/०१ चे असाईनमेंट ऑफ रिकरडनास.	इकाडील आदेश क्र. न.सू.अ.मुंबई/ न.सू.अ. २१५क/०५ दि.२४/४/०५ चे आदेश.	भारक मो.वि.ए.एस.एच. इन्स्टीट्यूट प्रा.लि. मो.सू. ४२७.० चौ.मी.	भारक मो. २४/४/०५ २१/०५/२००५ न.सू.अ. मुंबई
१०१/२००६ राह. दुय्यम निर्बंधक कुर्ला-२ मु.उ.जि. यांचेकडील नोंदणी-कृत दस्त र. १२११११११०/- अन्यथे खरेदी देणार चौ. ए. एस.एच. गांठी खरेदी दिल्याने ४२७.० चौ.मी. क्षेत्रास खरेदी देणार यांचे नावाची नोंद घेतली.	क्र.बदर-७/ २९१३/२००६ दि.१५/५/२००६	भारक एम.सी.एस. रिग्लोटी प्रा.लि. मो.सू. ४२७.० चौ.मी.	भारक मो. २९/१३/२००६ १५/०५/२००६ न.सू.अ. मुंबई

मालमत्ता पत्रक - जारी नकारेल - न.सू.अ. मुंबई उपनगर जिल्हा

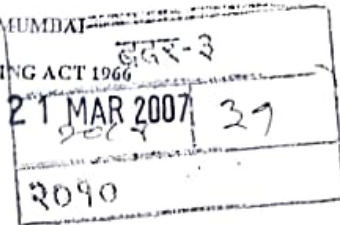
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मालमत्ता पत्रक दिनांक २६/०५/०६ मारक वकी
मालमत्ता पत्रक दिनांक २६/०५/०६ मारक वकी
मालमत्ता पत्रक दिनांक २६/०५/०६ मारक वकी
मालमत्ता पत्रक दिनांक २६/०५/०६ मारक वकी

Gen. 135 - 2000 - ②

VALID UPTO 20 MAR 2008

MUNICIPAL CORPORATION OF GREATER MUMBAI
 FORM 'A'
 MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966
 No. CFV 1117 /BPES/AS

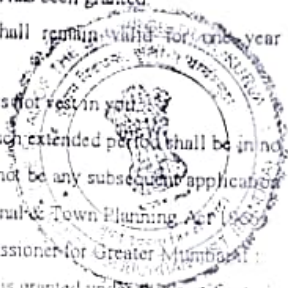
COMMENCEMENT CERTIFICATE

To, Ms. Axis Realty Pvt. Ltd.

Sir,

With reference to your application No. 1734 dt. 22/9/2006 for Development Permission and grant of Commencement Certificate under Section 45 and 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building No. _____ on plot No. _____ C.T.S. No. 216-B-L-216-COP(Divn.) Village / Town Planning Scheme No. Bhandrup situated at Road / Street L. B. S. Marg, Bhandrup Ward S the Commencement Certificate / Building permit is granted on the following conditions :-

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



7) The conditions of this certificate shall be binding not only on the executors, assignees, administrators and successors and every person who shall exercise the powers and functions of the planning Authority under the Act. The Municipal Commissioner has appointed Shri V. J. Jeyaganesh Engineer to exercise his powers and functions of the planning Authority under the Act.

The C.C. is valid upto 20 MAR 2008

C.C. upto Basement top

कार-3	
नं. 32	32
20	

For and on behalf of
The Municipal Corporation

Executive Engineer (Building)
Eastern Suburbs
FOR

CE/1114/BPES/IAS 21 APR 2008

Full c.c. for portion 'x' marked on plan per approved amended plans dt 20-2-08.



Signed 21/4/2008
Executive Engineer Building Progress
(Eastern Suburbs)

CE/1114/BPES/IAS 12 JUN 2008

c.c. upto 5th floor as per approved amended plans dt 20-2-08

CE/1114/BPES/IAS 10 FEB 2009
The Municipal C.C. is issued subject to the conditions of Court in the No. 17 of 2008 and Section 17 of 2004 Act 2008. This C.C. is issued and shall not create any third party interest as regards the additional 0.33 FSI.

c.c. up to 6th floor as per approved amended plans dt 20-2-08

Signed
Executive Engineer Building Progress
(Eastern Suburbs)

CE/1114/BPES/IAS 19 SEP 2009

Full c.c. as per approved amended plans dt 20-2-08

CE/1114/BPES/IAS 7 JAN 2010

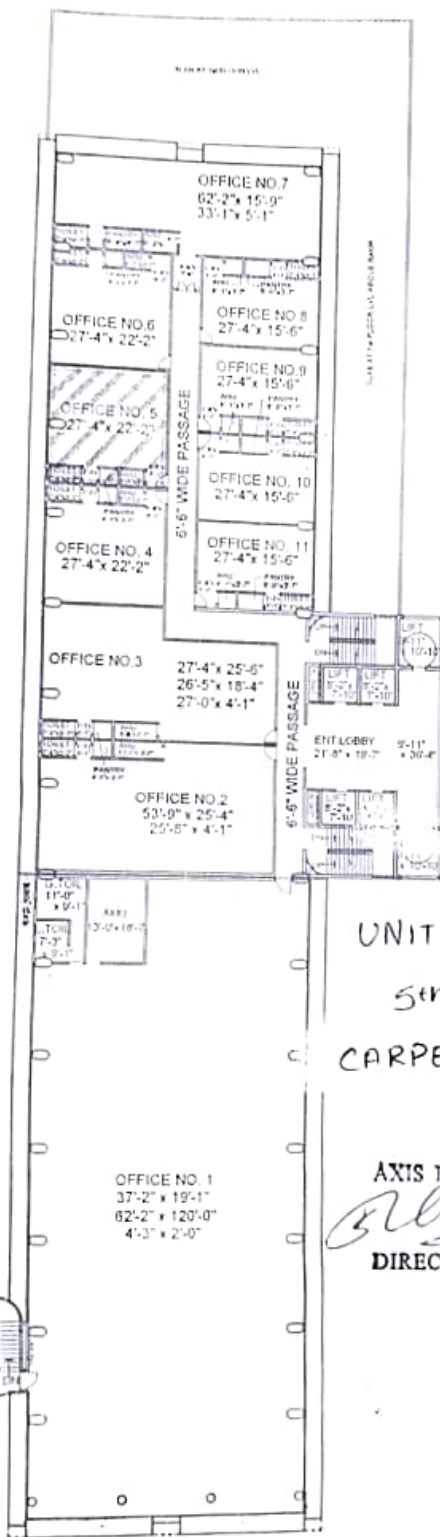
Full c.c. as per approved amended plans dt 20-2-08

ARCHITECTURAL OFFICER
Signed

'ANNEXURE - D'

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

ब्लॉक-3	
2018	33
2090	



S.K.L.
N. S. Shah



PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

UNIT NO. 505
5th floor
CARPET AREA : 716 sqft.

AXIS REALTY PVT. LTD.

[Signature]
DIRECTOR

[Signature]
DIRECTOR

TYPICAL FLOOR PLAN
(4th to 6th, 8th & 9th)

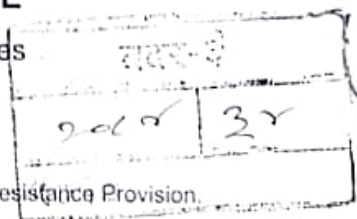
32

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

N. S. Shah

Annexure - E

List of Amenities



General

- R.C.C. frames structure as per code with Earthquake Resistance Provision.
- External Walls 9" X 6" in Bricks and Block.
- 4" X 6" thick Internal wall with cement / neeru plaster.
- External sand face plaster.

Staircase

- Tread and riser in Kotah / marble finish.

General Surrounding

- Entire open area paved with Pavers / Tiles.
- Compound wall on all three sides.
- Barricade in front entrance with watchman cabin's.
- Intercom & Security System.
- Separate water tanks for flushing, drinking & fire fighting.



For Shops & Restaurant

- Decorative grand front finish in glass & ACP for shopping and restaurant.
- Exclusive glass external elevator for restaurant. (OTIS/similar make.)
- Decorative Internal elevator (OTIS/ similar make) for shopping and Restaurant.
- Ample separate car parking in basement with separate entrance & exit.
- Generator for essential lighting, elevators and water pumps.
- Water proofing for restaurant's open terrace.

For Banquet

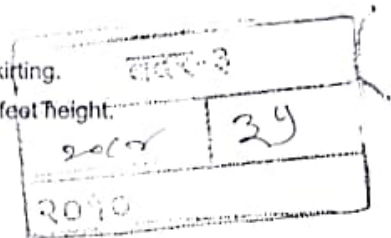
- A separate exclusive elevator for banquet (OTIS/Similar make.)
- Ample car parking in basement separately earmarked.
- Generator for essential lighting, elevator and water pump.
- Attractive facade in glass / A.C.P. / stone finish.
- A exclusive separate entrance for banquet facility.

For Offices

- Exclusive separate entrance for the office building.
- Exclusive car parking podium on four levels.
- A generator for essential lighting, elevator and water pumps.
- Six elevators (OTIS/ Similar make)
- Each unit will be provided with SPDB / Telephone and cable point.
- Security cabin near front gate.
- All units will have individual 3 phase meter.

Flooring

- Ceramic / Vitrified tiles will be provided in entire unit with skirting.
- Ceramic / Glazed tiles bathroom flooring and dado up to 7 feet height.
- Lift lobby with Marble / Granite flooring and dado.



Plastering

- Internal walls will be plastered with Neeru finish. External walls will have sand faced plaster.

Painting

- Internal walls will be painted in OBD / plastic paint.
- External walls will be painted with Tex paint.
- Staircase and lobby area will be finished with first quality Tex paint.

Doors

- The main door will have number plate & locks.
- The door will be hot pressed, phenol bonded flush door and inside surface will have marine ply.
- The door will be painted on both sides in enamel / plastic paint and it will have mortised lock, lockable from inside.

Bathroom

- The bath room door will have Marble Frame.
- The door shutter will be 1/2 inch glass with locking fitting.
- 1st quality sanitary W.C. and Washbasin ware of Hindustan / Cera make.
- Jaguar C.P. Fittings.
- C.P. accessories as applicable.



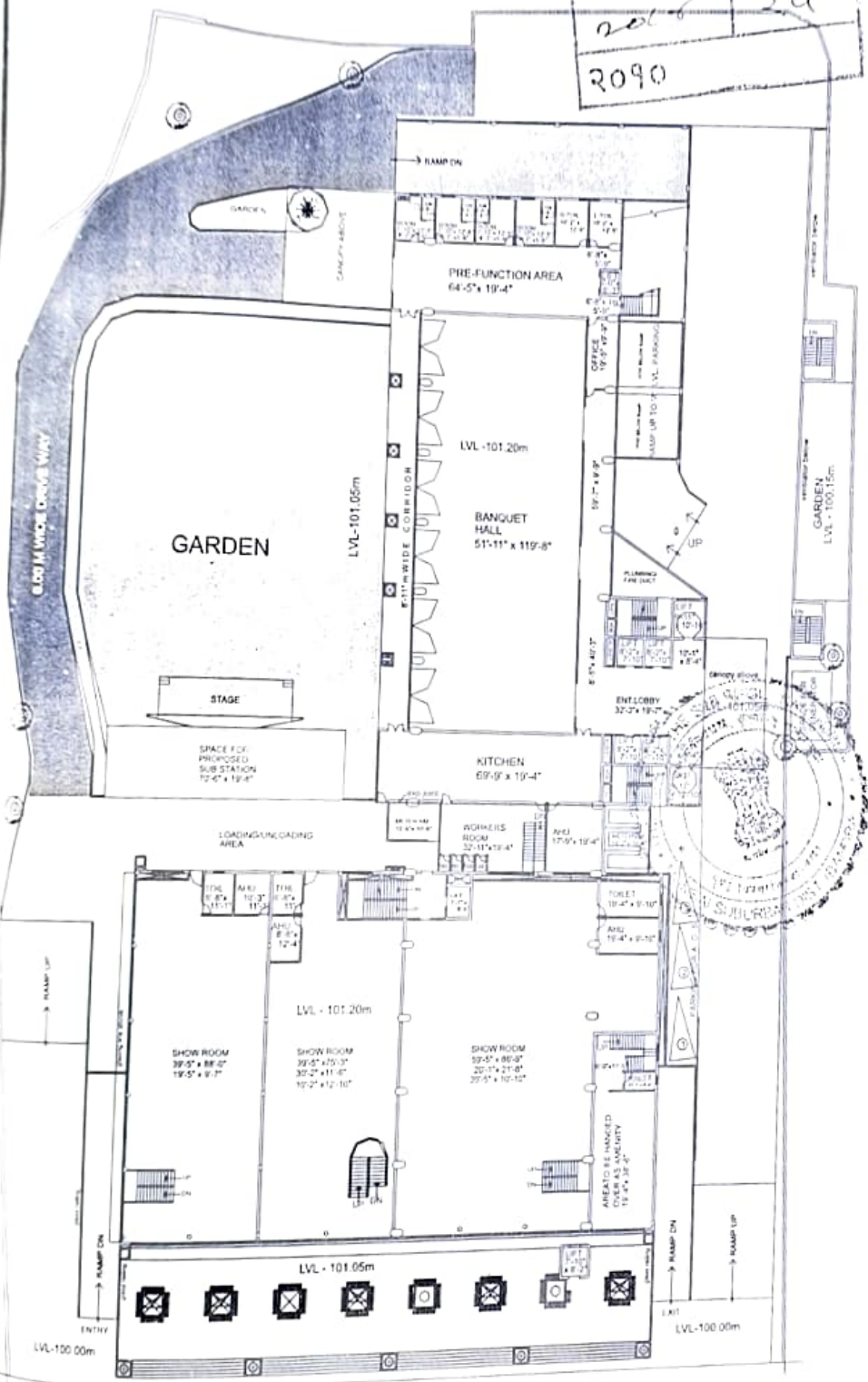
Pantry

- Granite platform with stainless steel sink.

~~SAT~~ 1/2
N. S-Block
R
34

ANNEXURE - F

बहर-3
2016
36
2090

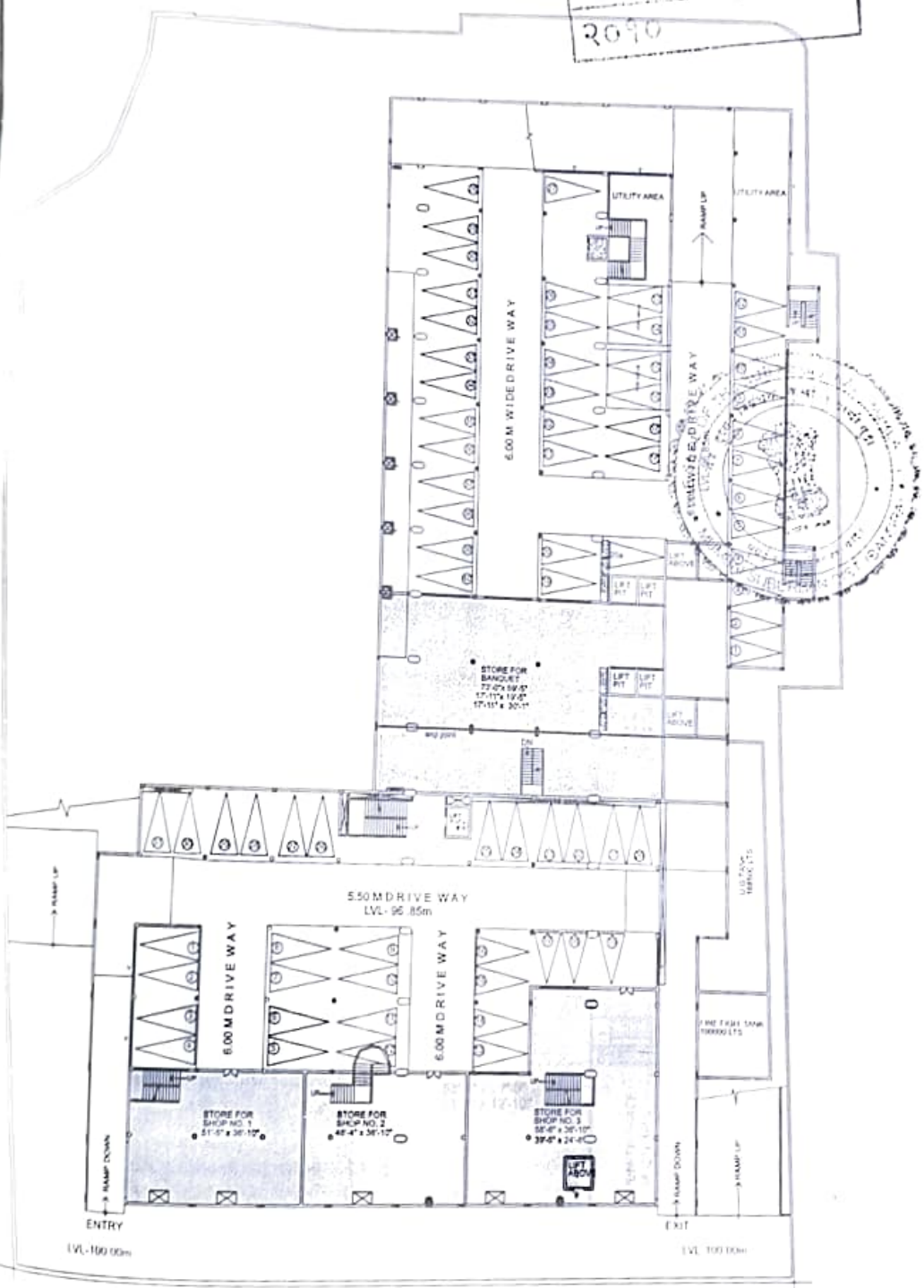


LAL BHABHUR SHASTRI MARG
GROUND FLOOR PLAN

36

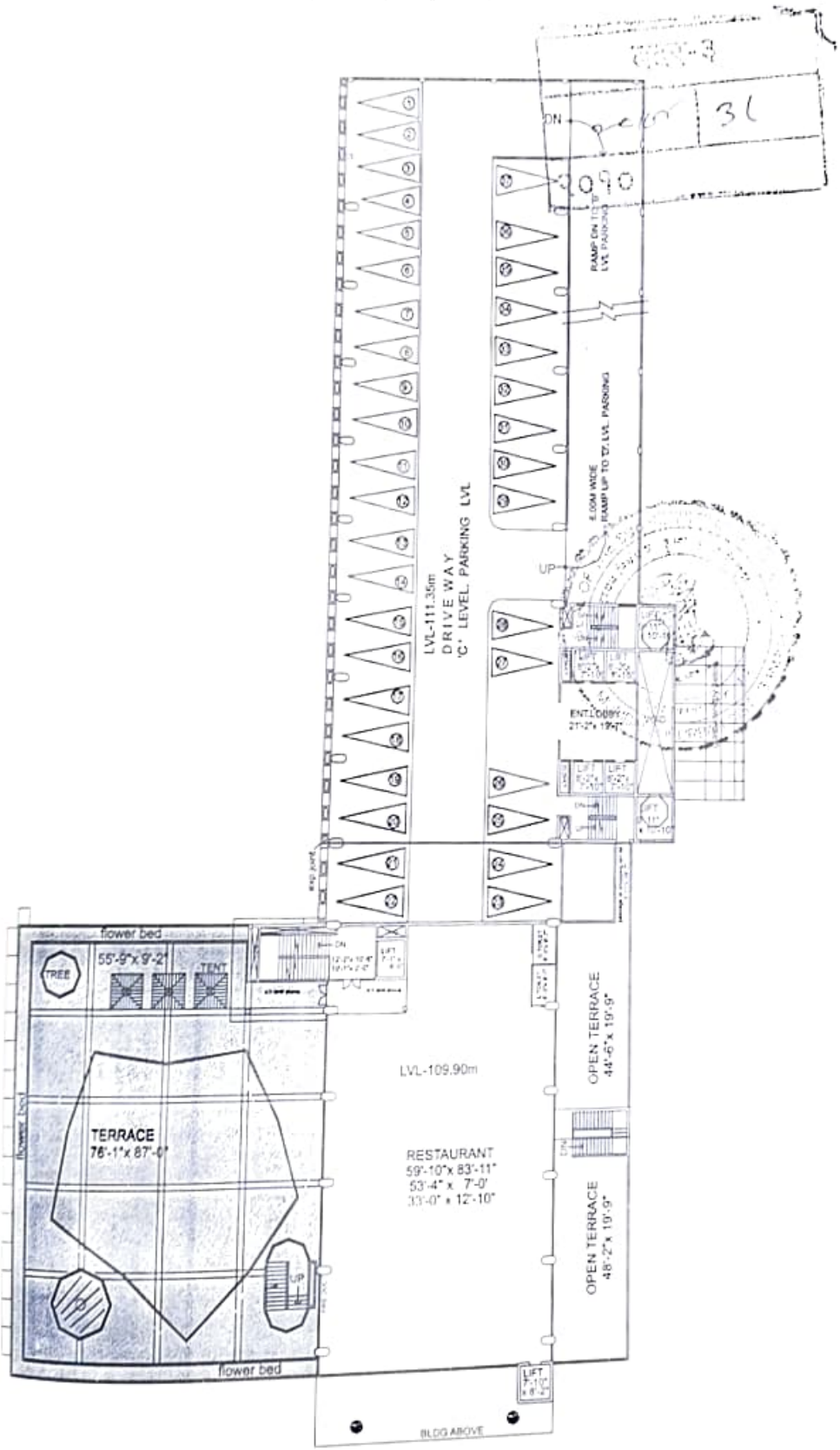
ANNEXURE - G

2090
 2000 30
 2000 30



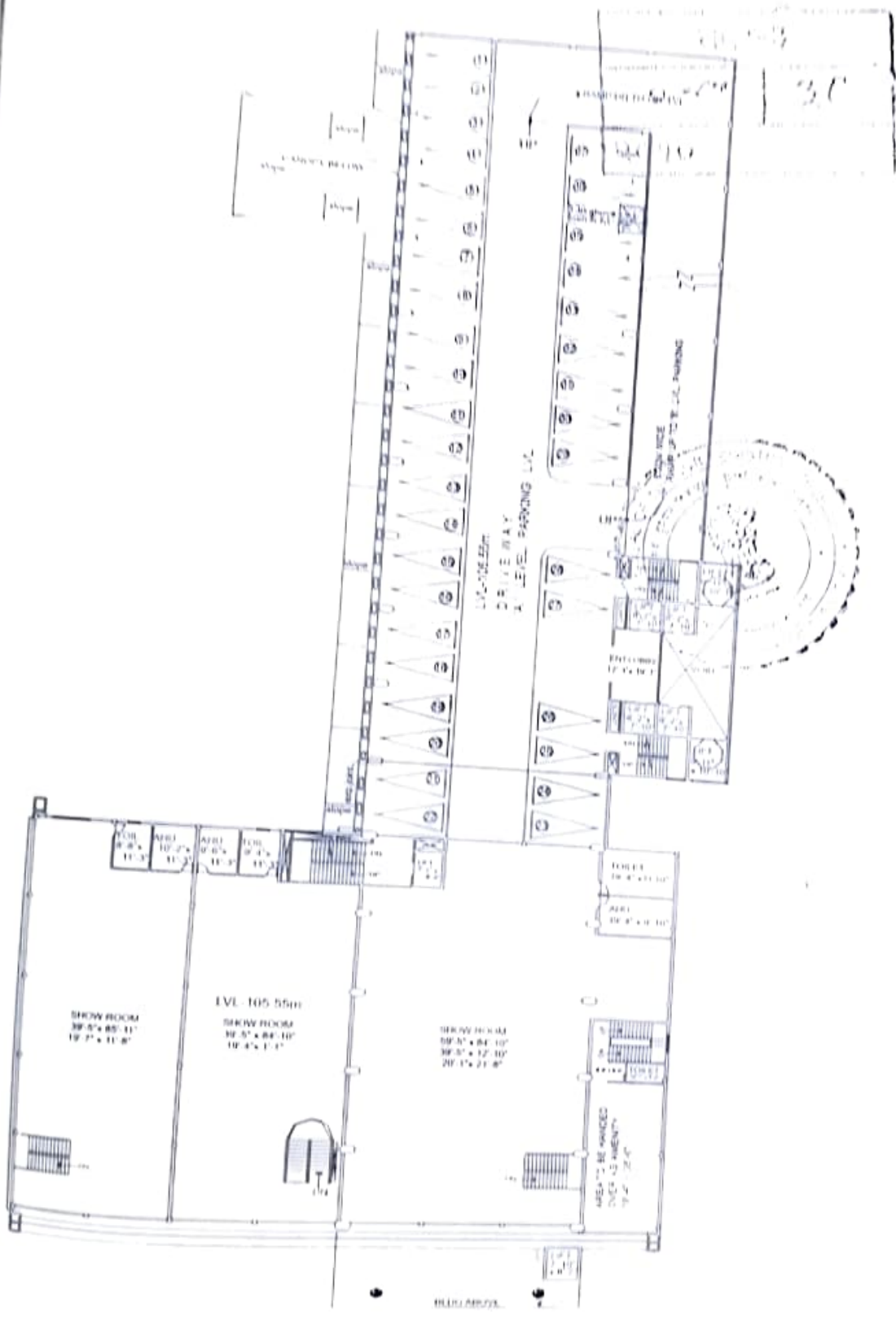
LAL BAHADUR SHASTRI MARG
 BASEMENT

ANNEXURE - H



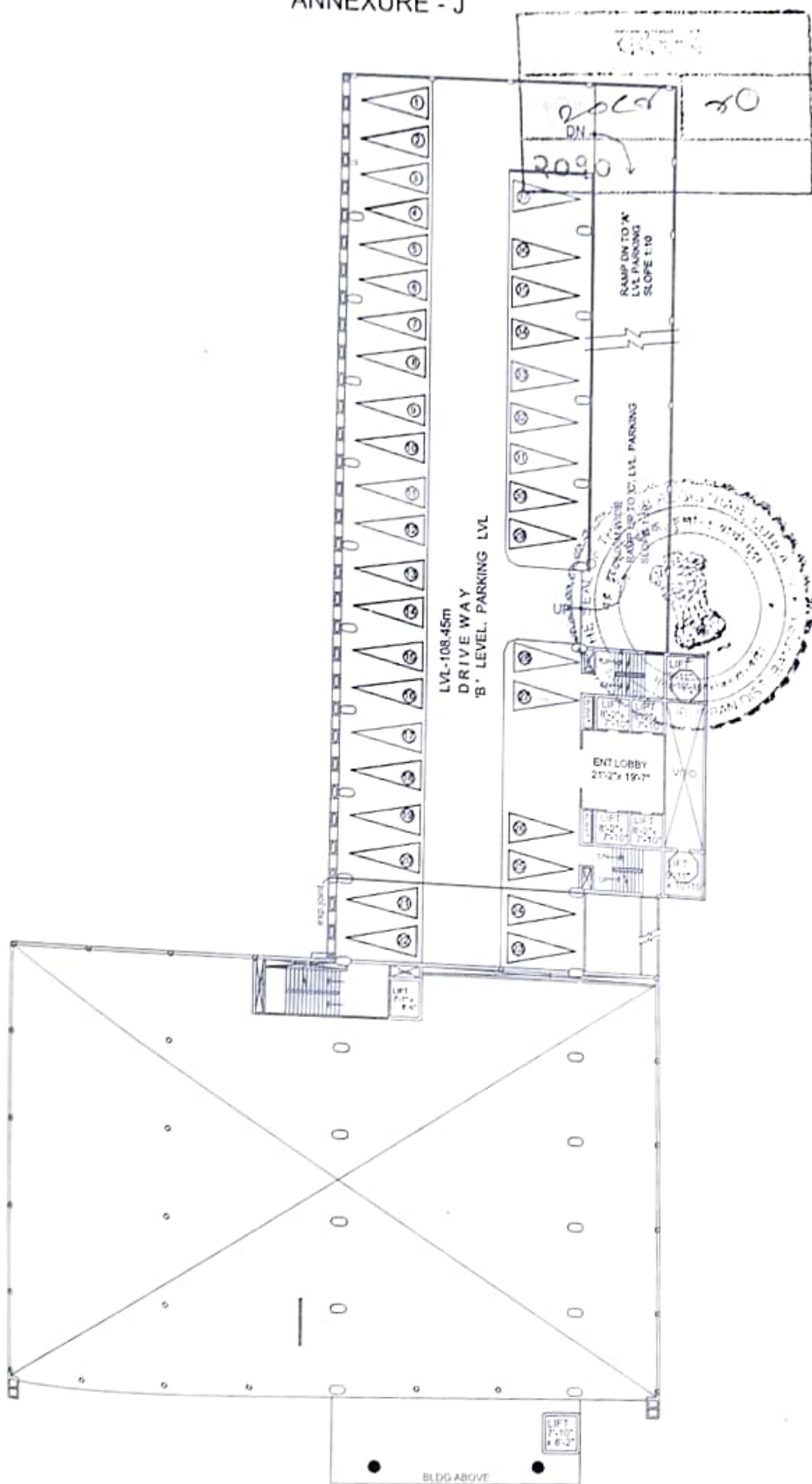
RESTAURANT/C' LVL PARKING PLAN

ANNEXURE - I



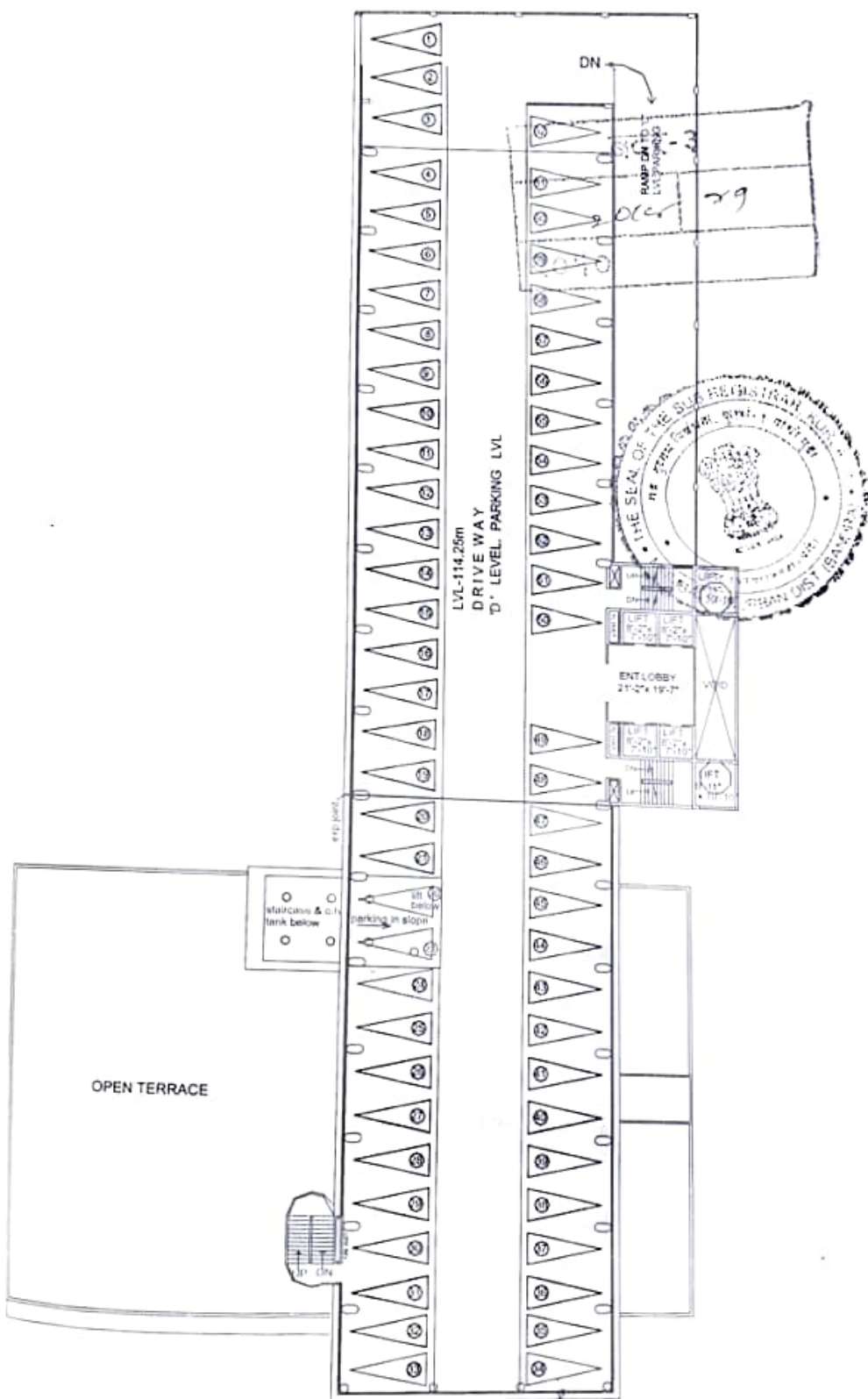
FIRST FLOOR SHOPPING/A LEVEL PARKING PLAN

ANNEXURE - J



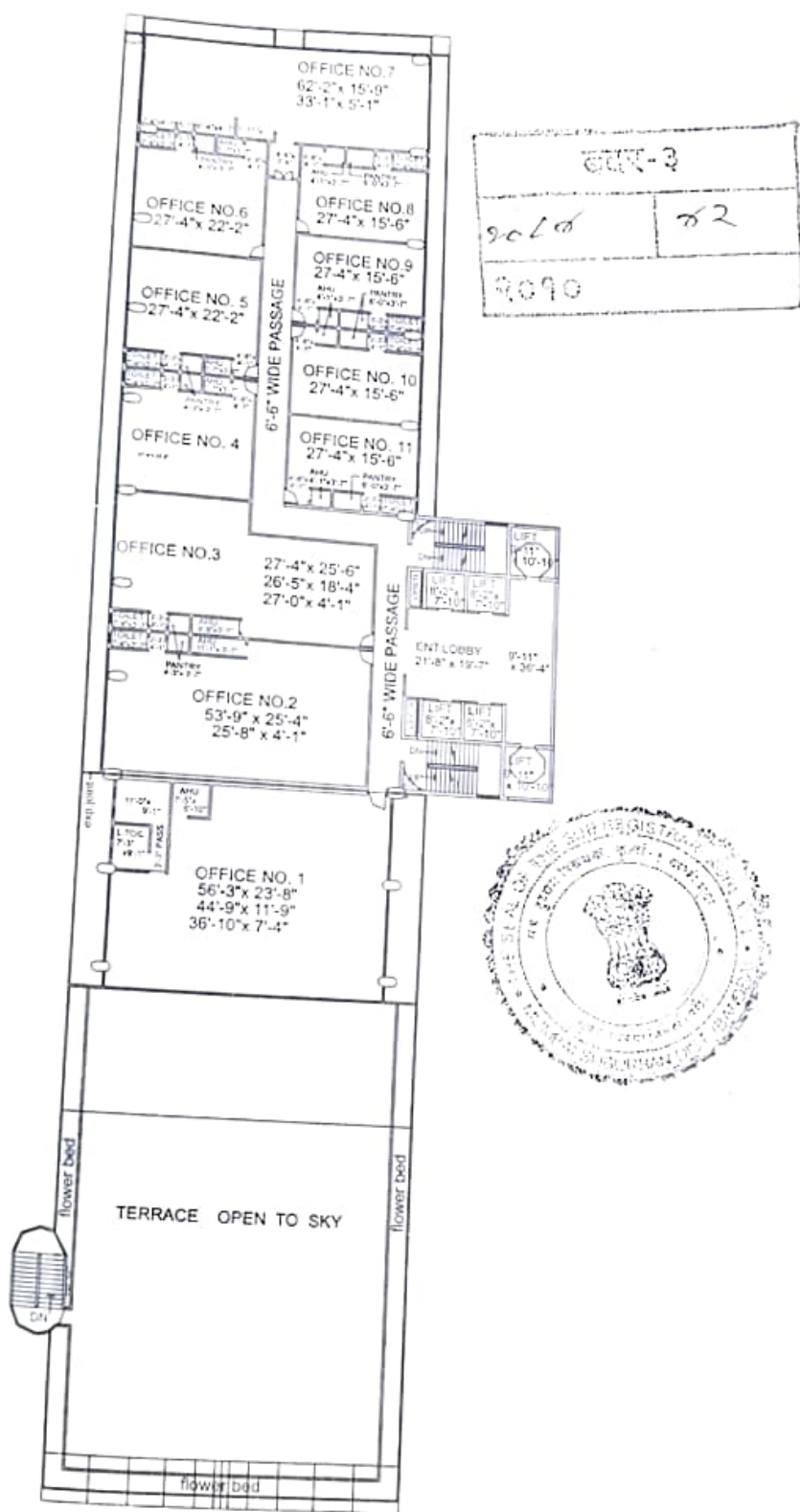
'B'LVL PARKING PLAN

ANNEXURE - K



'D' LVL PARKING PLAN

ANNEXURE - L



10TH.FLOOR PLAN

Industrial Development Bank of India Ltd. Central Processing Unit
 Central Road, Elmhurst, Bhandra
 Plot No. 52/93 Road No. 7, Street No. 15,
 M.I.D.C. Area, East, Mumbai-400 093
 D. STP (V) C. R. 1007/01/05/1024-1027

भारत 45638
 123901

Special
 Authorisation
 महाराष्ट्र
 SEP 28 2008



200 200 200 200 100 200 200 11:58

Rs. 0000100/-PB5120

INDIA STAMP DUTY MAHARASHTRA

FOR INDUSTRIAL DEVELOPMENT BANK OF INDIA LTD.

AUTHORIZED SIGNATORY

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, ANISH DILIP SHAH son of DILIP NAGINDAS SHAH of Mumbai, Indian Inhabitant having my office at 77 - Udyog Bhavan, Sonawala Lane, Goregaon (East), Mumbai - 400 063, SEND GREETINGS:

Mumbai - 400 063, SEND	
२०१४	४३
२०१०	

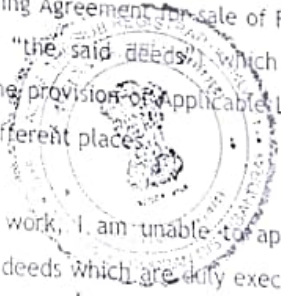
WHEREAS:

(a) I am a Director in number of Private Limited Companies / Partner in number of Partnership Firms, all mainly carrying on the business of development of immovable properties.

(b) In the normal course of my business, I as Director / Partner and also in my personal capacity, execute several deeds, documents, agreements, supplementary agreements, undertakings including Agreement for sale of Flats / Units / Offices (hereinafter referred to as "the said deeds") which are required to be compulsorily registered under the provision of Applicable Laws in the office of Sub-Registrar of Assurances at different places.

(c) On account of my pre-occupation with work, I am unable to appear before the Sub-Registrar for admitting the said deeds which are duly executed by me.

(d) I am therefore desirous of appointing MR. KETAN NAVINCHANDRA MODI, son of MR. NAVINCHANDRA RAMANLAL MODI, residing at Flat No. B-4, 2nd Floor, New Ambica Co-operative Housing Society Limited, Jawahar Nagar, Goregaon (West), Mumbai - 400 062, as my constituted attorney to attend the office of the Sub-Registrar of Assurances at different places to admit the said deeds for registration, which are duly executed by me.



NOW KNOW YE AND THESE PRESENTS WITNESS that, I ANISH DILIP SHAH do hereby nominate, constitute and appoint MR. KETAN NAVINCHANDRA MODI to be my true and lawful attorney for the purpose expressed that is to say:-

२०१४	२
------	---

५२

To present and lodge for registration in the office of Sub-Registrar of Assurances at different places or any other registering authority appointed under the Indian Registration Act, 1908 for the time being in force having the jurisdiction in relation to registration of the said deeds.

And to perform and execute all acts, deeds, matters and things relating to the registration of the said deeds and for that purpose aforesaid amply and effectually to all intents and purposes as I could do in my proper person if these presents had not been made.

2010
2010

To identify my signature.

This POWER OF ATTORNEY is restricted to register the said deeds duly executed by me for registration before the Sub-Registrar of Assurances at different places. This POWER OF ATTORNEY is not for the execution of the said deeds.

ANISH DILIP SHAH hereby agree to ratify and confirm all whatsoever my said Attorney do or caused to be done by virtue pf these presents, with respect to admission and registration of the said deeds.



IN WITNESS WHEREOF I have set and subscribed my hand to this writing at Mumbai on this 4th day of October, 2006.

SIGNED, SEALED & DELIVERED)
by within named)
MR. ANISH DILIP SHAH)
in the presence of NB Moti

Anish Shah

[Handwritten signature]

Specimen signature of
Constituted Attorney
MR. KETAN NAVINCHANDRA MODI



बदर-१०
ECS 3
२००६

दुय्यम निबंधक
गव. दु. नि. का. कोरीवली व

दस्त गोपवारा भाग-1

नदर 10 ✓
दस्ता नं 6844/2006
08

6844/2006

मुख्यालयनामा

नाम व पत्ता

पदाकाराचा प्रकार

लिहून देणार

वय 37

सही

Am. Sh. Shah

छायाचित्र



45976

अंगठ्याचा उसा



लिहून देणार

वय 26

सही

M. M.



45977



दस्ता

2006

08

2090



11

07

दस्तावेज क्र. [पत्र 10 (6844/2006)] का गोपयारा
हस्ताक्षर मूल्य : गोपयारा 0 भरनेसे मुद्राके मूल्य : 100

प्राप्त की क्र. 6844 दिनांक 05/10/2006
प्राप्त की तारीख
नाम: अजित दिलिप शाह

दस्तावेज केव्याचा दिनांक : 05/10/2006 04:44 PM
केव्यादनाचा दिनांक : 04/10/2006
दस्तावेज करणाऱ्याची सही :

100 : गोदणी फी
100 : नक्का (अ. 11(1)), पृष्ठांकनाची नक्का
(अ. 11(2)),
दस्तावेज (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

Anish Shah

200: एकूण

[Signature]

दु. निबंधकाची सही, सह दु. नि. का-बोरीवली 4

दस्तावेज प्रकार : 48) मुखत्यारनामा
केव्या क्र. 1 फी वेळ : (सादरीकरण) 05/10/2006 04:44 PM
केव्या क्र. 2 फी वेळ : (फी) 05/10/2006 04:46 PM
केव्या क्र. 3 फी वेळ : (कडुली) 05/10/2006 04:47 PM
केव्या क्र. 4 फी वेळ : (ओळख) 05/10/2006 04:47 PM

दस्तावेज केव्याचा दिनांक : 05/10/2006 04:47 PM

ओळख :
जालील हस्ताक्षर असे निवेदीत करतात की, हे दस्तावेज करून देणाऱ्याच्या व्यक्तीला ओळखतात,
ह्याची ओळख पटवतात.

घटकान्त सिद्धे - धर/प्लेट नं. 302 अ

जाली/वरता :
जालीचे नाव : राधा
जाली नं. :
जाली प्रकार :
शहर/गाव : बोरीवली 4

[Signature]

वदर-3
2010

दिलिप शाह - धर/प्लेट नं. लिहून देणार प्रमाणे

जाली/वरता :
जालीचे नाव :
जाली नं. :
जाली प्रकार :
शहर/गाव :
जाली नं. :

Anish Shah

स्थापित : 1957, या
दस्तावेज क्र. 07 पाने आहेत

[Signature]

नया मुख्य निबंधक बोरोवली-3
मुंबई उपनगर जिल्हा.



वदर-20/ECR/2008

मुद्रा : 8000
नोंद : 4190106

दिनांक : *[Signature]*

सह मुख्य निबंधक, बोरोवली-3
मुंबई उपनगर जिल्हा.





POWER OF ATTORNEY

वदर-४/ IV
रुक्
२
२००६

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, KETAN RUKHANA son of JAISING RUKHANA of Mumbai, Indian Inhabitant having my office at 203 - Golden Bungalow, 2nd Floor, Juhu Road, Santacruz (West), Mumbai - 400 054, SEND GREETINGS:

WHEREAS:

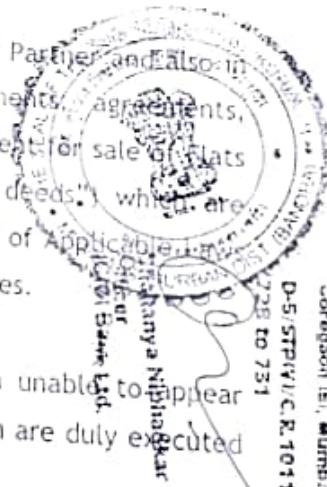
(a) I am a Director in number of Private Limited Companies and also in number of Partnership Firms, all mainly carrying on the business of development of immovable properties.

वदर-३
२०१६
४७
२०१०

(b) In the normal course of my business, I as Director / Partner and also in my personal capacity, execute several deeds, documents, agreements, supplementary agreements, undertakings including Agreements for sale of Flats / Units / Offices (hereinafter referred to as "the said deeds") which are required to be compulsorily registered under the provision of Applicable Law in the office of Sub-Registrar of Assurances at different places.

(c) On account of my pre-occupation with work, I am unable to appear before the Sub-Registrar for admitting the said deeds which are duly executed by me.

(d) I am therefore desirous of appointing MR. KETAN NAVINCHANDRA MODI, son of MR. NAVINCHANDRA RAMANLAL MODI, residing at Flat No. B-4 Floor, New Ambica Co-operative Housing Society Limited, Jawahar Nagar, Goegaon (West), Mumbai - 400 062, as my constituted attorney to attend the office of the Sub-Registrar of Assurances at different places to admit the deeds for registration, which are duly executed by me.



Rupees One Hundred Only

I.C.I.C.I BANK LTD.

Shagun Mall, Film City Road, Colaba (E), Mumbai - 400 055

D-5/STP/V/C.R. 1011/14/2005

728 to 731

शुद्ध ५६६५२
153899

INDIA
TAMP DUTY

R 000001001-225362
10.29

Sub-Registrar
05 2006

NOW KNOW YE AND THESE PRESENTS WITNESS that, I KETAN RUKHANA do hereby nominate, constitute and appoint MR. KETAN NAVINCHANDRA MODI to be my true and lawful attorney for the purpose expressed that is to say:

1. To present and lodge for registration in the office of Sub-Registrar of Assurances at different places or any other registering authority appointed under the Indian Registration Act, 1908 for the time being in force having the jurisdiction in relation to registration of the said deeds.
2. And to perform and execute all acts, deeds, matters and things relating to the registration of the said deeds and for that purpose aforesaid amply and effectually to all intents and purposes as I could do in my proper person if these presents had not been made.
3. To identify my signature.
4. This POWER OF ATTORNEY is restricted to register the said deeds duly executed by me for registration before the Sub-Registrar of Assurances at different places. This POWER OF ATTORNEY is not for the execution of the said deeds.

बदर-३
२००६

I, KETAN RUKHANA hereby agree to ratify and confirm all which my Attorney do or caused to be done by virtue of these presents with respect to admission and registration of the said deeds.



IN WITNESS WHEREOF I have set and subscribed my hand to Mumbai on this 5th day of October, 2006.

SIGNED, SEALED & DELIVERED)
by withinnamed)
MR. KETAN RUKHANA)
In the presence of !!!)

[Handwritten signature]

[Handwritten signature]
[Handwritten signature]



Specimen signature of
Constituted Attorney
MR. KETAN NAVINCHANDRA MODI

६७

बदर-४/ १४
६४०८ / ३
२००६

006

मुख्य निबंधक

अधिसूची 2 (अधिसूची)

दस्तावेज गीतिका भाग-1

दस्तावेज नं. 8478/2006

08/04

क्रमांक : 8478/2006

प्रकार : मुख्यकारनामा

पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

देवान रुखाना S/O जयसिंग रुखाना
 घर/प्लॉट नं. 203 मोहन नगर, 2 रा मजला,
 रोड, सांगली प. मु. 54
 पत्ता:-
 लिंगे माण:-
 लिंगे माण:-
 लिंगे माण:-
 लिंगे माण:-

लिहून घेणार

वय 40

सही



देवान रुखाना S/O जयसिंग रुखाना
 घर/प्लॉट नं. 203 मोहन नगर, 2 रा मजला,
 रोड, सांगली प. मु. 54
 पत्ता:-
 लिंगे माण:-
 लिंगे माण:-
 लिंगे माण:-
 लिंगे माण:-

लिहून घेणार

वय 28

सही



तद्वर-3
 2006
 2006



दरत गांधारा गांग - 2

वदर 4

दरत क्रमांक (8478/2006)

04/04

दरत क्र. [वदर 4-8478-2006] का तीसरा भाग
दरत मूल्य : 1 मोबदला 0 भरलेले मुद्रांक शुल्क : 100

पावती क्र.: 8537 दिनांक: 14/11/2006

पावतीचे वर्णन

नांव: केतन रुखाना S/O जयसिंग रुखाना

दरत हजर केल्याचा दिनांक: 14/11/2006 04:03 PM

दरत हजर करणा-याची राशी :

[Handwritten signature]

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

200: एकूण

दरत मूल्य प्रकार : (48) मुखत्यारनामा

दरत क्र. 1 ची देळ : (सादरीकरण) 14/11/2006 04:03 PM

दरत क्र. 2 ची देळ : (फी) 14/11/2006 04:06 PM

दरत क्र. 3 ची देळ : (फावुली) 14/11/2006 04:06 PM

दरत क्र. 4 ची देळ : (ओळख) 14/11/2006 04:06 PM

दरत नोंद केल्याचा दिनांक : 14/11/2006 04:07 PM

दु. निबंधकाची राशी, अंधेरी 2 (अंधेरी)

वैधानिक :
वैधानिक इलम असे नियेदीत करतात की, वेदा-गाना व्यक्तीश ओळखतात
वैधानिक ओळख घटवतात.

वैधानिक शिदे - - घर/प्लॅट नं: 302, गांधारा महावीर नगर, कांदीवेली प

वैधानिक रस्ता: -
वैधानिक नावा: -
वैधानिक नं: -
वैधानिक सहाय: -
वैधानिक गांध: -
वैधानिक लुका: -

सोमनाथ परव - - घर/प्लॅट नं: करीलप्रमाणे

वैधानिक रस्ता: -
वैधानिक नावा: -
वैधानिक नं: -
वैधानिक सहाय: -
वैधानिक गांध: -
वैधानिक लुका: -

[Handwritten signature]

वदर-3
2006 10
2090

प्रमाणित करण्यात येते की, या
दस्ताव्याचे मूळ 04. पाने आहेत.

सह. न्यायमंत्रिबंधक अंधेरी क्र. २,
मुंबई उपनगर जिल्हा.



वदर-8/ 8806/2006
पुस्तक क्रमांक ४. क्रमांक IV घर
शिदे नं. 98199/2006

सह. न्यायमंत्रिबंधक अंधेरी क्र. २,
मुंबई उपनगर जिल्हा.



घोषणापत्र

खदर-३	
२०१५	५१
घोषितोक्ति वी. दुय्यम	

मी कमल मोदी याद्वारे

घोषितोक्ति वी. दुय्यम

व्यवहारीक कुली - १ यांचे कार्यालयात उदारनाम या शिबकाचा दरत

सदरपोसाठी सदर करण्यात आला आहे. श्री. (१) अनिसा झाड व ड. थांबी

(२) कमल राना रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दरत नोंदणीस

सदर केला आहे / निष्पादित करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार

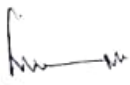
यानी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही

नमत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही.

सदरचे कुलमुखत्यारपत्र पूर्णपणे बंध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.

सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस

मी पात्र राहिन याची मला जाणीव आहे.



कुलमुखत्यारपत्रधारक
व सही





Issued vide M.T. order
FORM 2985

Driving Licence No. KA/24/32

Date of issue 19/7/01

Name of the Licence holder

Kalpesh Goswami

Son/wife/daughter of

Bhagwan Giri

Applicant's Signature
KBP

206r
209c
Y2

आयकर विभाग
INCOME TAX DEPARTMENT
CHANDRAKANT SURESH SHINDE
SURESH CHANDRU SHINDE
11/05/1979
Permanent Account Number
BGFPS8246E
Signature

भारत सरकार
GOVT. OF INDIA




51

घोषणापत्र

सदर-३	
२००८	५१

मी केनन मोदी याद्वारे घोषित्वाकरीतों वती. दुय्यम

निबंधक कुला-१ यांचे कार्यालयात उरारनाम या शिर्षकाचा दस्त

नोंदणीसाठी सादर करण्यात आला आहे. श्री. (१) कानिका झाड व इ. यांनी

(१) ५११०१०६ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस

(२) ५११०१०६

(२) केनन मोदी

सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून दंगार

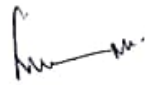
यांनी कुलमुखत्यारपत्र रद्द केलेले नाही किंवा कुलमुखत्यारपत्र लिहून दंगार व्यक्तीपैकी कोणीही

मघत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही.

सदरचे कुलमुखत्यारपत्र पूर्णपणे बंध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.

सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस

मी पात्र राहिन याची मला जाणीव आहे.


कुलमुखत्यारपत्रधारका
व सही



दिनांक :-

02/2010
05:57 pm

दुय्यम निवांकः

कुली 1 (कुली)

दस्त गोषवारा भाग-1

वदर3

दस्त क्र 2084/2010

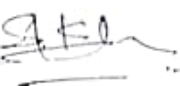
43

क्रमांक : 2084/2010

प्रकार : करारनामा

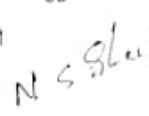
पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
------------------------	-------------------	-----------	---------------

वद सज्जम कबीरलाल शाह - -
 पत्ता घर/फ्लॅट नं: 603/604, रामरा टॉवर, एस एन
 वद मुमुड प 80
 पत्नी/रस्ता -
 पत्नीचे नाव -
 पत्नी न -
 पत्नी राहाता -
 पत्नी गाव -
 पत्नी -
 पत्नी नंबर: AAG

लिहून घेणार
 वय 39
 राही




वद निशा राजय शाह - -
 पत्ता घर/फ्लॅट नं: वरीलप्रमाणे
 पत्नी/रस्ता -
 पत्नीचे नाव -
 पत्नी न -
 पत्नी राहाता -
 पत्नी गाव -
 पत्नी -
 पत्नी नंबर: AWHPS1143D

लिहून घेणार
 वय 35
 राही




खालील 1 पक्षकारांची कवुली उपलब्ध नाही.

क. पक्षकाराचे नाव

अॅव्सीस रियल्टी प्रा लि तर्फे संचालक अनिश शाह व संचालक कतन रुखाना या दोघातर्फे मुखत्यार कतन मोदी
 AADCA3025D - -



52



दस्त गोपवारा भाग - 2

वदर3

दस्त क्रमांक (2084/2010)

५४

दस्त क्र. [वदर3-2084-2010] चा गोपवारा
नगर मुल्य : 4611500 मोबदला 3607500 भरलेले मुद्रांक शुल्क : 230580

दस्त हजर केल्याचा दिनांक : 23/02/2010 04:35 PM
शिवाय दिनांक : 30/12/2009
दस्त हजर करणा-याची सही :

पावती क्र.: 2105 दिनांक: 23/02/2010
पावतीचे वर्णन
नांव: संजय कांतीलाल शाह - -

30000 : नोंदणी फी
1160 : नक्कल (अ. 11(1)), पृष्ठांकनाची
नक्कल (अ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

31160: एकूण

दु. निबंधकाची सही, कुर्ला 1 (कुर्ला)

दस्ताचा प्रकार : (25) कारारनामा
शिक्षा क्र. 1 ची वेळ : (सादरीकरण) 23/02/2010 04:35 PM
शिक्षा क्र. 2 ची वेळ : (फी) 23/02/2010 04:38 PM

ओळख :
खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
२. त्यांची ओळख पटवितात.

1) चंद्रकांत शिंदे - , घर/फ्लॅट नं: 302 ए राधा महावीर नगर कांदिवली प 45

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



2) कल्पेश मोस्वानी - , घर/फ्लॅट नं: धरीलप्रभाण्णो

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



दु. निबंधकाची सही
कुर्ला 1 (कुर्ला)

53

2010
29 am




दुय्यम निबंधकः
कुर्ला 1 (कुर्ला)

दस्त गोषवारा भाग-1

वदर3
दस्त क्र 2084/2010
५५

क्रमांक : 2084/2010

प्रकार : करारनामा

पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
अवसोग रिजल्टी प्रा लि तर्फे राधालक अनिश शाह राधालक केतन रुखाना या दोघातर्फे मुखत्यार केतन वडी AADCA3025D - - प्ल ४२ फ्लेट न. 77 उदयोग भवन, सोभावाला रोड कोणव नु मनी र	लिहून देणार वय 30 सही 	 82325-264790	



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दस्त गोषवारा भाग - 2

वदर3

दस्त क्रमांक (2084/2010)

५६

दस्त क्र. [वदर3-2084-2010] चा गोषवारा
दस्त क्र. 4611500 मोबदला 3607500 भरलेले मुद्रांक शुल्क : 230580

पावती क्र.:2105 दिनांक:23/02/2010
पावतीचे वर्णन
मांव: संजय कांतीलाल शाह - -

दस्त क्र. 1 चे वेळ : 23/02/2010 04:35 PM
दस्त क्र. 2 चे वेळ : 30/12/2009
दस्त क्र. 3 चे वेळ : 22/04/2010 10:44 AM
दस्त क्र. 4 चे वेळ : (ओळख) 22/04/2010 10:44 AM

30000 : नोंदणी फी
1160 : नक्कल (अ. 11(1)), घुटांकनाची
नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->
एकत्रित फी

दस्त क्र. 25) करारनामा
दस्त क्र. 1 ची वेळ : (सादरीकरण) 23/02/2010 04:35 PM
दस्त क्र. 2 ची वेळ : (फी) 23/02/2010 04:38 PM(कार्यवाही पूर्ण)
दस्त क्र. 3 ची वेळ : (कयुली) 22/04/2010 10:44 AM
दस्त क्र. 4 ची वेळ : (ओळख) 22/04/2010 10:44 AM

31160: एकूण

दस्त नोंद केल्याचा दिनांक : 22/04/2010 10:44 AM

[Signature]
दु. निबंधकाची सही, कुर्ला 1 (कुर्ला)

ओळख :
कालील इतम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,
आणि त्यांची ओळख पटवितात.

1) धंदकांत शिंदे - - , घर/फ्लॅट नं: 302 ए रमा महावीर नगर कांदिवली प 45

मल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/यसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

[Signature]
[Fingerprint]

2) कल्पेश गोस्वामी - - , घर/फ्लॅट नं: वरीलप्रमाणे

मल्ली/रस्ता: -
ईमारतीचे नाव: -
ईमारत नं: -
पेट/यसाहत: -
शहर/गाव:-
तालुका: -
पिन: -

[Signature]
[Fingerprint]

[Signature]
दु. निबंधकाची सही
कुर्ला 1 (कुर्ला)



अनागत करपत्राची फी कि. ५५
रुपये ५६
वदर-३ २०१०
मुस्तक
नोंदला २२/०४/१०
दिनांक

[Signature]
दु. निबंधक कुर्ला -
अपनगर जिल्हा.

५५



गावाचे नाव : भांडुप

- (1) दिलेखाचा प्रकार, मोबदल्याचे स्वरूप व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला करारनामा
रु. 3,607,500.00
वा.मा. रु. 4,611,500.00
- (2) भू-मापन, फोटोहिरसा व घरकामांक (असल्यास) (1) वर्णन: ऑफिस प्रिमायसेस नं 505, 5 वा मजला, फिलीचस, एल वी एस मार्ग भांडुप प गुं 78---- तळ +10 मजले सिटीएस नं 216 बी व 216 सी -
- (3) क्षेत्रफळ (1) 79.85 चौ मि व्हिल्ट अप
- (4) आकारणी किंवा जुडी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) जॅक्सन रिव्हर्ली प्रा लि तर्फे संचालक अग्निश शाह व संचालक केतन रुखाना या दोघांतर्फे मुखत्यार केतन भोदी AADCA3025D - ; घर/फ्लॅट नं: 77 उदयोम भवन, सोनाबाला रोड गोरेगाव पु ; गल्ली/रस्ता: - ; ईमारतीचे नाव: - ; ईमारत नं: - ; पेट/वसाहत: - ; शहर/गाव: - ; तालुका: - ; पिन: - ; पॅन नम्बर: -
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) संजय कांतीलाल शाह - ; घर/फ्लॅट नं: 603/604, रामस टॉवर, एस एन रोड मुलुंड प 80; गल्ली/रस्ता: - ; ईमारतीचे नाव: - ; ईमारत नं: - ; पेट/वसाहत: - ; शहर/गाव: - ; तालुका: - ; पिन: - ; पॅन नम्बर: AAGPS2877M.
(2) निशा संजय शाह - ; घर/फ्लॅट नं: वरीलप्रमाणे; गल्ली/रस्ता: - ; ईमारतीचे नाव: - ; ईमारत नं: - ; पेट/वसाहत: - ; शहर/गाव: - ; तालुका: - ; पिन: - ; पॅन नम्बर: AWHPS1143D.
- (7) दिनांक करून दिल्याचा 30/12/2009
- (8) नौदणीचा 22/04/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 2084 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 230675.00
- (11) बाजारभावाप्रमाणे नौदणी रु 30000.00
- (12) शेर

66