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नौदणी 39 म. Regn. 39 M

पावती

पावती क्र. : 2105

गावाचे नाव भारुप दिनांक 23/02/2010

दरतऐवजाचा अनुक्रमांक

वदर3 - 02084 - 2010

टरता ऐवजाचा प्रकार

सादर करणाराचे नाव: संजय कातीलाल शाह

नोंदणी फी

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नक्कल (अ. 11(1)), पृष्टांकनाची नक्कल (आ. 11(2)),

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मोबदला: 3607500रु.

भरलेले मुद्रांक शुल्क: 230580 रु.

देयकाचा प्रकार :डीडी/धनाकर्पाद्वारे;

दंकेचे नाय य पत्ता: वंक ऑफ इंडिया ;

**डीडी/धनाकर्प** क्रमांक: 115817; रक्कम: 30000 रू.; दिनांक: 24/12/2009

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AGREEMENT FOR SALE

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

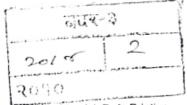
### Between

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 hereinalter 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;

MR. SANJAY KANTILAL SHAH Age 35 yrs. & Mrs. Nisha Sanjay Shah Age 35 yrs. & Add: 603/604. Romas tower, Sarojini naidu rood, 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:

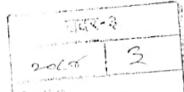
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#### WHEREAS:

- 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")
- Under an Indenture of Lease dated the 1st day of August 1998 (hereinafter referred (b) 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 Shashtri 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 Recond Schedule thereunder written (therein and hereinafter for the sake of breatly 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 alial 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;

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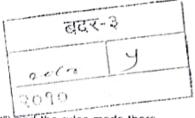
- (e) By an Indenture of Lease dated 1st day of August 2001 and made between LB. Advani & Company Private Limited (therein called the Lessors) of the One Part and BASF (therein called the Lessees) of the Other Part, the said Lease dated 1" day of August 1998 was inter alia renewed for a further period of one year at the same rent and on the same terms and conditions therein contained;
- 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:
- 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 27 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.
- 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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- By an Indenture of Assignment of Reversion dated 12th November, 2001 and duly registered with Sub-Registrar, Mumbai under Nb.BBJ-10457/2001 of Book No. I on 21th 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.
- (I) 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)

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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 <u>Annexure 'A', 'B', 'C' & 'D'</u> respectively;
- (r) It is contemplated by the Owner that the said Building will consist of the following Units:-
  - a basement for car parks, for infrastructural equipments/facilifles and storage;
  - 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 5<sup>th</sup> floor in the said building (hereinafter referred to as "the said premises");
- 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 hereinalter appearing:
- 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: 12030

### 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 adverse affect the premises of the Purchaser.

#### 2. AGREEMENT:

### 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:

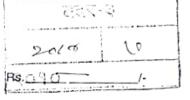
(i)	On Completion of Plinth	Rs/
(ii)	On Completion of 2 <sup>nd</sup> Slab	Rs/
(iii)	On Completion of 4th Slab	Rs. —

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- (iv) On Completion of 7th Slab
- (v) On Completion of 10th Slab
- (vi) On Completion of Terrace Slab
- (vii) On Completion of Brick Work & Plaster
- (viii) On Completion of Lift & façade work
- (ix) On completion of the building and against the Owner offering to hand over possession of the said premises to the Purchaser.



Rs.\_\_\_\_/-

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Rs. 3, 60, 750/- /-

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:

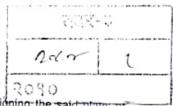
4.1. The Owner has commenced the construction of the said building in accordance with the plans, designs, specifications that may be approved by the MCGM and with only such variations and modifications as the Owner may consider necessary and/or convenient and/or as may be required by the MCGM and/or 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 of 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 (rigex, 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.





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.

#### 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

#### RIGHTS OF OWNER:

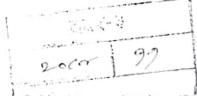
- 7.1. It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the said premises agreed to be sold by the Owner to the Purchaser and all other premises and portion of the said plot shall be the sole property of the Owner and the Owner shall be entitled to develop the same withfout any reference or recourse or consent or concurrence from the Burchaser 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 Bullding 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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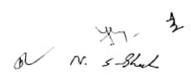
permit the construction of additional floors/wing, then in such event, the Owner shall be entitled to construct such building/s by adding floors vertically of otherwise as per the revised building plans. The Purchaser expressly consents to the same as long as the total area of the said premises is not 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 Quiper shally 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 go 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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- 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



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.

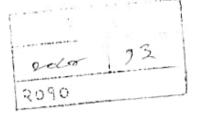
7.12. Provided it does not in any way affect the right of the Purchaser in respect of the said premises, the Owner shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the said property and/or the building under construction thereon.

### 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 315t Dec 2010
- 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
- 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 about 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.

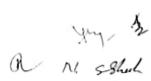
#### 9. CONDOMINIUM:

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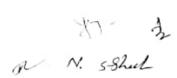
Maharashtra Apartment Ownership Act ("the MAO Act") and after the completion of the Development a Declaration will be made by the Owner under Sec.2 of the MAO Act containing therein the provisions and terms and conditions set out in this Agreement, but in keeping with provisions of the MAO Act.

- 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 interally 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;
  - 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.



### 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



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 heroto 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:

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.

- There are three shops/showrooms at ground and first floor level facting La 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.
- 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.
- 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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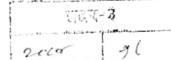
(xiii) Terrace shown in Blue colour wash at 10<sup>th</sup> floor level in the plan annexed hereto and marked **Annexure** "L" is exclusive, appurtenant and married to office no.1 on 10<sup>th</sup> floor. Terrace at 11<sup>th</sup> floor is common for the Purchaser of office premises from 4<sup>th</sup> floor level to 10<sup>th</sup> 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 Perchaser 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 byelaws of the concerned local public authority.

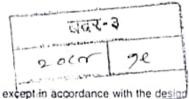
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- not to demolish or caused to be demolished the said premises or any part thereof nor at any time make or cause to be made any addition or alteration of whateverer nature in or to the said premises or any part thereof nor alter the elevation and outside colour scheme of the said building and to keep the portion, sewers, drain pipes in the said premises and appurtenances thereto in good tenantable 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 pardis 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 partithered 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.
- 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 behall;

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 Perchaser, 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 Tay 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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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

Rs. 1,46,090 - /-

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<sup>12.3</sup> 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.

<sup>12.4.</sup> 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 emount 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;
- 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 Maḥarashtra 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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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 Activity 308 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 tacsimile.

### 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 tinder 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 of 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 stigulation of this Agreement shall not affect the validity of the remaining terms, conditions or stigulations 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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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 2001 being part of Plot C shown thereon and which forms part of C.T.S. Nos. 216 C of village Blandup 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

- Entrance lobby and foyer of the building for office premises from 4<sup>th</sup> floor level to 10<sup>th</sup> 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 11<sup>th</sup> 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 4<sup>th</sup> floor level to 10<sup>th</sup> 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

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- (viii) sub-station
- (ix) under ground water tank at basement level
- (x) water treatment plant at basement level
- fire fighting tank at basement level
- (xiii) 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 11° floor is common for the Purchaser of office premises from the an floor level to 10° floor level.

# THE THIRD SCHEDULE ABOVE REFERRED TO: RESTRICTRED AREAS AND FACILITIES

which are restricted only to the units mentioned hereunder

- Car parks will be designated for a Unit and accordingly such Unit Owner will be entitled to the designated car park only.
- 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.
- 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.
- 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.

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- The Purchasers of shops/showroom at ground 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 free 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.
- Terrace adjoining office no.1 on 10th floor is exclusive, appurtenant and married to office no.1 on 10th floor.

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### SIGNED AND DECLARED BY

the withinnamed Owner

AXIS REALTY PVT.LTD.

by the hand of its authorized signatory

in the presence of ... , (LA)

SIGNED AND DELIVERED by

the withinnamed Purchaser

MR SANJAY KANTILAL SHAH

MRS NISHA SANJAY 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.

WITNESSES:

1. Falpruh Goswam: 100

2. Chandrakant

[Keren Richman]

[Anish shah

AXIS REALTY PVT. LTD

Amsey shop DIRECTOR

11. s. Shuh

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) Rs. 23,44,875/-

WE SAY RECEIVED

Amish Shot

(OWNER)



ANNEXURE 'A' CGT-3

1-4-7 = 2 C-1

2-30 CG -30 CHOC -30

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Oate \_\_\_\_\_\_ 2

### TITLE CERTIFICATE

certify that I have investigated the title of M/s. AXIS REALTY PVT. LTD.

Lany incorporated under the Companies Act 1956 having its registered at 77. Udyog Bhavan, Sonawala Road, Goregaon (East), Mumbar 400.

The property more particularly described in the schedule hereunder and entired the relevant documents in respect of the said property.

- my opinion, the title of M/s. AXIS REALTY PVT, LTD, a company incorporated accept the Companies Act 1956 having its registered office at 77 Udyog Ellavar, Scrawala Road, Goregaon (East), Mumbai – 400 063 is clear and mass stable.

# The Schedule of the Property

It nat price 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 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS dated 27th August, 2001 and 6th sanctioned under CE/136/BPES/LOS da

Date

13th July,2006

Place :

Mumbai

Arjunial M. Chhabria Advocate High Court Mumbai.

A. M. CHHABRIA BA. LLB. ADVOCATE HIGH COURT, 15, Bella Vista . S. V. Road, 15, Bella Vista . S. V. Road, Bandra (W), Mumbai-400 050. ANNEXURE C

Gen. 135 - 2000 . 1

### VALID UPTO 2 0 MAR 2008

MUNICIPAL CORPORATION OF	GREATER MUMBAI
MANAGEMENT DESCRIPTION FORM 'A'	OWN PLANNING ACT 1966
No. CE/ /1/A-	/BPES/AS
7,7 ( 2.7)	BPESIAS 2 1 MAR 2007 3

COMMENCEMENT CERTIFICATE

To. Hair Realty R. as.

2090

With reference to your application No. 1734 dt. 22/9/2008
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 crect a building in Building No. on plot No. C.T.S.No. 2/6-B & 2/6-COP Diviv. Village / Town Planning Schome-No/Bharaday situated at Road / Street 6.8.5. Marg. Bhandaplay Ward the Commencement Certificate / Building permit is granted on the following anditions:-

- The land vacated on consequence of the endorsement of the set back line / road widening line shall form part of the public street.
- 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.

  3)
- This permission does not entitle you to develop land which does not vest in your state.

  This commencement for the state of the state
- This commencement Certificate is renewable every year but such extended perfect thall be in no case exceed three years provided further that such lapse shall not be any subsequent applications for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act (1966).

  This certificate is liable to be revoked by the Municipal Commissioner for Greater Municipal.
  - 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.
  - 5) 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 Mumbin 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 Maharushtra Regional and Town Planning Act, 1966.

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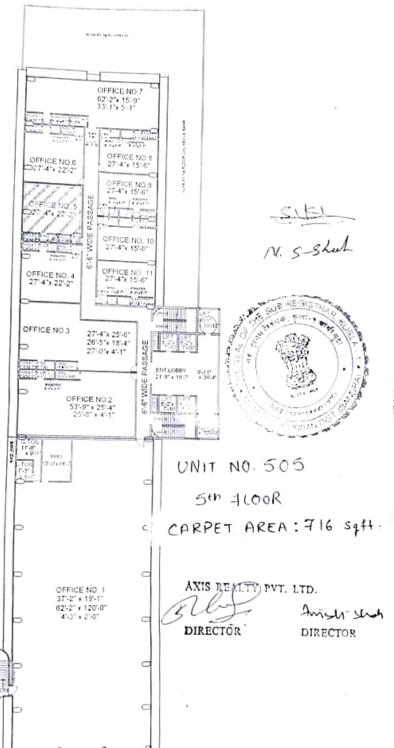
SHIEGIURAL CO. A.

Full C.C. as per approved amended for

ANNEXURE - D

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

2090



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

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PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

### 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

N SSLIL R

### Flooring

- Ceramic / Vitrified tiles will be provided in entire unit with skifting.
- 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.

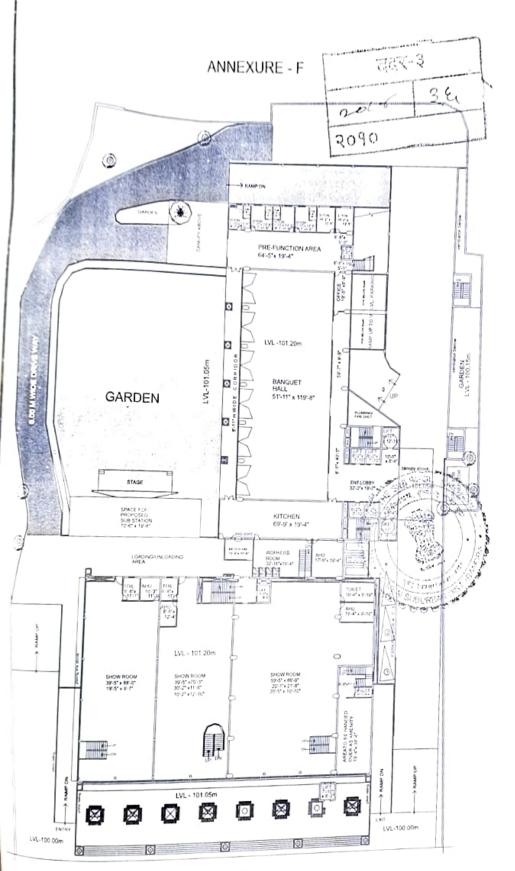
### Bathroom

- The bath room door will have Marble Frame.
- The door shutter will be ½ 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.

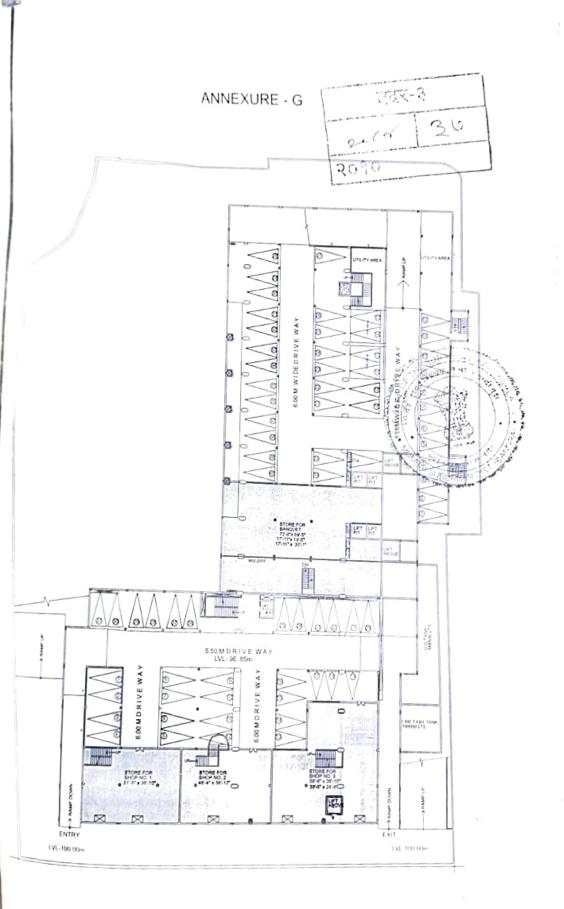
### Pantry

Granite platform with stainless steel sink.

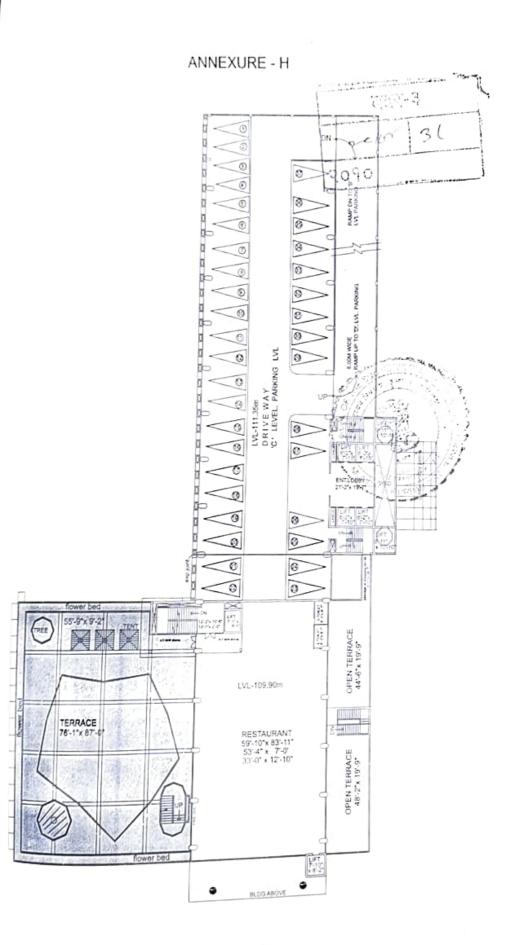
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LAL BAHADUR SHASTRI MARG GROUND FLOOR PLAN

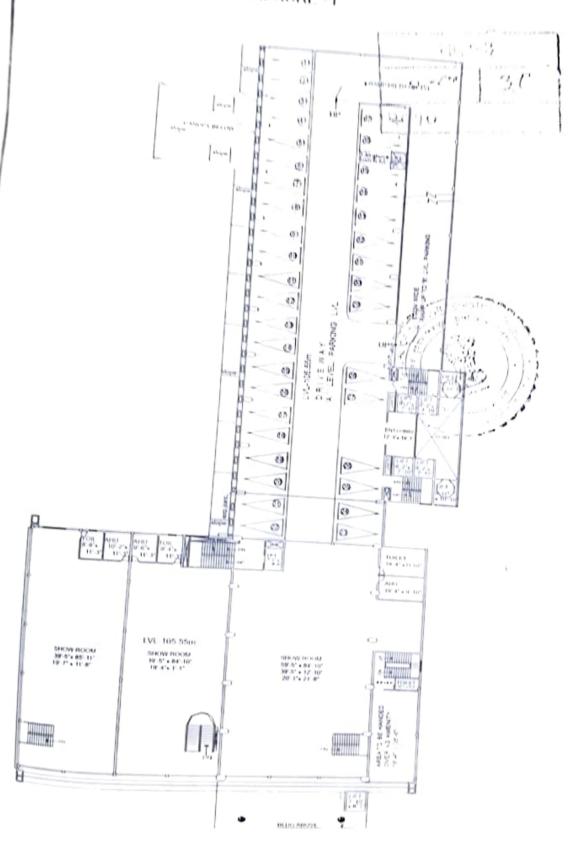


LAL BAHADUR SHASTRI MARG BASEMENT



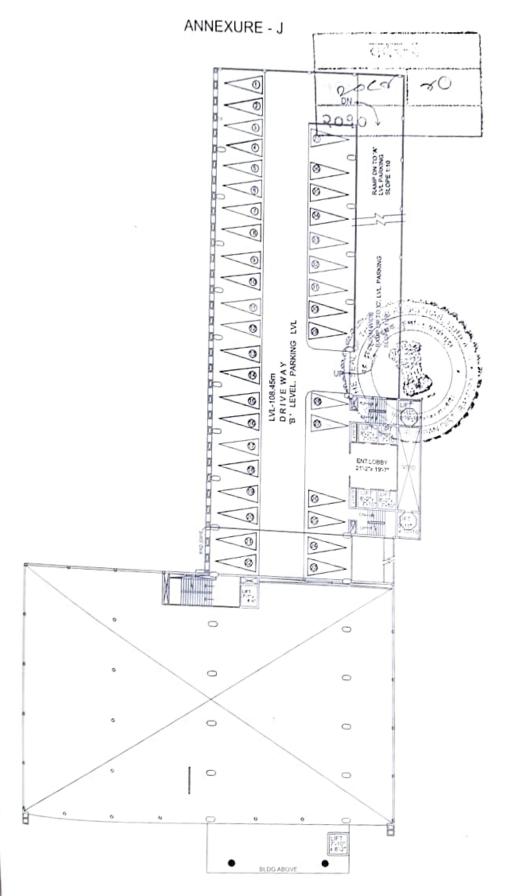
RESTAURANT/'C' LVL PARKING PLAN

# ANNEXURE -1



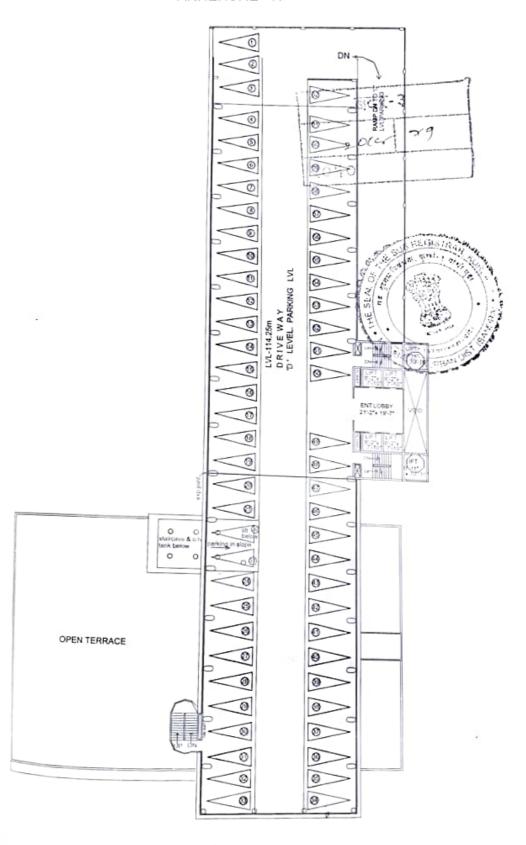
FIRST FLOOR SHOPPING/A'TVE PARKING PLAN

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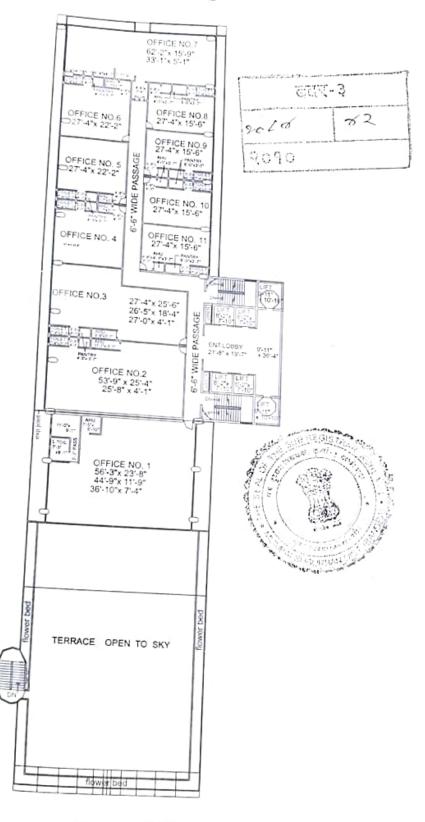
'B'LVL PARKING PLAN

#### ANNEXURE - K



'D' LVL PARKING PLAN

## ANNEXURE - L



10TH.FLOOR PLAN

Industrial Development Bank of India Life Central Processing Union Central Roset Demoral Devices Plot No. 9293 Board Hor? Street No. 15 M. L.D. C. Arathert East Monthai-100 093 D. C. STP(VEC B. 1007/81/05/1024-1027



FOR INDUSTRIAL DEVELOPMENT BANK OF INDIA (1).

## 35

# POWER OF ATTORNEY

AUTHORISED SIGNATORY

DILIP NAGINDAS SHAH of Mumbai, Indian Inhabitant having my office at 77 GREETINGS:

Mumbai - 400 063, SEND

WHEREAS:

- 2040
- 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.
- I am therefore desirous of appointing MR. KETAN NAVINCHANDRA MODI, son of MR. NAVINCHANDRA RAMANLAL MODI, residing at Flat No. B-4, 2<sup>nd</sup> 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 said deeds for registration, which are duly executed by me.

NOW KNOW YE AND THESE PRESENTS WITNESS that, I ANISH DILLE SHAH of hereby nominate, constitute and appoint MR. KETAN NAVINCHANDRA MODILING to be my true and law ul at act for the purpose expressed that is to say:

To present and lodge for registration in the office of Sub-Registrar of it.

It is a different places or any other registering authority appointed a longer the Indian Registration Act, 1908 for the time being in force having the inforce in relation to registration of the said deeds.

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

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 what soever my said attorney do or caused to be done by virtue pf these presents, with respect to admission and registration of the said deeds.

N WITNESS WHEREOF I have set and subscribed my hand to this writing at sumbai on this 4th day of 00tober ,2006.

MGNED, SEALED & DELIVERED

y withinnamed

R. ANISH DILIP SHAH

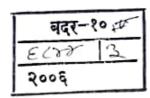
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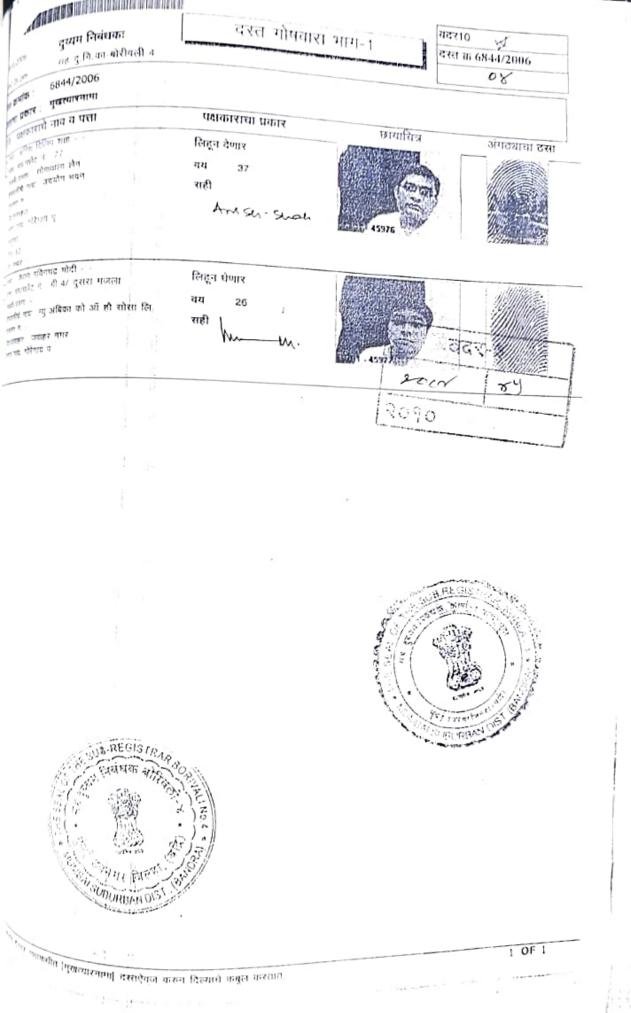
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R. KETAN NAVINCHANDRA MODI

Anish shah



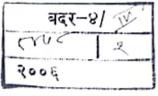




वरल गोषवारा भाग - 2 दस्त क्रमांक (6844/2006) PG क्षत क [बवर 10 १९०४४ 2000] या गोषवास हजार पुरुष । भोषतला ० भरतेले पुष्टांक सुरुष । 100 भाषती कः:५००४ Pratm:05/10/2006 पांचतीचे तपीन का हजर केल्याचा दिगांक :05/10/2006:04:44 PM गांगः अभिन विशिध नातः - -केश्वादनाचा दिनांक 04/10/2008 त्रत हजर करणा याची सारी : 100 : भोवणी धी 100 :नवगल (अ. 11(1)), पृथ्डांकलाची नवकल (38, 11(2)). रुववात (अ. १२) व धायाचित्रण (अ. १३) -> क्ताण एकार :48) मुखत्यारनामा एकत्रित की करवा क. 1 थी वेळ : (सावरीकरण) 05/10/2006 04:44 PM केटल के 2 भी वेळ (भी) 05/10/2006 04:46 PM 200: एকুখ हेल्ला छ. 3 भी वेळ : (कबुली) 05/10/2006 04:47 PM केल्ला क. 4 भी वेळ : (ओळख) 05/10/2006 04:47 PM ात गोद केल्याचा दिनांक : 05/10/2006 04:47 PM दु. निबंधकाची सही, सह दू.नि.का-बोरीयली 4 इतीत इसम असे निवेदीत करतात की, ते दरत्तऐवेज करून देणा यांना व्यक्तीशः ओळखतात. घंदकांत शिरे- ,धर/एलॅंट मं: 302 शे ततीये गावः राधा गरत संः क्षेत्रसामग्र हर/गायः कांदीयली ध दितिय शाह- - . पर/फ्लेंट मं: लिहून देणार प्रमाण नमाणित हर कर पर स्थान था। ट/दसाहतः -स्ता 😘 🥶 🤉 ी. पाने आहेत स्थात:-मतः वुथ्यम निर्वधक पोरावजी क अस्टिश्ड मंबर्भ उपनगर जिन्हाः निवंधकाची सही वदर-१०/६८४४ /२००६ ह दू.नि.का-बोरीवली ४ ger . . . 8-6 . 5 3010617 4130108 सह दुष्यम िविधक, बोरीवर्छी-अ मुंबई उपनगर जिल्हा.

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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, 2<sup>nd</sup> Floor, Juhu Road, Santacruz (West), Mumbai - 400 054, SEND GREETINGS:

#### WHEREAS:

- number of Partnership Firms, all mainly carrying on the Business of
- my personal capacity, execute several deeds, documents, agraements, supplementary agreements, undertakings including Agreements of sale of flats.

  / Units / Offices (hereinafter referred to as "the said deeds") which are required to be compulsorily registered under the provision of Applicable on in the office of Sub-Registrar of Assurances at different places.
- before the Sub-Registrar for admitting the said deeds which are duly executed by me.
- I am therefore desirous of appointing MR. KETAN NAVINCHANDRA MODI.

  Son of MR. NAVINCHANDRA RAMANLAL MODI, residing at Flat No. B-4224

  Floor, New Ambica Co-operative Housing Society Limited, Jawahar Naval

  Goegaon (West), Mumbai 400 062, as my constituted attorney to attend the fiftee of the Sub-Registrar of Assurances at different places to admit the deeds for registration, which are duly executed by me.

NOW KNOW YE AND THESE PRESENTS WITNESS that, I KETAN RUKHANAQ

13,

- 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 these presents had not been made.
- 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.

I, KETAN RUKHANA hereby agree to ratify and confirm all whole Attorney do or caused to be done by virtue of these presentation of the said deeds.

IN WITNESS WHEREOF I have set and subscribed my hand to Mumbai on this \_\_\_\_5<sup>th</sup> \_\_day of \_\_\_0clober \_\_,boo6.

SIGNED, SEALED & DELIVERED

by withinnamed

MR. KETAN RUKHANA

in the presence of ...

h.\_\_\_\_m.

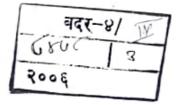
Specimen signature of Constituted Attorney

MR. KETAN NAVINCHANDRA MODI

gus-







वरत्त गोषवारा गाग-1

वस्त क 8478/2006

nites : 8478/2006

प्रकार: गुखल्वारनामा पक्षकाराचे नाव व पत्ता

फेतन रुखाना S/O जम्मतिम रुखाना भ्रहत्त्रलेट न २०३ गोल्डन बंगला , २ स मजला , लिहून देणार शेड , साताकुडा व .. मु ६४

दुस्यम निबंधकः

अवंश २ (अवंश)

(दिश्ला: शिधे वाच -लंग: -रशहरा: ma.+

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वसकाराचा प्रकार

1111 सही

क्रायाचित्र

अंगरवाचा रसा





फैलन गविनगंद्र मोदी

प्रत्यानंद व बी व . च्यु अविका को ऑ हो सा हि। लिहून घेणार धर/पलट च मा ५ - च रा गजला - अगाहर नगर - मोरेगाव प - गु

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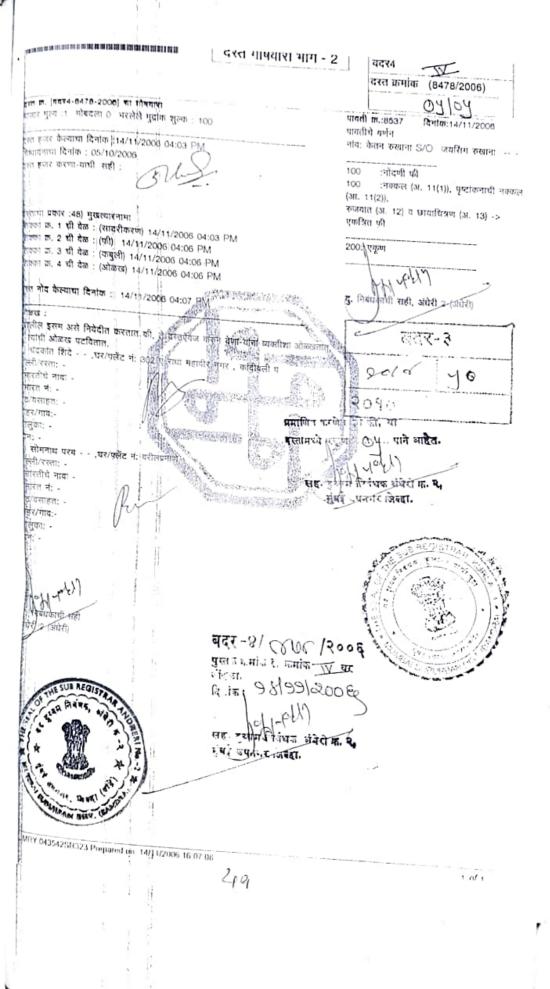
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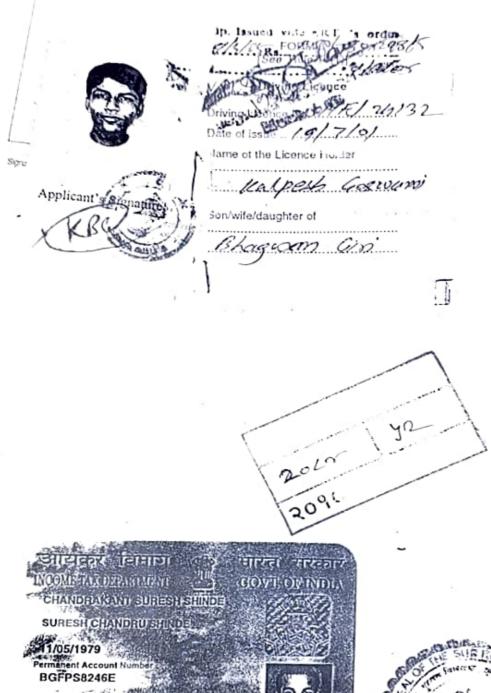


घोषणापत्र

शहर-३ २०८५ ५१ चोषितीकरेतो की. दयाप

्राची मिद्रा यांचे कार्यालयात अस्ति विक्रितो की. दुय्यम अस्ति अस्ति करण्यात आला आहे. श्री () हिम्सिश बाह्र () प्राचित्र करण्यात आला आहे. श्री () हिम्सिश बाह्र () प्राचित्र करण्यात आला आहे. श्री () हिम्सिश बाह्र () प्राची कर्णानी () प्राची करण्यात आला विलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नींदणीस

कुलमुखत्यारपत्तथाः का अ





घोषणापत्र

9-0(~ 99

मो के तल मोहा यांचे कायांलयात अतिकरतों की. दुय्यम महणीसाठी सादर करण्यात आला आहे. थी. () अनिका बाहि व इ. यांनी () प 10 06 रोजी पला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस

(2) ५१ १० १० ६ राजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नींदणीस सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही प्रयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रहबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्बये शिक्षंस मी पात्र राहीन याची मला जाणीव आहे.

नांक :-

कुलम्खत्यारपन्नधारकाच अस्ति । कार्या । कार्य । कार्या । कार्य । कार्या । कार्य । कार्या । का

द्य्यम निबंधकः

कुली 1 (कुली)

वस्त गोषवारा भाग-1

वदर३

दरत क 2084/2010

€ 57 pm हमांक :

2200

2084/2010

व्या प्रकार : करारनामा 🛚 पक्षकाराचे नाव व पत्ता

स्य संजय कातीलाल शाह - -

ल धर/पसँट ने: 603/604, रागस टॉवर, एस एन

ा मुलुड प 80

दशी/रस्ताः -

peedlà नायः pred at . क्षा वसाहतः -

पक्षकाराचा प्रकार

लिहून घेणार वय

सही

छायाचित्र

अंगठयाचा उसा



or <del>श</del>बर: AAG

न्द्रर पाच 5301. ξi.

es निशा संजय शाह - -प्राप्तंट नं: वरीलप्रमाणे

च्ची/रस्ताः -

हरतीचे नाव -

AWHPS1143D तंत सम्बरः

लिहून घेणार

वस

सही

Neglet





खालील 1 पक्षकारांची कवुली उपलब्ध नाही.

पक्षकाराचे नाव

अंवसीस रियल्टी प्रा लि तर्फ संघालक अभिश शाह व संघालक फेलन, रुखाना या दोघालफ मुखत्वार केतन मोदी AADCA3025D - -





## दस्त गोषवारा भाग - 2

वदर3

दस्त क्रमांक (2084/2010)

40

दिनांक:23/02/2010

पावती क्र.:2105

पावतीचे वर्णन नांव: संजय कांतीलाल शाह - -

30000 :नोंदणी फी

:नक्कल (अ. 11(1)), पृष्टांकनाची 1160

नक्कल (आ. 11(2)).

रुजवात (अ. 12) व छायाधित्रण (अ. 13) -> एकत्रित फी

31160: !एक्ण

दु. निव्यक्राची सही, कुर्ला । (कुर्ला)

ूल क. [वदर3-2084-2010] चा गोषवारा

्रजार मृत्य :4611500 मोबदला 3607500 भरलेले मुद्रांक शुल्क : 230580

रता हजर केल्याचा दिनांक :23/02/2010 04:35 PM

निमादनाचा दिनांक : 30/12/2009 इल हजर करणा-याची सही:

इस्ताचा प्रकार :25) करारनामा

होक्का क्र. 1 ची वेळ : (सादरीकरण) 23/02/2010 04:35 PM

ਭਿਰਗ ਡ. 2 ਬੀ ਬੇਕ ; (फ਼ੀ) 23/02/2010 04:38 PM

खालील इसम असे निवेदीत करतात की, ते दस्तऐवज करून देणा-यांना व्यक्तीशः ओळखतात,

ः त्यांची ओळख पटवितात.

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

गल्ली/रस्ताः -

ईमारतीचे नावः

इंमारत नं: -

पेट/दसाहतः

शहर/गाव:-

तालुकाः -

पिन: -कल्पेश गोस्वामी - - ,घर/प्रलॅट नं: यरीलप्रमाण्एो

ईमारतीचे नावः -ईमारत मं: -

पेट/यसाहत: -

शहर/गाव:-

तालुका: -

पिनः -









वदर3 दस्त गोषवारा भाग-1 दुय्यम निबंधकः दस्त क 2084/2010 4,2010 47 कुली 1 (कुली) ы 29 am हमांक : 2084/2010 ्य प्रकार : करारनामा इ व्यक्तराचे नाव व पत्ता पक्षकाराचा प्रकार छायाचित्र अंगठ्याचा ठसा र इस्तीस रियल्टी पा लि तफे संचालक अनिश शाह ्रह्मतक केतन रुखाना या दोघांतफे मुखल्यार केतन लिह्न देणार rd AADCA3025D --वय 30 ल प्रत्यतेत न 77 उदयोग भवन, सोनावाला रोड सही क्षेत्रव नु



82325 264790

18th 7

# 

### दस्त गोषवारा भाग - 2

वदर3

विवर्ते 2084-2010] चा गोषवारा ्रा पुर्व 4611500 मोबदला 3607500 भरलेले मुद्रांक शुल्क : 230580

ल हजर केल्याचा दिनांक :23/02/2010 04:35 PM

स्टन्त्या दिनांक : 30/12/2009 ल इतर करणा याची सही :

क्लाचा एकार :25) करारनामा

क्ला क. 1 थी वेळ : (सादरीकरण) 23/02/2010 04:35 PM

क्ला इ. 2 ची वेळ : (फ़ी) 23/02/2010 04:38 PM(कार्यवाही पूर्ण)

केला क. 3 भी वेळ : (कबुली) 22/04/2010 10:44 AM केला क. 4 घी वेळ : (ओळख) 22/04/2010 10:44 AM

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

बतीत इसम असे निवेदीत करतात की, ते दस्तऐयंज करून देणा-यांना व्यक्तीशः ओळ्खतात, ा त्यांची ओळख पटवितात.

ा चंद्रकांत शिंदे- - ,घर/फ़्लॅट नं: 302 व राष्ट्रा महावीर नगर कांदिवली प 45

ईमारतीचे नावः -

रमारत नं: -

वेद/वसाहतः -

शहर/गाव:-

तालुकाः -

कल्पेश गोस्वामी - - ,घर/फुलॅट नं: वरीलप्रमाणए

गल्ली/रस्ता: -

इंगारतीचे नावः -

इंमारत नं: -

पेट/वसाहतः -

शहर/गाव:-

तालुकाः -पिन: -

कुर्ला । (कुर्ला)



जनागित करण्यार तेते कि या करण्यो Educo YE - ST-31 नोदल [35] उपनगर जिल्हा...

दस्त क्रमांक (2084/2010)

46

पावती क्र.:2105 दिनांक:23/02/2010

पावतीचे वर्णन

गांव: राजय कांतीलाल शाह - -

30000 :नोंदणी फी

1160 : नक्कल (अ. 11(1)), पृष्टांकनाची

नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

एकत्रित फी

31160: एक्ण

द. निवंधकाची सही, कुर्ला 1 (कुर्ला)

दुय्यम निवंधक: कुर्ला 1 (कुर्ला)

दस्तक्रमांक व वर्ष: 2084/2010

Swarnday, April 22, 2010 20 44 49 AM

## सूची क्र. दोन INDEX NO. 11

start of 6

Herri, 63 min

गावाचे नाव : भांड्प

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटटघाच्या बाबतीत पटटाकार आकारणी देतो की पटटेदार ते नमूद कराये) मोबदला रू. 3,607,500.00 या.मा. रू. 4,611,500.00

(असल्यास)

(2) भू-मापन, पोटिहिस्सा व घरक्रमांक (1) वर्णनः ऑफीस प्रिमायसेस नं 505, 5 वा मजला, फिलीवस, एल वी एस मार्ग भांदूप व मुं 78---- तळ +10 मजले सिटीएस न 216 वी व 216 सी -

(3)क्षेत्रफळ

(1)79.85 चौ मि बिल्ट अप

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(t)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे | तालुका: -; पिन: -; पॅन नन्बर: -. नाव व संपूर्ण पत्ता

 ऑक्सीस रियल्टी प्रा लि तर्फ संचालक अनिश शाह व संचालक केतन रुखाना या धोघांतर्फे मुखस्यार केतन मोदी AADCA3025D - -; घर/फ़लेंट नें: 77 उदयोग मयन, सोनावाला रोड गोरेगॉव पु ; गल्ली/रस्ताः -; ईमारतीचे मावः -; ईमारत नं: -; पेट/यसाहतः -; शहर/गावः -:

(6) दस्तऐवज करून घेण्या-या दिवाणी न्यायालयाचा हुकुमनामा व संपूर्ण पत्ता

 संजय कांतीलाल बाह - : घर/प्रलंट नं: 603/804, रामस टाँवर, एस एन रोड मुर्लुंड प पक्षकाराचे नाव व संपूर्ण पत्ता किंवा 80: गल्ली/ररता: -; ईमारतीचे नाव: -; ईमारत में: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: AAGPS2877M.

किया आदेश असल्यास, वादीचे नाव (2) विशा संजय शाह - ; घर/फ्लेंट में: वरीलप्रमाणे; गल्ली/रस्ताः -; ईमारसीये नावः -; ईमारत न: -: पेठ/वसाहत: -\*: शहर/गाव: -; तालुका: -:पिन: -: पॅन नम्बर:

AWHPS1143D.

(7) दिनांक

करून दिल्याचा 30/12/2009

नोंदणीचा 22/04/2010

(9) अनुक्रमांक, खंड व पृष्ट

2084 /2010

(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

₩:230575.00

(11) बाजारभावाप्रमाणे नौंदणी

₹ 30000.00

(12) शेरा