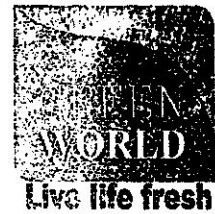
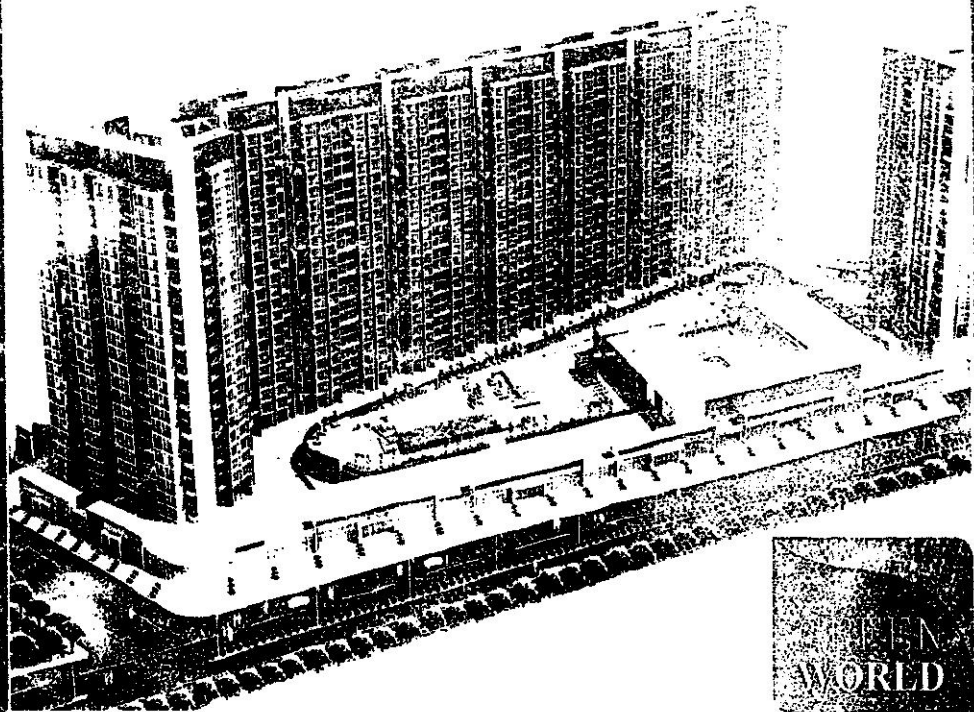


Jyotiba S. Borate

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# GREEN WORLD

## MOUNT MARY BUILDERS



Site Address : Gut No. 242, Hissa No. 1 to 7, Near Patni Computers,  
Thane Belapur Road, Dhige, Airoli, Navi Mumbai.  
Tel No. (022) 6464 2222/28

H.O. Address : 205, Tuisi Shyam, Teen Hath Naka, Thane (West)

6812 = 90

श्रीधरदास



Friday, May 04, 2012

11:35:42 AM



पावती

Original

नोंदणी 99 न.  
Regn. 99 M

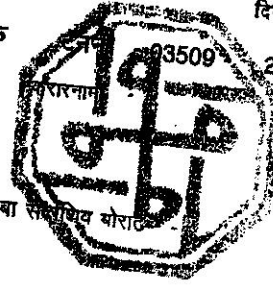
गावाचे नाव दिवे

पावती क्र. : 3537

दस्ताऐवजाचा अनुक्रमांक

दिनांक 04/05/2012

दस्ता ऐवजाचा प्रकार



2012

सादर करणाराचे नाव: ज्योतिबा सोलाय्य मोराज

नोंदणी फी

30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (अ. 11(2)),

रुज्यात (अ. 12) व छायाचित्रण (अ. 13) -&gt; एकत्रित फी (70)

1400.00

एकूण रु.

31400.00

आपणास हा दस्त अंदाजे 11:50AM ह्या वेळेस मिळेल

सह दुय्यम अधिकारी

वाजार मुल्य: 3166500 रु. मोबदला: 4560000 रु.

भरलेले मुद्रांक शुल्क: 228100 रु.

देयकाचा प्रकार : डीडी/घनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: पारसिक जनता सहकारी बँक लि ;

डीडी/घनाकर्ष क्रमांक: 021711; रक्कम: 30000 रु.; दिनांक: 17/04/2012

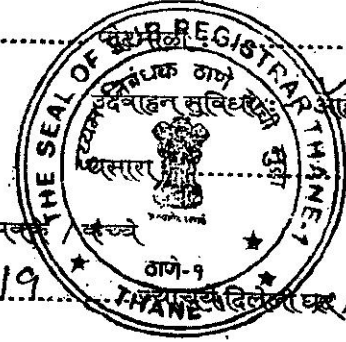
Jyotiba



# महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन २०१२

१. दस्तावा प्रकार :- ..... नगराचें नांव ..... अनुच्छेद क्रमांक :- २५b
२. सादरकार्याचे नाव :- ..... श्री ज्योतीषा महाशिक्षक श्री वेराट
३. तालुका :- ..... दिवा नवी मुंबई
४. गावाचे नाव :- ..... नवी मुंबई
५. नगरभूमापन क्रमांक / सर्व्हे क्र. / अंतिम भूखंड क्रमांक :- ..... अट. २५२ / ११४७
६. मुख्य वरविभाग (कोल) :- ६/२१० ..... उपविभाग :-
७. मिळकतीचा प्रकार :- खूली जमीन निवासी कार्यालय उकल औद्योगिक प्रति चौ.मी. दर ..... ३३०००
८. दस्तात नमूद केलेल्या मिळकतीचे क्षेत्रफळ :- ..... ९३२.५० कापेट / बिल्टअप चौ.मीटर / फूट
९. कार्यावधि :- ..... गच्ची :-
१०. मजला क्रमांक :- ..... १२०
११. बांधकाम वर्ष :-
१२. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
१३. गाजारमुख्यदर तक्त्यातील मार्गदर्शक सूचना क्र. :- ..... १९
१४. लिखित अहवाल घेण्याचा दस्त :- १. प्रतिमाह भाडे रक्कम :- ..... निवासी / अनिवासी २. अनामत रक्कम / आगाव भाडे :- ..... ३. कालावधी :-
१५. निर्धारित केलेले गाजारमुख्य :- ..... ३१,६६,०००/-
१६. दस्तामध्ये दर्शविलेली मोगदला :- ..... ५५,६०,०००/-
१७. वेच मुद्रांक शुल्क :- ..... २२८१०/- भरलेले मुद्रांक शुल्क :- ..... २२८१०/-
१८. देय नोंदणी फी :- ..... ३०००/-



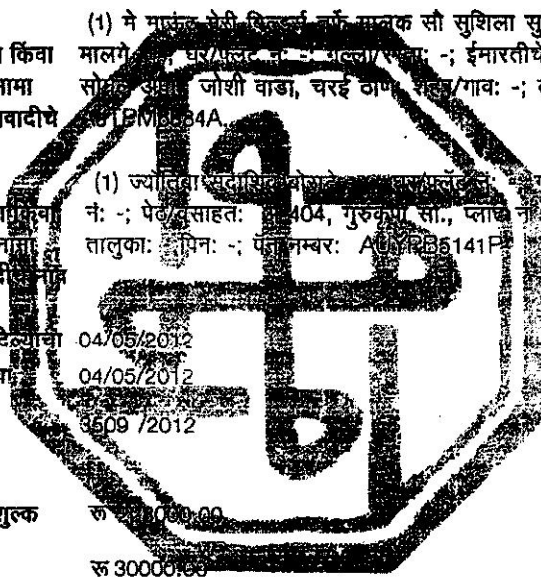
लिपीक

सह दुय्यम निबंधक

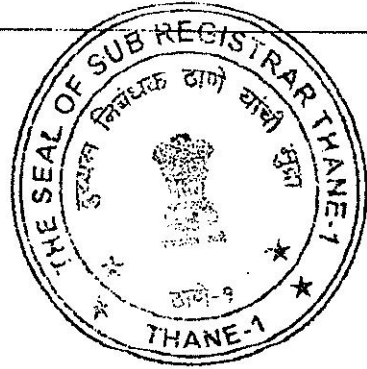
टनन-१
दस्त क्रमांक ३५०९/२०१२
१,६०

गावाचे नाव : दिघे

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या बाबतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) मोबदला रु. 4,580,000.00  
वा.भा. रु. 3,166,500.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) वर्णना ज्ञान नं 8/210, गट नं 242 हि नं 1 ते 7, सदनिका नं 1201, 12 वा मजला, अ-1 विंग, ग्रीन वर्ल्ड, ठाणे बेलापुर रोड, दिघा नवी मुंबई
- (3) क्षेत्रफळ (1) 938.40 चौ फुट बांधीव
- (4) आकारणी किंवा जुबी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) मे मासंड रोडी थिन्कर्स नॉक मालक सी सुशिला सुरेशबाबु मालगे तर्फे कु मु सुरेशबाबु गणपत मालगे, घर/प्लॉट नं - गल्ली/रस्ता -; इमारतीचे नाव -; इमारत नं -; पेठ/वसाहत: 1, सोमेश्वर ज्योतिबा जोशी वाडा, चरई ठाणे शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: 401 FIM 034A.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) ज्योतिबा ज्योतिबा बोसदे, घर/प्लॉट नं: -; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -; पेठ/वसाहत: 404, गुरुकृपा सो., प्लॉट नं 56, से-8अ, ऐरोली, नवी मुं. शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AU/40/2005/141F
- (7) दिनांक करून दिल्याचा 04/05/2012
- (8) नोंदणीचा 04/05/2012
- (9) अनुक्रमांक, खंड व पृष्ठ 3509/2012
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु. 30000.00
- (11) बाजारभावाप्रमाणे नोंदणी रु. 30000.00
- (12) शेर



सह दुय्यम निबंधक वनी-२,  
ठाणे-१





**SHCIL-MAHARASHTRA**

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012

Tel : 022-61778151

E-mail :

Government Mode of Receipt

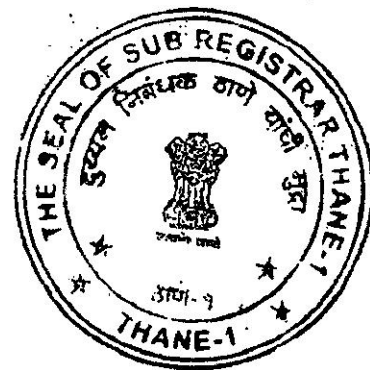
Account Id mhshcil01

Receipt Id RECIN-MHMHSHCIL0108019485692906K

Receipt Date 03-MAY-2012

Account Name SHCIL-MAHARASHTRA

Received From MR JYOTIBA SADASHIV BORATE	Pay To
Instrument Type PAYORDER	Instrument Date 02-MAY-2012
Instrument Number 005640	Instrument Amount 228100 ( Two Lakh Twenty Eight Thousand One Hundred only )
Drawn Bank Details	
Bank Name ICICI BANK	Branch Name THANE
Out of Pocket Expenses 0.0 ( )	



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 दस्त क्रमांक 3408/2012  
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# AGREEMENT

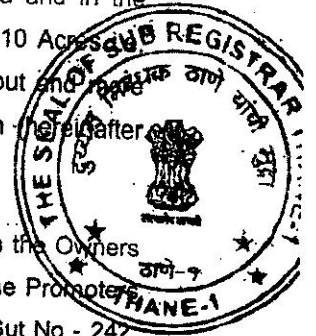
This Agreement made at Navi Mumbai on this 4<sup>th</sup> day of May 2012 Between *Sm*  
**M/S. MOUNT MARY BUILDERS**, a Proprietary Firm, through its Proprietress Mrs. Sushila Sureshbabu Malge having her Office at 205 Tulsi Shyam Building Teen Hath Naka Thane (W) - 400 604, hereafter referred to as "THE PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include her heir executors, administrators, successors and assigns) of the **ONE PART**.

AND

**MR. JYOTIBA SADASHIV BORATE** (PAN No.AUYPB5141P) adults, Indian Inhabitant, residing at A/404, Gurukrupa CHS, Plot No.56, Sector - 8A, Airoli, Navi Mumbai - 400708 hereinafter called as the "PURCHASER/S" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to include his / her / their heirs, executors, administrators, and permitted assigns) of the **OTHER PART**.

## WHEREAS:

- a. Western India Tanneries Ltd., a Company registered under the Companies Act, 1956 having its registered office at 2A, Dharavi, Mumbai 400 017 (hereinafter referred to as the "OWNER") are seized and possessed of and otherwise well and sufficiently entitled to as the Owner of land bearing Gut no.-242, Hissa No - 1 to 7 situated at Village Dighe, Taluka and in the Registration District and Sub District of Thane, admeasuring 10 Acres and 48,400 sq. yards equivalent to 40,468 sq. meters or thereabout and particularly described in the First Schedule hereunder written (hereinafter referred to as the said Larger Property).
- b. By an Agreement dated 2<sup>nd</sup> December 1985 executed between the Owners and the Promoters herein, the said Owners have granted to the Promoters herein the development rights in respects of property bearing Gut No - 242, Hissa No - 4, 5, 6 & 7, admeasuring 2 Acres and 29 Gunthas i.e. 13189 sq. yards equivalent to 11027 sq. mtrs or thereabouts and forming part of the said Larger Property (Hereinafter referred to as the First Property) for the total consideration of Rs.13,70,000/-(Rupees Thirteen Lacs Seventy Thousand Only) and upon such terms and conditions as contained in the said Agreement. A more particular description of the said First property is given Firstly in the Second Schedule hereunder written.
- c. Since the aforesaid Agreement was not registered with the concerned office of Sub Registrar of Assurances, by a Deed of Confirmation dated 19<sup>th</sup>



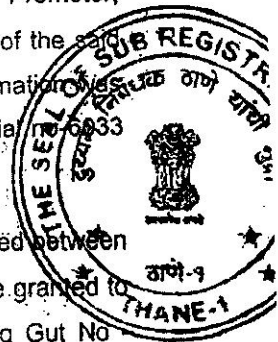
*Sushila Malge*

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December 2006, executed between the said Owners and the Promoter, both the Owners and the Promoter have confirmed the execution of the said Agreement dated 2<sup>nd</sup> December 1985. The said Deed of Confirmation was registered in the office of Sub-registrar of Assurances under serial no-6031 of 2006 on 19-12-2006.

- d. By another Agreement also dated 2<sup>nd</sup> December 1985 executed between the said Owners and the Promoter herein, the said Owner have granted to the Promoter the development rights in respect of property bearing Gut No - 242 (part), Hissa No - 1 & 2 admeasuring 1 Acres and 26 ½ Gunthas i.e. 8046 sq. yards equivalent to 6727 sq. mtrs (as per confirmation it is 6730) or thereabouts and forming part of the said Larger Property ( Hereinafter referred to as the Second Property) for the total consideration of Rs 9,20,000/- (Rupees Nine Lacs Twenty Thousand Only) and upon such terms and conditions as contained in the said Agreement. A more particular description of the said Second property is given Secondly in the Second Schedule hereunder written.
- e. Since the aforesaid Agreement was not registered with the concerned office of Sub Registrar of Assurances, by Deed of Confirmation dated 19<sup>th</sup> December 2006, executed between the said Owners and the said Promoter, both the Owner and the Promoter have confirmed the execution of the said Agreement dated 2<sup>nd</sup> December 1985. The said Deed of Confirmation was registered in the office of Sub-registrar of Assurances under serial no-6033 of 2006 on 19-12-2006.
- f. By yet another Agreement also dated 2<sup>nd</sup> December 1985 executed between the said Owners and the Promoter herein, the said Owners have granted to the Promoter development rights in respect of property bearing Gut No 242, Hissa No- 3 admeasuring 5 Acres and 24 ½ Gunthas i.e. 27,164 sq. yards equivalent to 22,712 sq. mtrs or thereabouts and forming part of the said Larger Property ( Hereinafter referred to as the Third Property) for the total consideration of Rs. 25,00,000/- (Rupees Twenty-Five Lacs Only) and upon such terms and conditions as contained in the said Agreement. A more particular description of the said Third property is given Thirdly in the Second schedule hereunder written.
- g. Since the aforesaid Agreement was not registered with the concerned office of Sub Registrar of Assurances, by Deed of Confirmation dated 19<sup>th</sup> December 2006, executed between the Owners and the Promoter, both the Owners and the Promoter have confirmed the execution of the said Agreement dated 2<sup>nd</sup> December 1985. The said Deed of Confirmation was



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registered in the office of Sub-registrar of Assurances under serial no-6032 of 2006 on 19-12-2006.

h. In the circumstances, by virtue of the said three Agreements and the said three Deeds of Confirmation, the Promoter herein are entitled to develop the said First Property, Second Property and the Third Property which comprises the Larger Property. The 7/12 abstract of said larger Property are annexed hereto & marked Annexure "A-colly".

i. All the First Property, the Second Property and the Third Property are contiguous lands and form one gut. (All the First Property, Second Property and Third Property is hereinafter collectively referred to as the said Property and all reference to the said property hereinafter shall mean & include the First Property, the Second Property and the Third Property, collectively, unless specifically otherwise mentioned).

j. By an Agreement for Joint Venture dated 15/04/2010 executed between the Owners, the Promoters herein as the Developer therein, and one M/S AKSHAR SPACE PVT LTD, a Private Limited Company incorporated under The Companies Act, 1956, having its Office at 2<sup>nd</sup> Floor, Big Splash, Sector 17, Vashi, Navi Mumbai, through its Authorised Directors MR. Hari B. [Name obscured] the Property. therein and hereinafter referred to as "The CO-DEVELOPER". The Promoter herein granted the development rights of the said property to the Co-developer for such consideration and upon the terms & conditions as mentioned therein. As mutually agreed between the Promoter and the Co-developer, the Co-developer has agreed to construct & handover certain constructed premises to the Promoter in lieu of granting the Development rights in respect of the said property, as mentioned therein. The said Agreement for Joint Venture is registered with the Sub-Registrar of Assurances at Thane vide No. TNN 11-01791-2010 dated 15/04/2010.

k. By a General and Substituted Power of Attorney dated 15/04/2010, the Promoters have granted to the Co-developer powers to develop the said property. The said General and Substituted Power of Attorney is registered with the Sub-Registrar of Assurances at Thane vide No. TNN 11-01792-2010 dated 15/04/2010.

l. By a Supplementary Agreement for Joint Venture dated 15/04/2010, executed between the Promoter and the Co-developer, both the Promoter and the said Co-developer have identified & earmarked the specific premises coming to their respective share. The said Supplementary



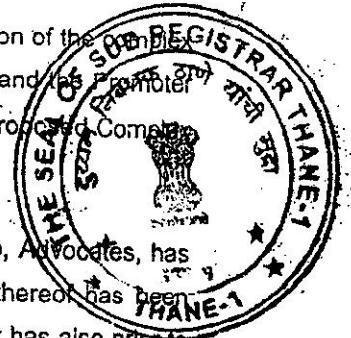
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दस्तावेज क्रमांक १०१/२०१२
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Agreement is registered with the Sub-registrar of Assurances, at Thane Vide No. TNN 3-04571-2010 dated 09/07/2010.

- m. The Co-developers in consultation with the Promoters herein have appointed Mr. Satish Ahuja as the Architects and have entered into such Agreements as prescribed by the Council of Architects. The Co-developers have also appointed a Structural Engineer for the preparation of the structural design and drawing of the buildings and the Promoter accept the professional supervision of the Architect and Structural Engineer till the completion of the building.
- n. The Co-developers, through their Architect Mr. Satish Ahuja have prepared building plans and has submitted to NMMC and other authorities the said building plans, specifications and designs for the said property. The NMMC has sanctioned the building plans, specifications and designs submitted by the Co-Developer and granted the Commencement Certificate and Development permission vide Letter No. NMMC/TPD/BP/CASE NO.A-10620/1525/2010 dated 23-04-2010. A copy thereof has been annexed hereto and marked "Annexure B".
- o. The Co-developer has now commenced with the construction of the Complex on the said Property in accordance with sanctioned plans and the Promoter is desirous of selling flats coming to her share in the said proposed Complex (which is named as "GREEN WORLD").
- p. The Report on Title issued by M/s. Himanshu Bheda & Co, Advocates, has been seen and inspected by the Purchaser and a copy thereof has been annexed hereto and marked "Annexure C". The Purchaser has also prior to the execution of this Agreement for himself / herself satisfied about the right and title of the Promoter to the said Property, the right of the Promoter along with the Co- Developer to develop the said Property and to construct the said proposed Complex/building on the said Property more particularly described in the First and Second Schedule hereunder written. The Purchaser by virtue of his/her/their having executed this Agreement, is deemed to have accepted the title of the Promoter to the said Property as clear & marketable & free from all encumbrances and no further requisition or objection shall be raised upon it in any matter relating thereto.
- q. On satisfying himself/herself about the plans and other terms and conditions including the Title, the Purchaser hereby agrees to purchase Flat No. 1201 on the 12<sup>th</sup> Floor in 'A1' Wing admeasuring about 782 Sq.Ft. or thereabouts Carpet Area (hereinafter referred to as the said Premises) in the Project



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*[Handwritten signature]*

known as "GREEN WORLD" and more particularly described in the Third Schedule hereunder written for a total agreed consideration of Rs. 45,60,000/- (Rupees Forty Five Lakhs Sixty Thousand Only.) The said premises forms a part of the Promoters allocations & hence the Promoters have full right and absolute authority to sell the said premises to the Purchaser. The typical floor plan of the said Flat/Shop is annexed hereto & marked with "Annexure D".

r. Now both the Parties are desirous of recording the terms and conditions of these presents so reached between them.

**NOW THESE PRESENTS WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

1. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963, and the Maharashtra Ownership Flats Rules, 1964 or any amendment there in or re-enactment thereof for the time being in force or any other provisions of law applicable from time to time.
2. The Promoter along with the Co-developer shall under normal conditions construct a building on the said property in accordance with the said plans and specifications approved and sanctioned by the NMMC and other concerned authorities with variations and modifications as the said Co-developer in consultation with Promoter may consider necessary or desirable as may be required by NMMC or any Public Body or Authority to be made by them and/or any other changes or alteration which the Promoter and the Co-developer in their absolute discretion deem fit either the whole Building or part thereof or in the premises and the Purchaser hereby give irrevocable consent to the Promoter and the Co-developer to incorporate all such changes, modifications etc as may be required by NMMC or any other authority. The Purchaser doth hereby specifically agree with the Promoter that Promoter and the Co-developer shall be entitled to make any such changes, additions, variations, alteration, amendments, modifications therein as they may consider necessary or as may be required to be done/considered proper by NMMC or any other local/public body/authority provided that the Promoter shall have obtained the prior consent of the Purchaser in respect of such variations/modifications/alteration/ amendment that may adversely affect the Purchaser's said Flat/Shop hereby agreed to be purchased/acquired by them as per the terms of these presents. The said plans and specifications have been kept at the office of the Promoter for inspection.



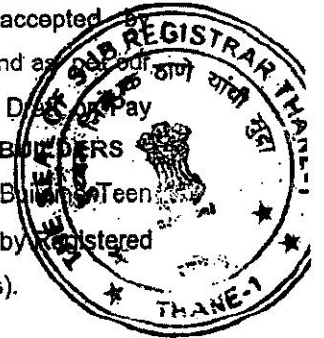
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3. The said premises forms a part of the Promoters allocations & hence the Promoters have full right and absolute authority to sell the said premises to the Purchaser. The Purchaser/s has/have, prior to execution of this Agreement satisfied himself/herself/themselves about the title of the Promoter to the said Property described in the First and Second Schedule hereunder written and the Promoters right to sell the said premises hereunder. The Purchaser/s shall not be entitled to further investigate the title of the Promoter /Owner and no requisitions or objections shall be raised on any matter relating thereto.
4. The Purchaser hereby agrees to purchase Flat No. 1201 on the 12<sup>th</sup> Floor in 'A1' Wing admeasuring about 782 Sq. Ft. o thereabouts Carpet Area (hereinafter referred to as the said Premises) in the Project known as "GREEN WORLD" which is more particularly described in the Third Schedule hereunder written, for a total agreed consideration of Rs. 45,60,000/- (Rupees Forty Five Lakhs Sixty Thousand Only.) The purchaser/s has / have paid a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) on or before the execution of these presents as earnest towards the said Flat (the Payment and receipt whereof the Promoters do hereby admit and acknowledge and of and from the same discharge the Purchaser/s forever). The balance consideration of Rs. 40,60,000/- (Rupees Forty Lakhs Sixty Thousand Only.) shall be paid by the Purchaser to the Promoter as per the following schedule and as is also mentioned in Annexure E annexed hereto : (Time being essence of the contract) :-

The payment of any of installment/payment will be accepted by cheque,/Demand Draft , Pay Order or by Wire Transfer only and as per the schedule mentioned hereinabove. The cheque, Demand Draft or Pay Order should be drawn in favour of : "M/S. MOUNT MARY BUILDERS and shall be sent to Office of Promoter at 205 Tulsi Shyam Building, Teen Hath Naka Thane (W) – 400 604, either by hand Delivery or by Registered A/D or by Courier ( Acknowledges Due in all types of Deliveries).



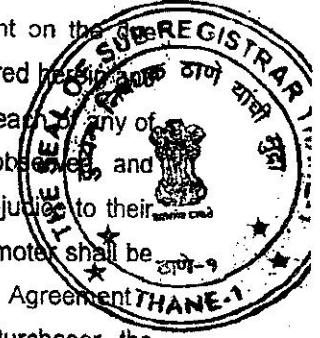
5. The time for payment is an essence of contract. Whether the Purchaser is availing the loan facilities from any financial institution or not, the Purchaser has unconditionally agreed to pay all the above installments due within 10 days from the due dates, failing which the Purchaser shall pay financial charges at the rate of 24% p.a. till the payment of the installments. The Promoter shall charge the Financial charge to the Purchaser without prejudice to their other rights in law.

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6. The installments referred herein above and payable by the Purchaser shall be paid on the respective due dates strictly as per the aforesaid time schedule without any delay or default as time in respect of payment of installments in respect of all amounts payable under this Agreement are the essence of the Contract. The Promoter shall forward to the Purchaser at the address given by the Purchaser in this Agreement intimation regarding the Promoter and the Co-developer having commenced the aforesaid work. The Purchaser shall be bound to pay the amount of the installments within ten days from the date the Promoter has dispatched such intimation Under Certificate of Posting /By Courier at the address of the Purchaser as given in this Agreement. The Purchaser will not hold the Promoter responsible for delay in postal service or delay in receipt or non-receipt of the said letter. In the event the Promoter do not receive any of the installments for any reason whatsoever within the stipulated due dates, the Purchaser/s shall be liable to pay the Promoter interest @ 24% p. a for delayed payments. The Promoter shall obtain and keep in its office situate at the said property for the inspection by the Purchaser, the Certificate of Architect certifying that the Promoter and the Co-developer has commenced the work and such certificate shall be valid and binding upon the Purchaser and the Purchaser agrees not to dispute the same . If the Purchaser makes any delay or defaults in making payment of any of the installments referred hereinabove than the Promoter shall be entitled to charge for over due period interest at the rate of 24% per annum on all such overdue installments. It is further agreed that on the Purchaser committing default in Payment on the due dates all or any of the installments and/or other amounts referred herein above payable under this Agreement or if the Purchaser commits breach of any of the terms and conditions contained herein and to be observed and performed by the Purchaser then and in that case without prejudice to their other rights under this Agreement and under the law the Promoter shall be entitled at his sole discretion an option to terminate this Agreement. Immediately after the issue of the termination letter to the Purchaser, the Promoters shall be entitled to resell the said flat to any willing Purchaser upon such terms and conditions and for such consideration as the Promoters may in their absolute discretion, deem fit, necessary and proper. The resultant loss arising of the resale of the said flat shall be deducted from the part consideration already paid by the Purchaser, deficit if any, shall be payable by the Purchaser. In addition to the resultant loss arising of the resale of the said flat, Promoters shall be entitled to forfeit the 25% of the purchase price of the Premises. The balance amount/ refund if any, payable to the Purchaser shall be refunded by the Promoters (but without any



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interest, compensation, damage or cost) after the Promoters sell the flat to any other prospective buyer and receive the consideration from new buyer. The Promoters will be entitled immediately after the termination of this Agreement to sell and/ or dispose off the said Premises in favour of any third party or person and the Purchaser herein will have no right to object, obstruct or interfere to such sale/ disposal of the said premises by the Promoters.

7. If the Purchaser surrenders his/ her/ their Premises for any reason of whatsoever nature in any stage during the construction or the Purchaser commits default in making payment of any of the installments mentioned hereinabove and as a result whereof the Promoters terminate this Agreement then in that event the Promoters shall resell the said flat to such willing Purchaser upon such terms and conditions and for such consideration as the Promoters may deem fit, necessary and proper. Any resultant loss due to the resale of the said flat shall be totally borne and paid by the Purchaser alone. In addition to the said resultant loss, the Promoters are entitled to forfeit the 25% of the total agreed consideration and shall also deduct the outstanding interest payable by the Purchasers to the Promoters after the said flat has been resold by the Promoters and the Promoters have received the consideration from such Purchasers, the Promoters will refund the balance amount without any interest. In this case the Purchaser will not be entitled to any claim in respect of Registration, Stamp Duty or interest paid by him.

8. The Promoter have agreed to provide the amenities in the said Premises as per the List of Amenities attached hereto and marked with Annexure

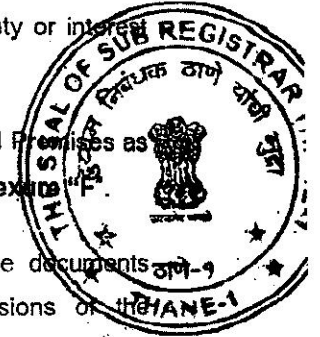
9. The Purchaser admits having taken an inspection of all the documents required to be given by the Promoter under the provisions of Maharashtra Ownership Flats Act. The Purchaser/s hereby agree and confirms that the Promoter and the Co-developer shall have irrevocable rights for the purpose as set out herein below & the Promoter and the Co-developer shall be entitled to exercise the same as if Purchaser has given prior written consent to the Promoter and the Co-developer as required under the said Act. However, with the view to remove any doubt, the Purchaser hereby confer upon the Promoter and the Co-developer such right/authority to the Promoter and the Co-developer for the purpose as set out herein below:-

(a) Without modifying the plan of the said Flat/Shop/premises, the Promoter and the Co-developer shall be entitled to amend, modify

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and/or vary the building plans or the lay out or sub-division plan/s as also the specifications in respect thereof.

- (b) The Promoter and Co-Developer shall be entitled to consume such F.S./ TDR as may be available in respect of the said Property or any part thereof at present or in future and/or such balance and/or additional floors on the said Property as the Promoter shall think fit and proper. Such full consumption of available F.S./ TDR is to be fully utilized by the Promoter and Co-Developer before execution of Deed of Conveyance /Vesting documents in favour of the Society.
- (c) The Purchaser or the Society of the Purchaser of all Flat/Shops/premises holders shall not raise any objections on any ground as to Promoter and the Co-developer rights reserved hereunder.
- (d) The Promoter shall, after consuming such balance and/or additional F.S./ TDR by constructing tenements on the said Property, be entitled to sell such tenements coming to her share for such permissible uses to such persons and such consideration as they may in their absolute discretion deem fit and proper.
- (e) The Promoter and Co-developer shall be entitled to consume such balance or additional global F.S./ TDR available under G.D. Rules or by any special concession being granted by NMMC or any other authorities.
- (f) It is agreed between the Promoter and the Purchaser/s that the Purchaser/s has/have no objection to the Promoter along with the Co-developer developing the said Property for commercial residential purposes or of any other purpose or purposes as the Promoter and Co-developer may desire from time to time and the Purchaser/s shall not object to or dispute the same in any manner whatsoever.
- (g) The Purchaser herein and all other purchasers of the Flat/Shops/premises in the said building shall not have any right, title, claim or interest in respect of the open spaces, parking spaces, open areas, hoardings and common area of the buildings including the garden areas and that the rights of the purchasers confined to the said Flat/Shop/premises only & such areas shall belong to Promoter and the Co-developer until execution of the said final Deed of Conveyance /Vesting documents in respect of the said Property in



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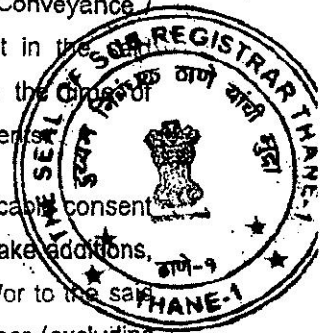
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favour of such society & thereafter the same, shall belong to the said society alone.

- (h) The percentage of undivided interest of the Purchaser in the common areas & facilities limited or otherwise pertaining to the said Flat/Shop/premises hereby agreed to be sold to the Purchaser/s shall be in proportions to the areas of the said Flat/Shops/premises hereby agreed to be sold hereunder to the common areas and facilities limited or otherwise as disclosed by the Promoter.
- (i) The Purchaser hereby agrees and undertakes to execute /deliver letter of consent according his consent under section 7, of the Maharashtra Ownership Flats Act, without raising any objection or requisition.
- (j) Irrespective of possession of the said Flat/Shop/premises being given to the Purchaser/s and/or the management of the said Property being given to ad-hoc committee of the purchasers or not, the right under this clause and/or Agreement reserved for the Promoter to exploit the potential of the said Property described in the First and the Second Schedule hereunder written shall be subsisting & shall continue to vest with the Promoter till Deed of Conveyance /Vesting documents is executed in favour of the Society so formed & the Promoter shall be entitled to execute the Deed of Conveyance / Vesting documents reserving therein their such right in the Property in their favour as may be outstanding at the time of execution of such Deed of Conveyance /Vesting documents.

10. The Purchaser herein doth hereby agree and give their irrevocable consent that the Promoter and the Co-developer shall have right to make additions, alterations, amendments & changes in the building plans and/or to the said building or any part thereof for any users or to change the user (excluding the said Flat/Shop) including to raise additional floors or structures on the said Complex/building or open part or parts of the said Complex /building /Property including the terrace at anytime either before or after transfer of the Property & such rights shall include the right to use/consume F.S./ TDR . or additional F.S./ TDR . or global F.S./ TDR which may become available in respect of the said Property or any other lands at anytime hereafter in future by reserving such rights in Deed of Conveyance /Vesting documents or to make such amendments/alterations in the sanctioned plan as may be permitted by NMMC and/or any other authorities and such additions of additional structures or floors or storey or Flat/Shops shall be the sole and



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absolute Property of the Promoter and the Co-developer who shall be fully entitled to sell, deal with and dispose off the same to any person/s.

11. During the construction work of the Complex/building the Promoter and the Co-developer can commence the work on any wing or floor or Premises as per his convenience, the Purchaser will not object to that and pay his/her/their installment as per stipulated period. The Commencement of work means the commencement of work of the Complex/ particular building and not the commencement of work of a particular Premises.
12. The Purchaser has taken inspection of the aforesaid Agreements including Development Agreement, sanctioned plans, and other relevant documents and the Purchaser has visited the site of construction and made himself familiar with the terms and conditions imposed by the NMMC / other relevant authorities. The Purchaser binds himself/herself/themselves to adhere with terms and conditions of the above documents.
13. It is agreed that if Floor Space Index is not consumed in full in the construction of the said Complex/building & before the transfer of the Property to such Society if any further F.S.I/ TDR or construction on the said Property is allowed in accordance with the rules & regulations of NMMC, then the Promoter and the Co-developer will be entitled to put up such additional or other construction on the said Property without any let or objection or hindrance by the purchasers and also to sell the same on ownership basis upon such terms & condition at their sole direction as also to receive & appropriate the price in respect thereof. It is, however, agreed by the Promoter that the Promoter and the Co-developer shall not construct such additional or other structure/s on the said Property so as to adversely affect the area of the said Flat/Shop hereby agreed to be allotted/sold to the Purchaser & the Purchaser doth hereby give her irrevocable consent to such construction by the Promoter and the Co-developer & for the said purposes, to make such alterations/changes in the plans shown to the Purchaser.
14. The Promoter shall give the possession of the said premises to the Purchaser after the said Complex/building is ready for use and the building completion or Occupation Certificate shall have been obtained from the NMMC or other relevant authority or body or public authority. The Promoter shall give possession of the said premises to the Purchaser on or before 31-12-2015, (Subject to force majeure). However the Promoter shall be entitled to reasonable extension of time for completing construction of the said Premises within the aforesaid period if the same is delayed on account of:



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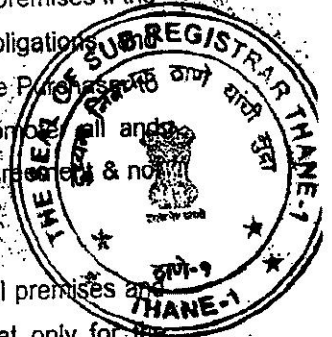
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- i. War, civil commotion or act of God;
- ii. Any notice order notification of the Government and / or other public or competent authority;
- iii. Order / judgment / decree of any judicial / quasi-judicial body or authority restraining the development of the said Property.
- iv. Any suit, action, litigation, disputes restraining the development of the said Property.
- v. Any change in any law, notification, and regulation relating to the development of the said project.

And also the Promoters shall not be liable for any delay that shall be caused due to any delay on the part of Government, Semi Government, NMMC, revenue Authority or any other concerned authority in granting the necessary permissions, sanctions, NOC that shall be required by the Promoters and the Co-developer from time to time.

The Purchaser shall within 15 days of the receipt by him of the written notice from the Promoter that the said premises is ready for use and occupation take possession of the said premises.

15. The Purchaser shall be entitled to take possession of the said premises if the Purchaser has duly observed and performed all the obligations stipulations contained in this Agreement and on the part of the Purchaser shall be observed and performed and also duly paid to the Promoter all and whatsoever amounts payable by the Purchaser under this Agreement & not otherwise.
16. The Promoter have informed the purchaser of the residential premises and the purchasers are aware that they shall use the said Flat only for the Residential purposes & shall not carry out any commercial activity, usage from the said Flat.
17. The Purchasers have agreed declared & confirmed with the Promoter that the Purchasers shall:-
  - a. Having regard to the elevation of the buildings in the said project, the Promoter shall provide a railing. Accordingly the Promoter have informed the Flat Purchasers that they will not be entitled to install any additional grills to the windows/ balcony without first obtaining the prior written consent from the Promoters.



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b. Not put or place flower Pots, Vases or any plantations outside the Windows.

c. The Purchaser shall not store any materials, belongings, and stocks in the said open passage.

18. Notwithstanding anything contained in this Agreement or in this clause the Promoter shall not incur any liability if the Promoter is unable to deliver possession of the said premises as mentioned hereinabove, if the completion of the said Complex/building is delayed for any reason of non-availability of steel or cement or other building materials or on account of labour trouble, civil commotion, riot or any Act of God or on account of any notice under other public body or authority or on account of withholding or delaying in the grant of the building completion certificate, water connection, electricity connection and/or any other necessary permission of sanctions by the NMMC, Government, the said NMMC and/or any such other or similar public or authority or beyond the control of the Promoter and/or force majeure.

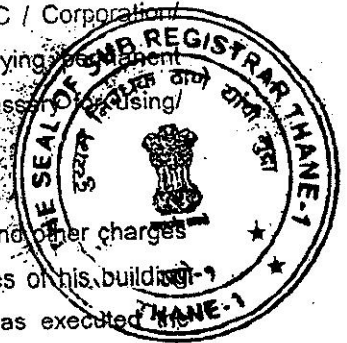
19. The Promoter shall not be liable for any loss, damage, injury or delay due to Maharashtra State Electricity Board / or any other supplier, causing delay in sanctioning and supplying electricity or due to NMMC / Corporation / Local authority concerned, causing delay in giving/supplying water connection or such other service connections necessary for occupying the Premises.

20. The Purchaser/s shall be liable to bear and pay all taxes and other charges payable in respect of his premises and common expenses of his building proportionally from the date from which the Promoter has executed Agreement with the Purchaser and shall be liable to pay service charges and outgoings from the date the Promoter and the Co-developer obtain Part Occupancy/ Occupancy Certificate from the NMMC.

21. The Purchaser shall bear and pay to the Promoter, as and when demanded towards the mutually agreed cost, expenses for all the following Charges, amounts and Expenses.:

1) Rs.2,85,000/- towards Water Connections and MSEB Charges and Deposit payable to the Public Authorities.

2) Rs. 85,000/- Non refundable Club House Membership Fees.



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- 3) Rs.5,000/- for legal charges for formation and registration of the Association / Society .
  - 4) Rs. 360/- for Share Money, application entrance Fees of Association / Society.
  - 5) Service Tax, VAT, Cess or any other taxes or charges levied by the state or Government authorities.
  - 6) Any other charges, taxes and expenses levied by the Government authorities.
  - 7) Advance deposit of outgoings for proportionate contribution towards the maintenance and other incidental charges as specified in clause No.28 hereinbelow.
22. In addition to the agreed consideration, and other charges mentioned hereinabove, the Service Tax, VAT, GST payable to the Central Government/State Government or any other or additional taxes, charges, levies as and when levied on the sale of this Flat/Shop shall be borne and paid by the Purchaser alone. It is hereby specifically agreed by the parties hereto that the liability of the Purchaser to pay the above Service Tax, VAT, GST shall remain in force even after the Promoter have handed over the possession of the said Flat/Shop to the Purchaser. And at no point of time, the Promoter shall be liable to bear or pay the same in any manner whatsoever.
23. Upon the possession of the said premises being delivered to the Purchaser, the Purchaser shall be entitled to the use and occupation of the premises and thereafter the Purchaser shall have no claim against Promoter and the Co-developer as to any defect in any item or work of construction of the said premises or on any ground whatsoever.
24. The Purchaser shall after the expiry of a period of 15 days after the receipt of the notice from the Promoter that the said premises is ready for use and occupation be liable to bear and pay all taxes ground rent and charges for electricity and other services and outgoings payable in respect of the said premises as provided herein irrespective of the fact whether he/she has taken possession of the premises from the Promoter or not.
25. The Purchaser/s agrees and undertakes to pay all the amounts payable under this Agreement as and when called upon by the Promoter and the Promoter are not bound to give any notice and the absence thereof shall not



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be admitted as an excuse for non-payments of any amount on the due date. The Purchaser/s further agree/s and undertake/s to observe and perform the terms conditions and covenants contained in this Agreement and to keep the Promoter and Co-developer indemnified against the said payment and observance and performance of the said terms, conditions and covenants to be observed and performed by the Purchaser/s under this Agreement.

26. The Purchaser of the premises shall alone be liable to pay the additional ground rent if any levied by the NMMC in respect of the premises and accordingly the said Flat/Shop agreed to be purchased by the Purchaser. The Purchaser shall pay the proportionate amount of the said additional ground rent. The determination by the Promoter or the Society as the case may be of the ground rent payable by the Purchaser of the premises shall be accepted as final and binding upon the purchasers.
27. The Promoter have informed the Purchaser and the Purchaser is aware that after the Purchaser has completed the entire payment towards the cost of the said Flat/Shop and has complied with all the terms of this Agreement, the Promoter shall form one or more Co-op Society / Pvt. Limited Company/ Condominium of Apartments and shall enroll the Purchaser as the members/ Share holder of such Co-op Society / Pvt. Limited Company/ Condominium of Apartments.
28. The Purchaser, at the time of taking possession, agrees and binds himself / herself to deposit with the Promoter an amount as such demanded by the Promoters towards the Ad hoc advance maintenance charges for the flat for 24 months in advance and afterwards pay to the Promoter every quarterly in advance such amounts as shall be billed by the Promoters/Society (proposed) towards the maintenance charges until the formation of the Co-operative Housing Society and/or other body corporate and/or other organisation (hereinafter referred to as "the said society") and thereafter to the said Society his/her/their proportionate share that may be decided by the Promoter of the said society as the case may be, all rates taxes ground rent (including additional ground rent levied by the NMMC in respect of the premises) dues, duties, impositions, outgoing and burdens now or at any time levied, assessed or imposed upon or in respect of the said Property or the said new building or occupiers thereof by the NMMC or the Government or Revenue authority in respect of the said Complex/building or the use thereof and payable either by the Purchaser or the Promoter or occupiers and shall also pay his/her/their proportionate share of all outgoing in respect of the said premises viz. taxes, ground rent, additional ground rent, insurance, sanitation charges, water charges,



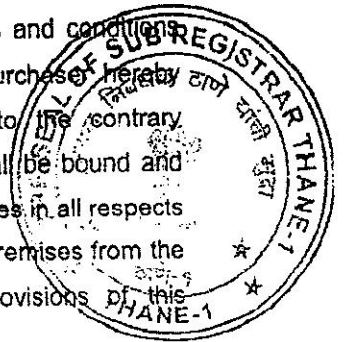
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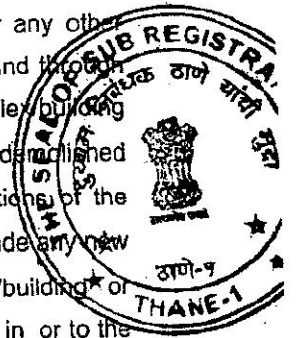
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charges in respect of common lights, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said premises and the Purchasers shall indemnify and keep indemnified the Promoter in that behalf. In determining the proportionate share of outgoings payable under this clause the ratable value of the said premises that may be fixed by the NMMC will be taken into account. Apart from the said advance maintenance charges collected by the Promoters from the Purchasers, the Promoters shall not be liable or responsible to give accounts /details of any other charges /amounts that the Purchasers shall pay to the Promoters under this Agreement

29. The Purchaser has perused and is aware of all the terms and conditions contained in the said documents, recited above. The Purchaser hereby agrees and undertakes that notwithstanding anything to the contrary contained herein or in the said documents he/she/they shall be bound and liable to pay to the Promoter his/her/their proportionate shares in all respects taxes, outgoings and other charges in respect of the said premises from the period referred herein and in accordance with the provisions of this Agreement.



30. The Purchaser shall from the date of possession maintain the said premises, at his/her/their own costs in a good and tenantable repair and condition shall not do or suffer to be done anything in or to the said building or the said premises, staircases and common passages which is or may be contrary to or against the rules or bye-laws of the NMMC or any other authority. The Purchaser further covenants with the Promoter and through them with the purchasers or the other premises in the said Complex/building that he/she/they at any time shall not demolish or caused to be demolished any structure in the said Complex/building or any part or portions of the same nor will he/she/they at any time make or caused to be made any new construction of whatsoever nature on or in the said Complex/building or any part thereof nor will make any additions or alterations in or to the said premises or said Complex/building and balcony or gallery in the front without previous consent of the NMMC or the Promoter or the said Society as the case may be. The Purchaser from the date of possession will maintain the lift, water pump, fire fighting equipment and other assets provided by the Promoter and the Co-developer on their own cost. The Promoter and the Co-developer will not be held responsible.



31. Nothing contained in these presents is intended to be nor shall be construed to grant demise or assignment in law of the said premises or the said Property or any part thereof or the said complex / building thereon or any

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party thereof. Such grant demise or assignment as aforesaid shall take place only upon the transfer by a Deed of Conveyance /Vesting documents of the said Property and of the Complex/building to be constructed thereon to the said society.

32. So long as all or any of his/her/their dues herein stated remains unpaid and so long as the said society shall not be registered the Purchaser shall not without the prior consent in writing of the Promoter let, sublet, transfer, assign or part with the possession of the said premises or any part thereof.

33. The Purchaser along with such other persons who shall have taken possession or acquire the Premises shall form themselves into a Co-operative Society under and in accordance with the Maharashtra Co-operative Societies Act 1960 or any other body corporate or other organisation determined by the Promoter. The said Complex shall always be known as "GREEN WORLD" and the said Society or any other body corporate or other organisation determined by the Promoter on the said Property shall always be known by such name as suggested by the Promoter and the Co-developer and approved by the authorities. The Purchaser shall co-operate with the Promoter in forming, registering and incorporating the said society and shall sign all necessary papers and documents and do all other necessary papers and documents and do all other acts and things as the Promoter may require the Purchaser to do from time to time in that behalf or safe guarding or better protecting the interest of the said society and of the Purchaser of the Premises in the Complex/building. All costs and charges for above shall be borne and paid by the purchasers.

34. The Purchaser for themselves do hereby covenant with the Promoter as follows:

(a) To maintain the said Flat/Shop at their own costs, charges & expenses in good tenantable repair & conditions from the date of his taking the possession of the said Flat/Shop & shall not do or suffer to be done anything in or to Complex/building in which the said Flat/Shop is situated, against the rules, regulations and bye-laws of concerned local authorities or Co-op. Society or change/alter or make any addition in/to the said Flat/Shop or any part thereof without obtaining prior written consent of the Society.

(b) Not to store in the said Flat/Shop any good/articles which are of hazardous, combustible or dangerous nature or are so heavy as to



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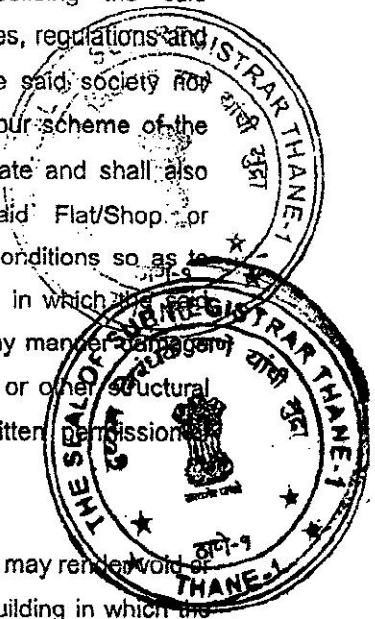
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damage the construction/structural stability of building in which the said Flat/Shop/premises are situate or storing of which is objected to by the concerned local or other authority & shall not carry or cause to be carried any heavy package on the upper floor which may damage or likely to damage the common passage, staircase or any other structures of building including entrance of the building in which the said Flat/Shop/premises is situate & in case, if any damage is caused to the building or to the said Flat/Shop/premises on account of negligence or default of the Flat/Shop/premises Purchaser in this behalf, they shall be alone liable for the consequences of such breach/default.

- (c) To carry at their own cost, charges and expenses, all internal repairs to the said Flat/Shop/premises & maintain the said Flat /Shop /premises in the same condition, set and order in which it was delivered by the Promoter to the Purchaser/s & shall not do or suffered to be done any thing in/to the building the said Flat/Shop/premises which may contravene the rules, regulations and bye-laws of the concerned local authority or the said society and cause any alterations in elevation or outside colour scheme of the said building in which the said Flat/Shop is situate and shall also keep the sewers, drains, pipes of the said Flat/Shop or appurtenances thereto in good and tenantable conditions so as to support or protect the other parts of the building in which the Flat/Shop is situated and shall not chisel or in any manner damage the columns, beams, walls, slabs, RCC, pardis, or other structural changes in the said Flat/Shop without the prior written permission of the Promoter or society.
- (d) Not do or permit to be done any act or thing which may render void or voidable any insurance of the said Property or building in which the said Flat/Shop/premises are situated or any part thereof or whereby any increase in premium shall become payable in respect thereof.
- (e) Not to throw any dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Flat/Shop/premises in compound or any part of the said Property and building in which the Flat/Shop is situated.
- (f) Pay to the Promoter, within 7 days of demand by them, their share of security deposits demanded by concerned local authority or



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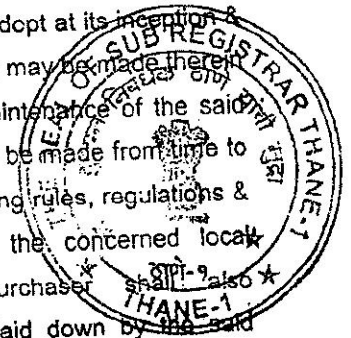
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Government for giving water, electricity or any other service connections to the building in which the said Flat/Shop is situated.

- (g) To bear & pay any increases in local tax, water charges, insurance and such other levies, if any, which may be imposed by the concerned local authority or Government or other public authority on account of the change of user of the said Flat/Shop by the Purchaser.
- (h) The Purchaser shall not let, sub-let, transfer, assign or part with possession of the said Flat/Shop/his interest or benefits under this Agreement until all dues due & payable by them to the Promoter under this Agreement are fully paid and only if the Purchaser had not been guilty of breach or for non-observance of any of the terms & conditions of this Agreement until the Purchaser has intimated in writing to the Promoter.
- (i) That Purchaser shall observe and perform all rules and regulations which the Society or a Limited Company may adopt at its inception & the additions, alterations or amendments which may be made therefrom from the time to time for the protection & maintenance of the said building or the said Flat/Shop therein that may be made from time to time for observance and performance of building rules, regulations & bye-laws for the time being in force, of the concerned local body/authority or Government. The Purchaser shall also observe/perform all stipulations/ conditions laid down by the said Society regarding the use/occupation of the said Flat/Shop in the building & shall contribute punctually towards taxes and other dues/outgoings in accordance with the terms of this Agreement.
- (j) Till Deed of Conveyance / Vesting documents of the said Property along with the said building is executed by the Society / Promoter, the Purchaser/s shall permit the Promoter and Co-developer, their servants and agents, with or without workmen, at all reasonable times, to enter in to and upon the said Property & building or any part thereof to view the state and conditions thereof.
- (k) In the event of Purchaser committing any breach or act in contravention of the above provision, the Purchaser shall be liable or responsible for the consequence in respect thereof to the Promoter or to the concerned local authority or other public authority in that behalf.



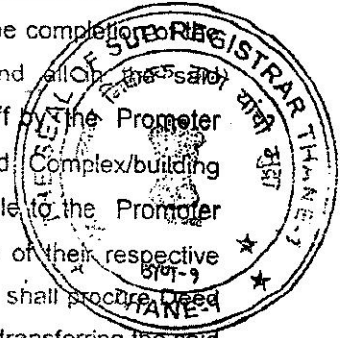
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35. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said Premises of or the said lands and buildings or any part thereof. The Purchaser/s shall have no claim save and except in respect of the said Premises hereby agreed to be sold to them and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain the property of the Promoter until the said property and the Buildings/Complex is/are transferred to the said Society/limited Company as hereinabove mentioned.
36. In respect of any amount liable to be paid by the Purchaser to the Promoter under or by virtue of this Agreement the Promoter shall have a first lien and charge on the said premises so long as the same shall remain unpaid. All unsold Premises, car parkings will also remain as the sole property /asset of the Promoter.
37. The Promoter shall after the said society or body corporate and /or other organization shall have been duly registered and after the completion of the said Complex/building and after all the Premises and all of the said Complex/building shall have been sold and disposed off by the Promoter and after the purchasers of all the Premises in the said Complex/building shall have paid in full and their respective dues payable to the Promoter and strictly complied with all the terms and conditions of their respective Agreements with the Promoter thereafter the Promoter shall procure Deed of Assignment / Deed of Conveyance or other document transferring the said Property together with the Complex/building in favour of the said Society. All the proportionate costs and expenses for Deed of Conveyance /Vesting documents shall be borne by the Purchasers.
38. The said deposits towards the advance maintenance charges referred to hereinabove in clause 28 shall be paid by the Purchaser and he/she/they shall not raise any objection whatsoever in calculating the rate of such deposits and such deposits shall on such Deed of Conveyance /Vesting documents executed be paid over by the Promoter to the said society or body corporate/ organisation after deducting there from the amount if any payable by the Purchaser to the Promoter under and in accordance with the provisions of this Agreement. Apart from the said advance maintenance charges collected by the Promoters from the Purchasers, the Promoters shall not be liable or responsible to give accounts /details of any other charges /amounts that the Purchasers shall pay to the Promoters under this Agreement. PROVIDED HOWEVER that the Purchaser shall pay such further amounts or amount to the Promoter as required by them from time to time towards the aforesaid deposit or any other deposits in the event of



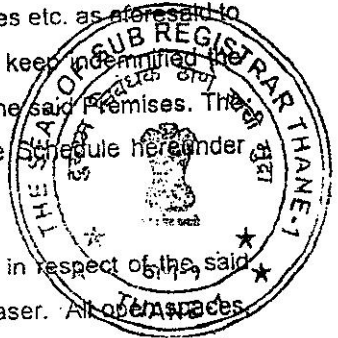
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the said deposit being insufficient to meet the expenses. The Purchaser further agrees and binds himself/herself to pay from the date of delivery of possession of the said Premises (the date means the date on which the Promoter shall give notice to the Purchaser that the said Premises is ready to be handed over to him/her) the proportionate share to be determined by the Promoter and all outgoing taxes and other taxes levies, insurance, water charges, common lights, sewage, sanitation, electric bills and all other expenses incidental to the management and maintenance of the Property until the NMMC taxes and water charges are fixed and/or assessed separately and exact amounts are worked out for each of the Premises.

39. The Purchaser agrees and undertakes that from the aforesaid date of possession he/she/they shall regularly pay such amounts as is determined by the Promoter every month in advance on account of the NMMC taxes, water charges, insurance, maintenance, expenses etc. as aforesaid to the Promoter and the Purchaser shall indemnify and keep indemnified the Promoter against the said and charges in respect of the said Premises. The outgoing payable by the Purchaser is set out in the Schedule hereunder written.
40. The Purchaser shall have no claim save and except in respect of the said premises hereby agreed to be acquired by the Purchaser. All open spaces, floor spaces indexes, parking spaces, staircases etc. will remain to be the Property of the Promoter until the whole Property together with the structures standing thereon is transferred to the said Society but subject to the rights of the Promoter contained herein.
41. The Promoters have informed the Purchaser and the Purchaser is aware that the Common maintenance charges for the entire complex (excluding Property Taxes payable to NMMC) shall be charged proportionately to all the Flats/Shops in accordance with the area of the said Flats/Shops. No additional Common maintenance charges shall be recovered from the Shop Purchasers for any reason whatsoever.
42. So long as the said premises in the said Complex/building shall not be separately assessed for NMMC charges and water rates, the Purchaser shall pay proportionate share of the water tax assessed on the whole Complex/building, such proportions is to be on the basis of the proportionate area of the premises in the said Complex/building agreed to be purchased by the Purchaser.

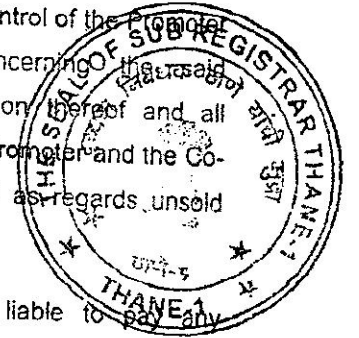


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43. The Purchaser hereby agrees that in the event of any amount by way of premium or security deposit to the NMMC the State Government or to any other competent authority or betterment charges or development tax or security deposits for the purpose of giving water connection or any other tax or payment of similar nature becoming payable by the Promoter the same shall be reimbursed by the Purchaser to the Promoter in proportion to the area of the premises agreed to be purchased by the Purchaser and in determining such amount the decision of the Promoter shall be conclusive and binding upon the Purchaser.
44. In the event of the said society or other body corporate being formed and registered before the sale and disposal by the Promoter of all the Flat/Shops / Car parking in the said Complex/building the power and authority of the said society and the Purchaser and other Purchaser of the Premises shall be subject to the overall authority and control of the Promoter and Co-developer or any of the matters concerning the said Complex/building and the construction and completion thereof and all amenities pertaining to the same and in particular the Promoter and the Co-developer shall have absolute authority and control as regards unsold Premises / Car parking and the disposal thereof.
45. The Promoter and the Co-developer shall not be liable to pay any maintenance or common expenses in respect of the unsold Flat/Shops in the said Complex/building. The Promoter and the Co-developer shall however, bear and pay the Municipal taxes and dues of the Corporation for the same.
46. During the course of construction, if the Purchaser is desirous of visiting the said property, the Purchaser shall obtain a written permission from the Promoter. During such Visits to the Site, in case if there is any accident/ mishap or casualty then the Promoter and the Co-developer will not be responsible or liable in any manner whatsoever.
47. M/s. Himanshu Bheda & Co., Advocate for the Promoter shall prepare, and engross and approve the Deed of Conveyance /Vesting documents and all other documents, which are to be or may be executed in pursuance of this Agreement. The Purchaser shall bear all costs professional charges and expenses for the same and also all expenses of the stamp duty, registration charges for Deed of Conveyance /Vesting documents or any other Deed consent writing and other documents the costs in connection with the formation of the said Society and /or body corporate or other organisation the costs of the stamping and registering all the Agreements, deeds, transfer deeds or any other documents required to be executed by the entire



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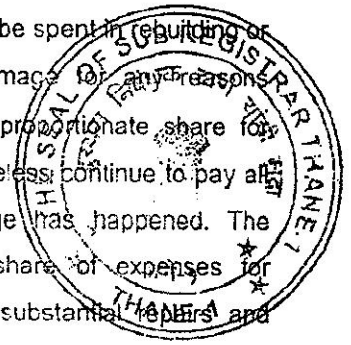
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professional costs of the Advocates of the Promoter shall be borne and paid by the said Society or proportionately by all the Purchasers of the Premises in the said Complex/building alone.

48. It is understood by the Purchaser that whatever payments are made by the Promoter to be further paid by him in connection with or incidental to this Agreement or any other documents shall be reimbursed by the Purchaser to the Promoter on demand.
49. That the Purchaser shall also pay his/her/their share of Insurance Premium to keep the Complex/building insured against loss or damage by fire and to get an Insurance Policy in a sum equivalent to the total sale price of all the Premises, in the said Complex/building with a company to be approved by the Promoter and the Co-developer. All the moneys as and when received by virtue of any such insurance shall be spent in rebuilding or repairing the premises. Whenever the said damage for any reasons whatsoever the Purchaser shall pay his/her/their proportionate share for reinstating or replacing the same and shall nevertheless continue to pay all the payments as no such destruction of damage has happened. The Purchaser shall pay his/her/their proportionate share of expenses for keeping the said Complex/building in good and substantial repairs and condition to the satisfaction.
50. The Promoter have informed the Purchaser about his intention to sell the parapet walls of terrace, blank, walls on the external periphery of the said building or in any suitable place in the said complex. (hereinafter called "the said hoarding space") is only for the purpose of the advertisement which includes hoarding any display of such sign-boards as well as neon light and the Purchaser of such hoarding space shall install separate electric meter for neon-light and shall also bear and pay the NMMC's taxes directly or through the society. The Purchaser of the hoarding space shall not contribute any other outgoings to the said Society. The Purchaser shall not object in any manner and shall co-operate with the Purchaser of such hoarding space as admitting him as nominal member of the said Society etc.
51. Any delay, indulgence and negligence on the part of the Promoter in enforcing the terms and conditions of these presents or any forbearance or the grant of time to the Purchaser shall not be construed as a waiver on the part of the Promoter of the breach of any of the terms and conditions of



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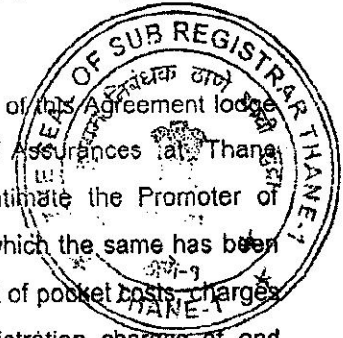
these presents nor shall waiver in any way of prejudice the rights of the Promoter.

52. This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flats Rules, 1964 or any amendment or reenactment thereof for the time being in force or any other provisions of law applicable thereto.

53. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser by prepaid post under Certificate of Posting at his/her/their address specified below:-

Address: A/404, Gurukrupa CHS, Plot No.56, Sector - 8A, Airoli, Navi Mumbai - 400708

54. The Purchaser shall immediately after the execution of this Agreement lodge the same for Registration with the Sub-Registrar of Assurances at Thane and shall within two days after lodging the same intimate the Promoter of having done so with the date and serial number which the same has been so lodged for Registration of the Agreement. All out of pocket costs, charges and expenses including the Stamp duty and registration charges of and incidental to this Agreement shall be borne and paid by the Purchasers.



**THE FIRST SCHEDULE HEREINABOVE REFERRED TO :**

All those pieces and parcels of lands bearing survey/gut no. 242, hissa nos. 1 to 7 admeasuring 10 acres i.e. 48,400 sq. Yards equivalent to 40468 sq meters situated at village dighe taluka and in the registration district and sub district of thane and bounded as follows :

On or towards east : Thane Belapur Road  
On or towards west : Midc Land  
On or towards north : Midc Land  
On or towards south : Nodal Road And Mrtp Railway Line

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## SECOND SCHEDULE FIRSTLY

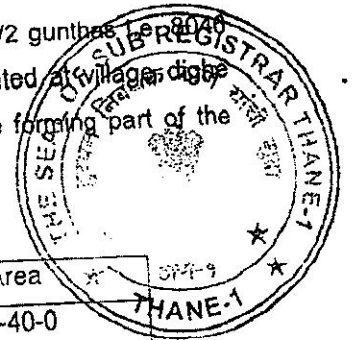
All that pieces and parcels of lands admeasuring 2 acres 29 gunthas i.e. 13189 sq. Yards equivalent to 11027 sq meters or thereabouts situated at village dighe taluka and in the registration district and sub district of thane forming part of the larger property described in the first schedule hereunder written :

Sr. No	Survey no.	Hissa no.	Area
1.	242	4	.0-30-0
2	242	5	0-30-0
3	242	6	0-18-7
4	242	7	0-30-3

## SECONDLY

All that pieces and parcels of lands admeasuring 1 acres 26.1/2 gunthas i.e. 8040 sq. Yards equivalent to 6730 sq meters or thereabouts situated at village dighe taluka and in the registration district and sub district of thane forming part of the larger property described in the first schedule hereunder written

Sr. No	Survey no.	Hissa no.	Area
1.	242	1	.0-40-0
2	242	2	0-26-2



## THIRDLY

All that pieces and parcels of lands admeasuring 5 acres 24.1/2 gunthas i.e. 27164 sq. Yards equivalent to 22712 sq meters or thereabouts situated at village dighe taluka and in the registration district and sub district of thane forming part of the larger property described in the first schedule Hereunder written

SR. NO	SURVEY NO.	HISSA NO.	AREA
1.	242	3	7-07-5

## THE THIRD SCHEDULE HEREINABOVE REFERRED TO:

Flat No. 1201 on the 12<sup>th</sup> Floor, in 'A1' Wing admeasuring 782 Sq.Ft. ( Carpet area) in the Project Known as "GREEN WORLD" to be constructed on the land described in the First and Second Schedule hereinabove

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IN WITNESS WHEREOF THE PARTIES HAVE HERETO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEALS THE DAY & THE YEAR FIRST HEREINABOVE WRITTEN.

SIGNED SEALED AND DELIVERED )  
BY THE WITHIN NAMED PROMOTER )  
M/S. MOUNT MARY BUILDERS )  
Through its Proprietress )  
MRS. SHUSHILA SURESHBABU MALGE )

For Mount Mary Builders  
*Shushila Malge*  
Proprietress

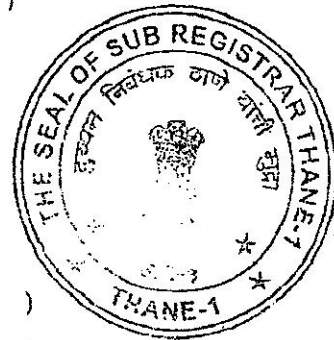


IN THE PRESENCE OF )

1)

2)

*[Signature]*



SIGNED SEALED AND DELIVERED )  
BY THE WITHIN NAMED PURCHASER/S )

MR. JYOTIBA SADASHIV BORATE )

*Jyotiba*



IN THE PRESENCE OF )

1)

2)

*[Signature]*

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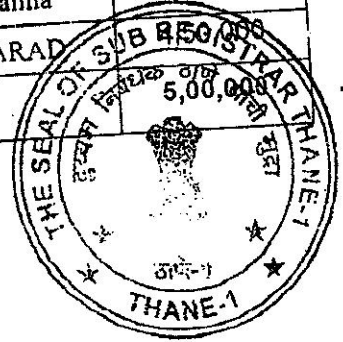
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## RECEIPT

RECEIVED of and from the within named Purchaser MR. JYOTIBA SADASHIV BORATE the sum of Rs. 5,00,000/- (Rupees Five Lakhs Only) to us as earnest Money Deposit on execution hereof as per terms and conditions of this Agreement by way of Cheque payments. The Details of the Cheques are given below.

Date	Cheque No.	Bank Name	Branch	Amount
25/02/2012	002165	AXIS	Kalina	50,000
02/05/2012	012630	ICICI	BARAD	5,00,000
TOTAL				



(Cheques Subject to Realisation )

*Malge*

WE SAY RECEIVED

M/S. MOUNT MARY BUILDERS

For Mount Mary Builders

*Shushila Malge*

Proprietress

Proprietress

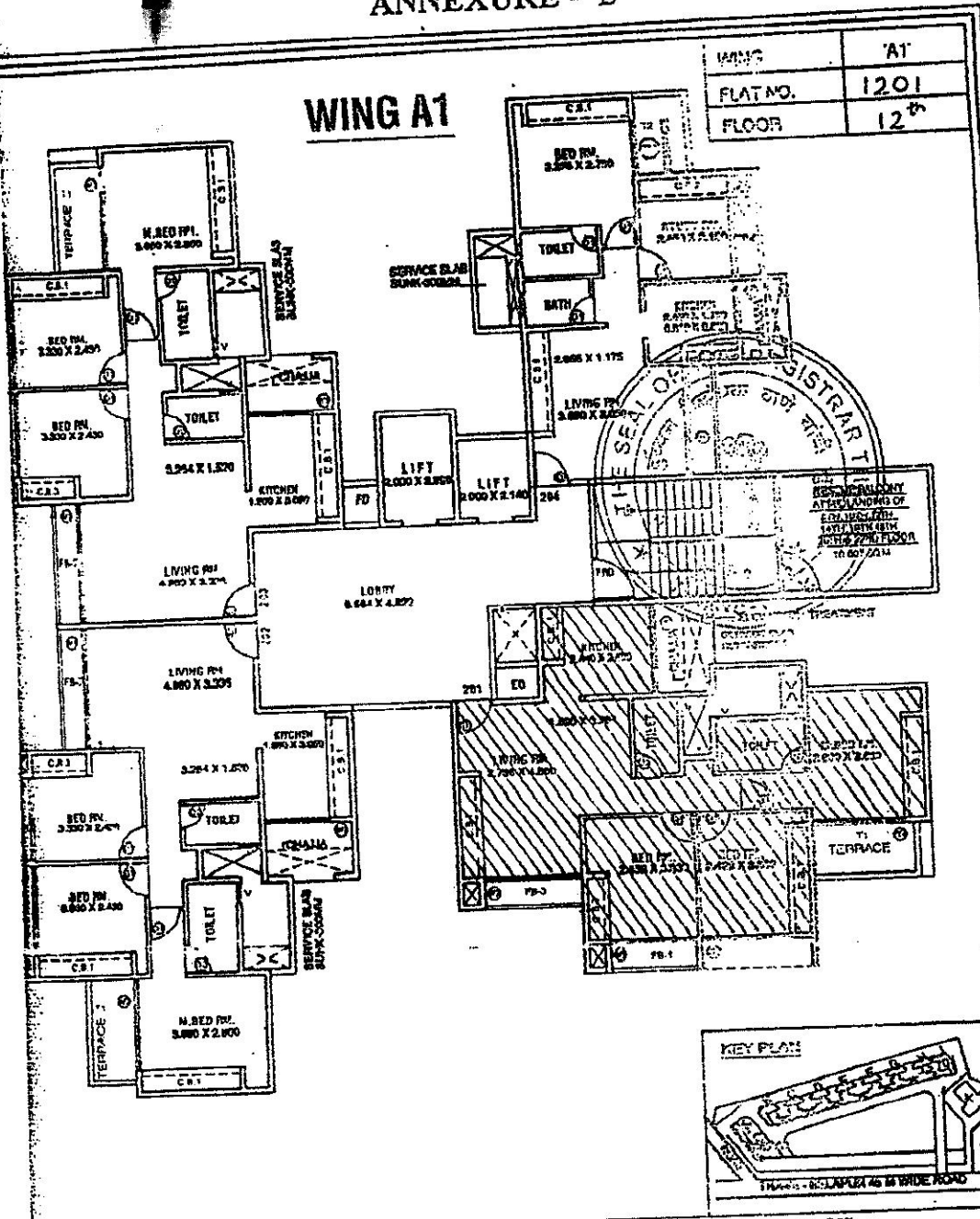
MRS. SHUSHILA SURESHBABU MALGE

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ANNEXURE - 'D'

WING A1

WING	'A1'
FLAT NO.	1201
FLOOR	12 <sup>th</sup>



**ALL EVEN FLOOR PLAN**  
**11TH, 6TH, 8TH, 10TH, 12TH,**  
**14TH, 16TH, 18TH, 20TH & 22ND**

SIGNATURE OF PURCHASER

PROJECT

PROPOSED RESIDENTIAL CUM COMMERCIAL BUILDING  
 GAT. NO: 242, HISSA NO 1 TO 7, DIGHE, NAVI MUMBAI  
 M/s WESTERN INDIA TANNERS LTD.

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