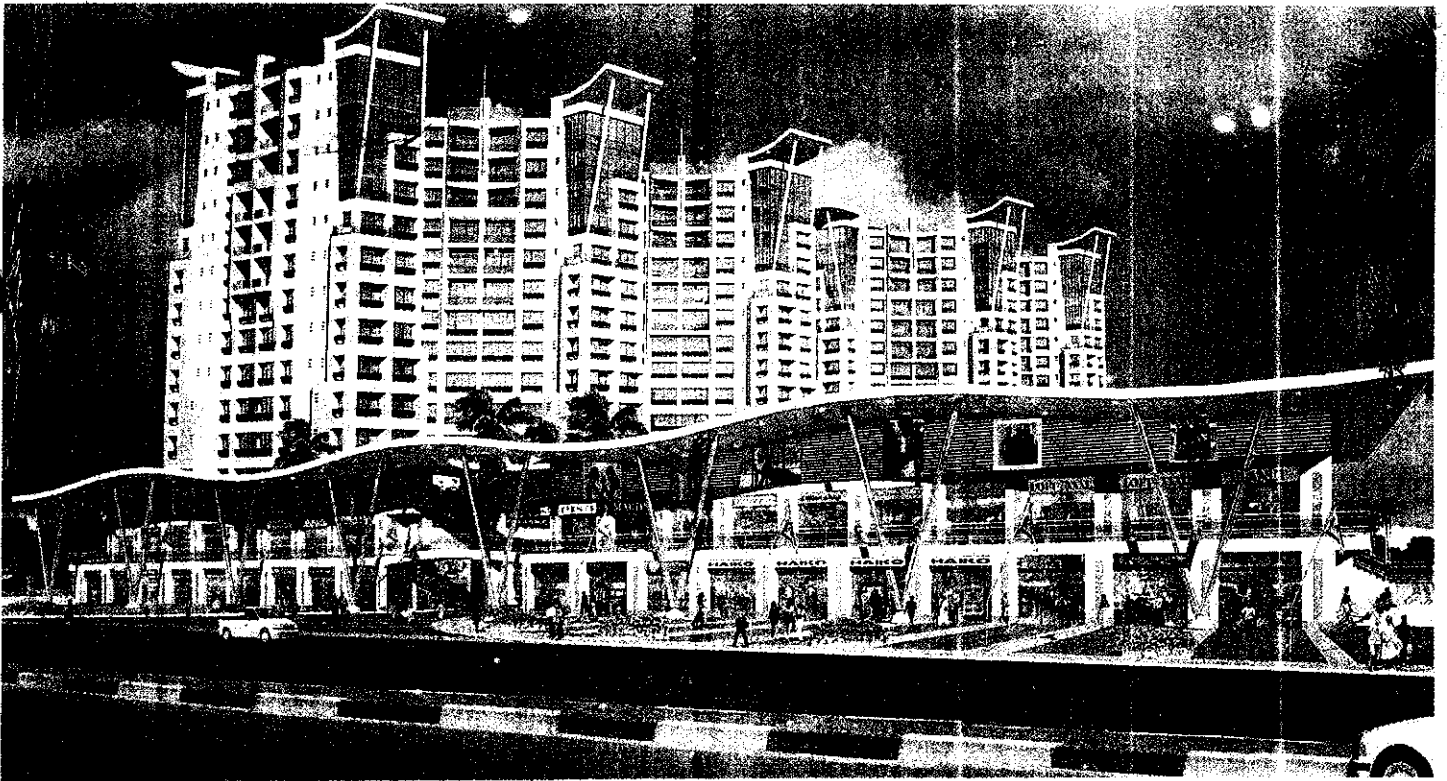


106  
9/10/12

# Skyline Oasis

Ideal Homes. Ideal Lifestyles.  
Ghatkopar (West)



AGREEMENT FOR SALE

*Mitush & Co*

CAIRO



Tuesday, April 26, 2005

5:02:41 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 3440

दिनांक 26/04/2005

गावाचे नाव किरोळ

दस्तऐवजाचा अनुक्रमांक

बदर 13 - 03417 - 2005

दस्ता ऐवजाचा प्रकार

करारनामा

DELIVERED

सादर करणाराचे नाव: डॉ. विपीन शाह

नोंदणी फी

20250.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (71)

1420.00

एकूण

रु.

21670.00

आपणास हा दस्त अंदाजे 5:17PM ह्या वेळेस मिळेल

दुय्यम निबंधक  
सह दु.नि.का-कुर्ला 3

बाजार मुल्य: 1833951 रु. मोबदला: 2024000 रु.

भरलेले मुद्रांक शुल्क: 84950 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: इंडियन बँक मुं 77;

डीडी/धनाकर्ष क्रमांक: 969075; रक्कम: 20250 रु.; दिनांक: 23/03/2005

सह दुय्यम निबंधक कुर्ला क्र. ३,  
मुंबई उपनगर जिल्हा.

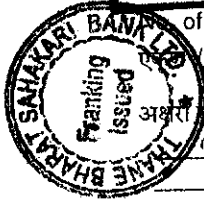
Nº 013982

खातेदाराची प्रत / Party Copy



ठाणे भारत सहकारी बँक लि.  
शेड्युल्ड बँक

Thane Bharat Sahakari Bank Ltd. बंदर-२२ Scheduled Bank	
मास / Br.	दिनांक / Date 2/10/15
मुद्रांक शुल्क / Stamp Duty रु./Rs.	50/-
सेवा आकारणी शुल्क / Service Charges रु./Rs.	10/-



of Documents  
Total रु./Rs. 84,960/-

अक्षरी मध्ये / Amount in Words 84,960/-  
for National Motor Hire

मुद्रांक शुल्क / Stamp Duty Name of stamp  
दु. / Drawee party केंद्र  
पत्ता / Address

सहकारी पक्षकाराचे नाव / Name of counter party  
Ghatgekar & Co. Pvt. Ltd.

व्यवहाराचा उद्देश्य / Purpose of transaction  
Agreement of Sale.

धनादेश / पे आर्डर ज्या बँकेचा काढला आहे त्या बँकेचे  
नाव / Name of the Drawee Bank

Bank of India  
Mumbai (E).

रोखपाल / Cashier अधिकार्याची सही  
Authorised signatory

मुद्रांक केलेले दस्तऐवज घेण्यास येताना ही पावती आणणे  
आवश्यक आहे. / This counterfoil has to be presented  
at the time of delivery of stamps.

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(Rupees Eighty Four thousand Nine hundred fifty Only)

*Shahvale*  
 Authorised Signatory  
 For Thane Branch Sahakari Bank Ltd.

ARTICLES OF AGREEMENT made at Mumbai this 25<sup>th</sup> day of APRIL 2005 between SKYLINE RESIDENCY PRIVATE LTD.

(w)  
 BVS  
 S.B.S.

a company incorporated and registered under the provisions of the Indian Companies Act, 1956 having its registered office at Acme Compound, Kurla-Kirol Road, Ghatkopar (W), Mumbai 400 086, hereinafter referred to as "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the First Part MILLARS INDIA LIMITED (formerly known as "Acme Manufacturing Company Limited" a company incorporated and registered under the provisions of the Indian Companies Act, 1956) having its registered office at Kurla-Kirol Road, Ghatkopar (West), Mumbai 400 086, hereinafter referred to as "THE OWNERS/ CONFIRMING PARTY" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the Second Part AND Shri Smt. DR. BIPIN SHAH

Thane Bharat Sahakari Bank Ltd.  
 Ghatkopar Branch, Saffire Archade  
 Behind Sonal Sejal Jewellers,  
 M.G. Road, Rajawadi, Ghatkopar(E),  
 Mumbai-400077.  
 D-5/STP/V/C. R. 1005/02/05/236-239

(w)  
 BVS  
 S.B.S

SMT SMITA B. SHAH

शुद्ध 04488  
 190206  
 SPECIAL ADHESIVE  
 MAR 29 2005  
 R. 00849501-PB5232  
 15:43  
 INDIA  
 STAMP DUTY  
 MAHARASHTRA

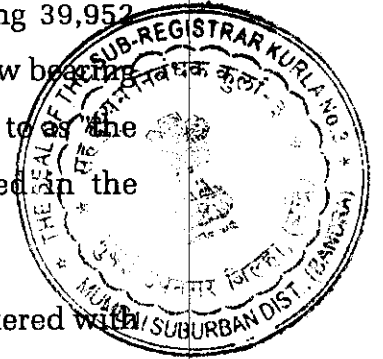
hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof mean include his/her heirs, executors and administrators) of the Third Part.

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WHEREAS:

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1. Originally, Ogale Glass Works Ltd. was granted land bearing Plot No. 24 of Suburban Scheme-I, Kurla-Kirol admeasuring 39,952 sq.yds. equivalent to 33,405 sq. mtrs. or thereabout, now bearing C.T.S. No. 632, 632/1 to 4 at Kurla (hereinafter referred to as "the said property") on the terms and conditions contained in the Agreement in Form HH dated 10th May 1955.
2. By a Deed of Conveyance dated 1st October 1958 registered with the office of the Sub Registrar of Assurances, Bombay under Serial No. BOM/8364/9958, Ogale Glass Works Ltd. sold, conveyed and transferred the said property to Khandelwal Udyog Limited after receipt of the permission from the Collector, Bombay Suburban District as reflected in his letter bearing No. LGL.2254/48579-P dated 1st November 1954.
3. The said Khandelwal Udyog Limited was also in possession and occupation of Deed bearing C.T.S. No. 227 of Village Kirol. The said land bearing C.T.S. No.632, 632/1 to 4 of Village Kurla and C.T.S. No.227 of Village Kirol is hereinafter referred to as the said property and more particularly described in the schedule hereunder written.
4. The said Khandelwal Udyog Limited was amalgamated with Acme Manufacturing Company Ltd. (as it was then known) being the Owners/Confirming Party herein, by virtue of Order dated 13th August 1976 passed by the Hon'ble High Court of Judicature at Bombay in Company Petition No. 147 of 1975 and as a result thereof, all the assets and properties including the said property, more particularly described in the Schedule hereunder written, stood transferred to and vested in the Owners/Confirming Party herein.
5. The Owners/Confirming Party have deposited the original title deeds in respect of the said property more particularly described in the Schedule hereunder written with Bank of India and Bank of

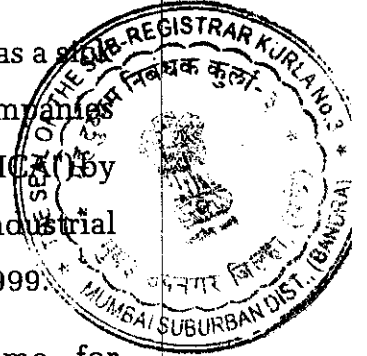


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Maharashtra with a view to create equitable mortgage to secure the amount lent and advanced by them to the Owners/ Confirming Party herein.

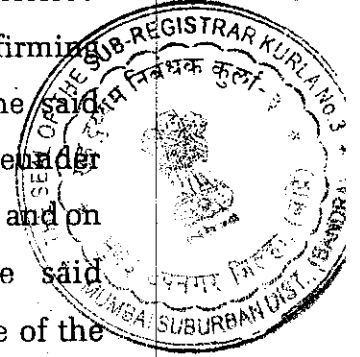
6. The Owners/Confirming Party herein have been declared as a sick company under the provisions of Sick Industrial Companies (Special Provisions) Act, 1985 (hereinafter referred to as "SICA") by an Order dated 21st September 1999 passed by Board of Industrial and Financial Reconstruction ("BIFR") in Case No. 190 of 1999.
7. The Owners/Confirming Party submitted a Scheme for rehabilitation which has been duly sanctioned by B.I.F.R. by its Order dated 13th July 2001.
8. The said Order dated 13th July 2001, interalia, provides that the Owners/Confirming Party shall constitute an Assets Sale Committee ("ASC") consisting of Director of the Owners/Confirming Party, Special Director of B.I.F.R. and nominee Director of secured creditors for sale/disposal of its assets in a transparent manner.
9. In accordance with the direction issued by the Hon'ble B.I.F.R., the Assets Sale Committee invited offers for development of the said property more particularly described in the Schedule hereunder written.
10. The Assets Sale Committee after evaluating all the offers received by them, interalia, recommended the offer made by the Developers to the Board of Directors of the Owners/Confirming Party for grant of development right in respect of the said property more particularly described in the Schedule hereunder written.
11. The Board of Directors of the Owners/Confirming Party accordingly accepted the offer of the Developers and granted development right in respect of the said property to the Developers.
12. By a Development Agreement dated 30th December 2003 made



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between the Owners/Confirming Party herein (therein referred to as the Owners) of the one Part and the Developers (therein referred to as "the Developers") of the Other Part, the Owners/Confirming Party herein granted development right in respect of the said property more particularly described in the Schedule hereunder written to the Developers herein at or for the consideration and on the terms and conditions contained therein. The said Development Agreement is duly registered with the office of the Sub Registrar of Assurances, Kurla under Serial No. BDR 3-426-2004.



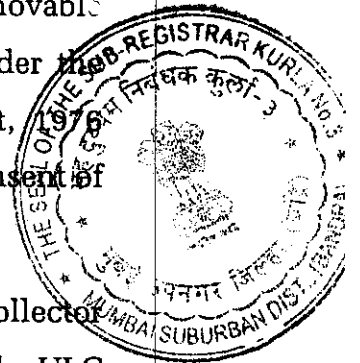
13. By Supplemental Agreements dated 30-01-2004 and 01-03-2004 made between the Owners/Confirming Party and the Developers herein, certain terms and conditions contained in the said Development Agreement dated 30th December 2003 were modified as set out therein.
14. By a Multi-Partite Agreement dated 24th February 2004 made between Bank of India, Bank of Maharashtra, the Owners/Confirming Party herein and the Developers herein, Bank of India as well as Bank of Maharashtra have released the said property to the extent of 50% as more particularly shown in plan annexed to the said Agreement dated 24<sup>th</sup> February 2004 and permitted the Developers herein to sell the flats and other premises coming to their share in the buildings to be constructed in the released portion, free from mortgage/charge created in favour of Bank of India and Bank of Maharashtra. By the said Agreement dated 24th February 2004, Bank of India and Bank of Maharashtra agreed to release mortgage/charge in respect of the remaining 50% as well as the premises coming to the share of the Owners / Confirming Party upon payment of the balance amount required to be paid by the Owners/ Confirming Party to Bank of India and Bank of Maharashtra in the manner set out in the said Agreement.
15. Subsequently, the Owners have paid the balance amount payable by them to Bank of India as well as Bank of Maharashtra under the

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said Agreement dated 24th February 2004 and they have released mortgage/charge in respect of the entire property.

16. The Owners/Confirming Party is not entitled to own immovable property in excess of the ceiling limit as prescribed under the provisions of Urban Land (Ceiling and Regulation) Act, (hereinafter referred to as "the said Act") without the consent of the Competent Authority under the said Act.
17. By an Order dated 27-1-2004 passed by the Additional Collector and Competent Authority (ULC) Greater Bombay u/s. 8(4) the ULC re-declared that an area admeasuring 4865.38 sq. mts. out of the said property is surplus vacant land in the hands of the Owners/Confirming Party.
18. By an Order dated 31-01-2004 passed by the Additional Collector and Competent Authority (ULC) Greater Bombay Letter of Intent was granted by the Owners to the Confirming Party as contemplated u/s. 22 of the ULC Act for development of the said property alongwith the area that was declared as surplus vacant land.
19. In the meantime Owners/Confirming Party applied to the Municipal Corporation, Greater Bombay for change of user of the said property from Industrial to residential purpose which has been duly granted in accordance with the Provisions of Regulation 57(4)(c) of the D.C. Regulations of Greater Bombay, 1999.
20. One of the terms of the said Sanction letter is that 2.5% amenity admeasuring 889.44 sq. mts., 5% amenity open space admeasuring 1778.87 sq. mts. and 10% additional R.G. admeasuring 3557.74 sq. mts. is required to be kept aside free from encumbrances and is required to be handed over to the Corporation in lieu of TDR.
21. The Owners/Confirming Party applied to the Collector, Bombay Suburban District for re-development of the said property for the residential purpose. By an Order dated 29-11-2003 passed by Collector, Bombay Suburban District granted permission for

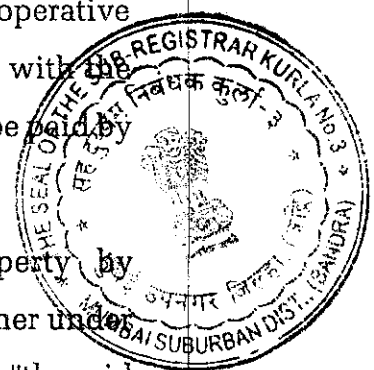


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change of user of the said property from Industrial to residential purpose and also granted permission to re-develop the said property either by themselves or through the Developers however before conveying the said property in favour of Co-operative Society unearned increment income and in accordance with the Government Regulation dated 21-11-1957 is required to be paid by the Owner of Confirming Party.



22. The Developers intend to develop the said property by constructing several buildings thereon in a phased manner under the name of "SKYLINE OASIS". (hereinafter referred to as "the said Complex").
23. The Developers have entered into standard Agreement with M/s. DAISARIA ASSOCIATES, Architects registered with the Council of Architects. The Developers have also appointed M/s. STERLING ENGINEERING CONSULTANTS SERVICES PVT. LTD. as structural engineers for the preparation of the structural designs and drawings of the buildings to be constructed on the said property. The Developers shall avail services of the said Architects and Structural Engineers and/or any other duly qualified Architects and Structural Engineers till the completion of the said Project.
24. The Developers are developing the said property more particularly described in the Schedule hereunder written in a phased manner. At present, the Developers through their Architects have submitted building plan for construction of 6 Building to be known as CAIRO, ALEXANDRIA, CASABLANCA, TRIPOLI, SIWAH and PALMYRA respectively, each comprising of stilt and 13 upper floors which have been duly sanctioned by the Mumbai Municipal Corporation under I.O.D. No. E.B/CE 6247 dated 17-02-2004, I.O.D. No. E.B/CE 6246 dated 25-02-2004, I.O.D. No. E.B/CE 6245 dated 05-03-2004 and also issued C.C.
25. While sanctioning the building plans, the concerned Local

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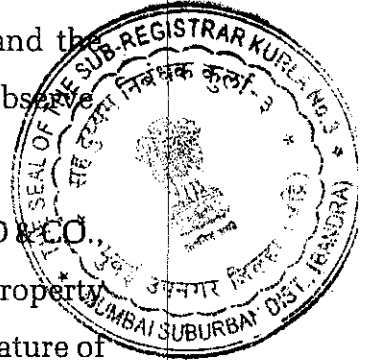
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Authority and/or the Government has laid down certain terms and conditions and stipulations and restrictions which are to be observed and performed by the Owners/Confirming Party as well as the Developers while developing the said property and the Developers as well as the Owners/Confirming Party shall observe perform and comply with the same.

26. Copy of the Certificate of Title issued by M/s. PURNANAND & CO. Advocates and Solicitors of the Developers as well as the Property Register Card in respect of the said property showing the nature of title of the Owners/Confirming Party are annexed hereto as Annexure "A" and "B" respectively.
27. The Purchaser has demanded from the Developers and the Developers have given inspection to the Purchaser copies of the documents of title relating to the said property including the said Agreement in Form HH dated 10th May 1955, the Agreement dated 30th December 2003, Supplemental Agreements, Order dated 29-11-2003 passed by the Collector, Mumbai Suburban District, Orders dated 27-01-2004 and 31-01-2004, passed by the State Government/Competent Authority under the U.L.C. Act, plans, designs and specifications prepared by the Architects of the Developers as well as other documents as required under the Maharashtra Ownership Flat (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules made thereunder.
28. As per the said Development Agreement dated 30th December 2003 as modified by the said Supplemental Agreements, the Developers are required to allot certain flats / premises as more particularly set out in the said Agreements.
29. In accordance with the said Agreements, the Owners/Confirming Party are entitled to flats more particularly set out in the Second Schedule hereunder written in Buildings presently being constructed by the Developers while the Developers are entitled to the remaining flats.



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30. The Purchaser has approached the Developers for allotment of Flat No. 706 on the 7<sup>th</sup> floor of the building to be known as CAIRO being constructed by the Developers on the said property.

31. The Developers have agreed to sell to the Purchaser Flat No. 706 on the 7<sup>th</sup> floor of the building to be known as CAIRO being constructed on the said property and shown on the typical Floor Plan hereto annexed as Annexure "C" by red colour boundary line.

32. Under Section 4 of The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (herein referred to as "the said Act") the Developers are required to execute a written agreement for sale of the said Residential flat to the Purchaser being in fact these presents and also to register the said agreement under the Registration Act.



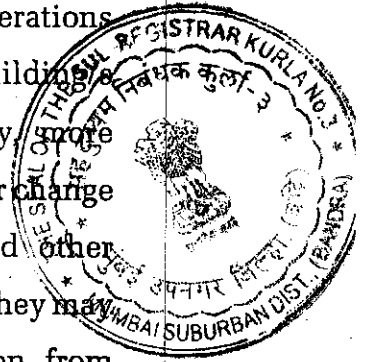
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Developers are developing and building a housing project on the said property by constructing building/s in a phased manner under the name of "SKYLINE OASIS" (hereinafter referred as "the said complex").
2. The Developers at present are constructing Buildings to be known as CAIRO / ALEXANDRIA / CASABLANCA / TRIPOLI / SIWAH and PALMYRA respectively in the Complex to be known as "SKYLINE OASIS" in accordance with the plans, specifications and designs approved by Mumbai Municipal Corporation which have been seen and approved by the Purchaser with such variations and modifications as the Developers may consider necessary or as may be required by the concerned authorities or government from time to time PROVIDED THAT the Developers shall obtain prior consent in writing of the Purchaser in respect of

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such variations or modifications only if such variation, or modification adversely affect area of the flat/ premises, which the Purchaser has agreed to purchase and not otherwise. PROVIDED FURTHER that the Developers are entitled to carry out such development and/or additional development and/or alterations and/or additions and/or modifications in the building constructed and/or to be constructed on the said property, more particularly described in the schedule hereunder written or change the lay-out or location of the recreation ground and other amenities, facilities and/or the specifications thereof, as they may desire without consulting and/or obtaining any permission from the Purchaser and/or from the society of the purchasers which may be formed as envisaged in this Agreement.



3. The Purchaser hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Purchaser Flat No. 706 on 7<sup>th</sup> floor of the building to be known as CAIRO having carpet area of 681 Sq. fts. (which is inclusive of area of balcony and door sills) and bounded by red colour boundary line on the typical floor plan hereto annexed and marked as Annexure "C" (hereinafter referred to as "the said flat") ~~along with open car parking space/car parking space under stilt/podium no. \_\_\_\_\_~~ at or for a price of Rs. 20,24,000/- (Rupees TWENTY LAC TWENTY FOUR THOUSAND ONLY) which includes proportionate price of the common areas and facilities appurtenant to the said flat. The nature, extent and description of the common areas and facilities to be provided by the Developers are set out in Annexure "D" and the list of amenities to be provided in the said flat are set out in Annexure "E" hereto.

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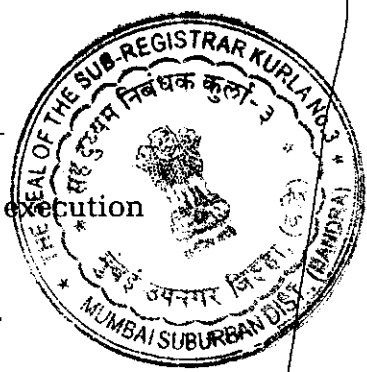
4. The Purchaser hereby agrees to pay to the Developers the said purchase price of Rs. 202000/- (Rupees TWENTY LAC TWENTY FOUR THOUSAND ONLY) as under:

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- (i) a) Rs.        as earnest money / earnest money cum further payments  
 b) Rs.        balance payments  
 c) Rs.        on or before

OR / AND

- (ii) a) Rs. 202400/- as earnest money on or before execution of these presents.  
 b) Rs. 404800/- on completion of plinth work.  
 c) Rs. 202400/- on completion of 3rd slab.  
 d) Rs. 202400/- on completion of 7th slab.  
 e) Rs. 141680/- on completion of 10th slab.  
 f) Rs. 141680/- on completion of Final slab.  
 g) Rs. 141680/- on completion of Brick work.  
 h) Rs. 141680/- on completion of inside plaster.  
 i) Rs. 141680/- on completion of outside plaster.  
 j) Rs. 80960/- on completion of the flooring of the said flat.  
 k) Rs. 80960/- on completion of electrical & plumbing of the said flat.  
 l) Rs. 141680/- on the notice being given by the Developers that the said flat is ready for Occupation.



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The price of the said flat is arrived at on the basis that purchaser do not wish the developer to provide amenities & facilities as set out firstly in Annexure "E" hereto.

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5. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, which may have been imposed by the Municipal Corporation of Greater Mumbai at the time of sanctioning the building plans and/or may be imposed at or any time thereafter and obtain occupation Certificate and/or completion Certificates in respect of the said building. Thereafter the said terms, conditions, stipulations and restrictions shall be observed, performed and complied with by the Purchaser.

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