

shop Document

\* chemcoat \*

TRUE COPY

806.

ATRIUM II

To

Nilesh Sir

(MCC Department)

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21 December, 2013

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. अंधेरी 6

दस्त क्रमांक : 7862/2013

नोबंणी 63

Regn. 63m

गावाचे नाव : मुळगाव

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	रु.17,006,000/-
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	रु.7,433,916/-
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	228,, पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: वृनिट न. 806 , माळा नं: 8 वा मजला , इमारतीचे नाव: कनाकिया एट्टीयम २ , ब्लॉक नं: अंधेरी पूर्व मुंबई 400093, रोड नं: क्रांस रोड ए , चकाला एम आय डी सी , इतर माहिती: सोबत एक कारपकिंग 81.63 चौ.मीटर
(5) क्षेत्रफळ	
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून घेणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1) नाव: कनाकिया एट्टीयम प्रा.ली चे संचालक भद्रेश जोशी तर्फे मुखत्यार रजनीश - जदली ;वय: 31; पत्ता - सॅटि नं: 215, माळा नं: 10, इमारतीचे नाव: एट्टीयम , ब्लॉक नं: अंधेरी पूर्व , रोड नं: अंधेरी कुर्ला रोड , महा मुंबई. पिन कोड:- 400059 वॉल नं: AAACK2628J
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1) नाव: जोगे रॉय इंटिग्रेटेड प्रॉ.लिमिटेड चे संचालिका बचिता - सेली ; वय:40; पत्ता: जोगे रॉय इंटिग्रेटेड प्रॉ.लिमिटेड, अंधेरी पूर्व, ब्लॉक नं: अंधेरी पूर्व मुंबई , रोड नं: जोगे रॉय इंटिग्रेटेड प्रॉ.लिमिटेड, पिन कोड:- 400055 वॉल नं: AAEC07052K 2) नाव: जोगे रॉय इंटिग्रेटेड प्रॉ.लिमिटेड चे संचालक संदीप - हजारे ; वय:45; पत्ता: जोगे रॉय इंटिग्रेटेड प्रॉ.लिमिटेड, अंधेरी पूर्व, ब्लॉक नं: अंधेरी पूर्व मुंबई , रोड नं: जोगे रॉय इंटिग्रेटेड प्रॉ.लिमिटेड, पिन कोड:- 400055 वॉल नं: AAEC07052K,
(9) दस्तऐवज करून दिल्याचा दिनांक	20/12/2013
(10) दस्त नोंदणी केल्याचा दिनांक	21/12/2013
(11) अनुक्रमांक, खंड व पृष्ठ	7862/2013
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	रु.850,300/-
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	रु.30,000/-
(14) शेर	

*Handwritten signature*

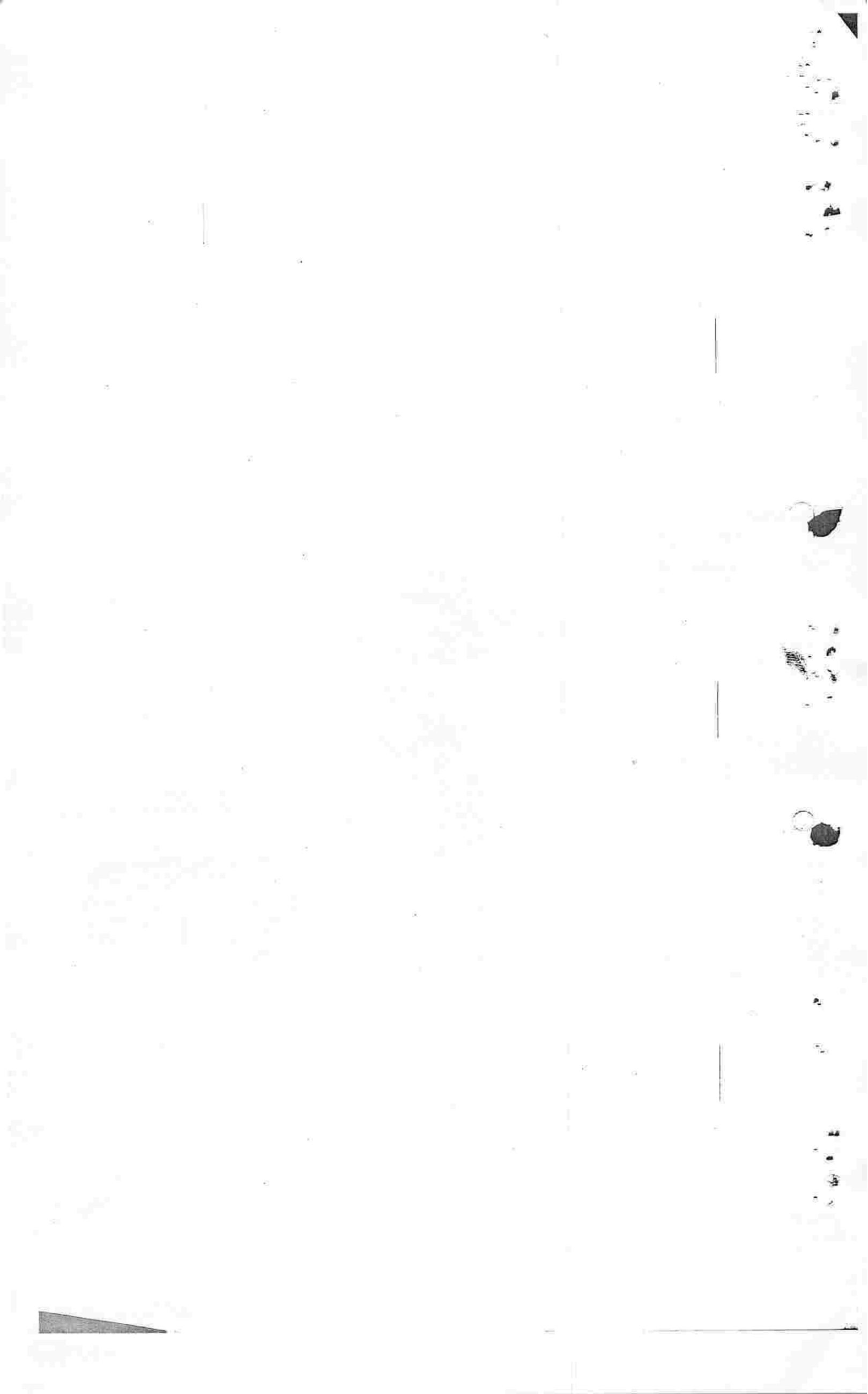
मह दुय्यम निबंधक, अंधेरी क्र. ६  
मैथई उपनगर जिल्हा, वांद्रा



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना नियडलेला अनुच्छेद :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.





Friday, December 20, 2013

8:03 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 9067 दिनांक: 20/12/2013

गावाचे नाव: मुळगांव

दस्तावेजाचा अनुक्रमांक: बदर17-7862-2013

दस्तावेजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: केमकोट इंडिया इंटरप्राइस प्रा.लिमिटेड चे संचालिका बबिता - मेली

नोंदणी फी

रु. 30000.00

दस्तावेजाच्या फी

रु. 2100.00

पृष्ठाची संख्या: 105

एकूण:

रु. 32100.00

आपणास मूळ दस्तऐवज ऑनलाईन सिट व सीडी अंदाजे 8:19 PM ह्या वेळेस मिळाले

सह. दु. नि. का. अंधेरी 6

बाजार मूल्य: रु. 7433916/-

भरलेले मुद्रांक शुल्क: रु. 850300/-

मोबदला: रु. 17006000/-

मह. राज्य विनियम, अंश 5 क्र. 5

मध्य उपनगर सिलह., वांदा

1) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

सीडी/घनादेश/पे ऑर्डर क्रमांक: MH000952789201314E दिनांक: 20/12/2013

बिकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: रु. 2100/-

*Bahil*

REGISTERED ORIGINAL DOCUMENT

DELIVERED ON 28/12/13





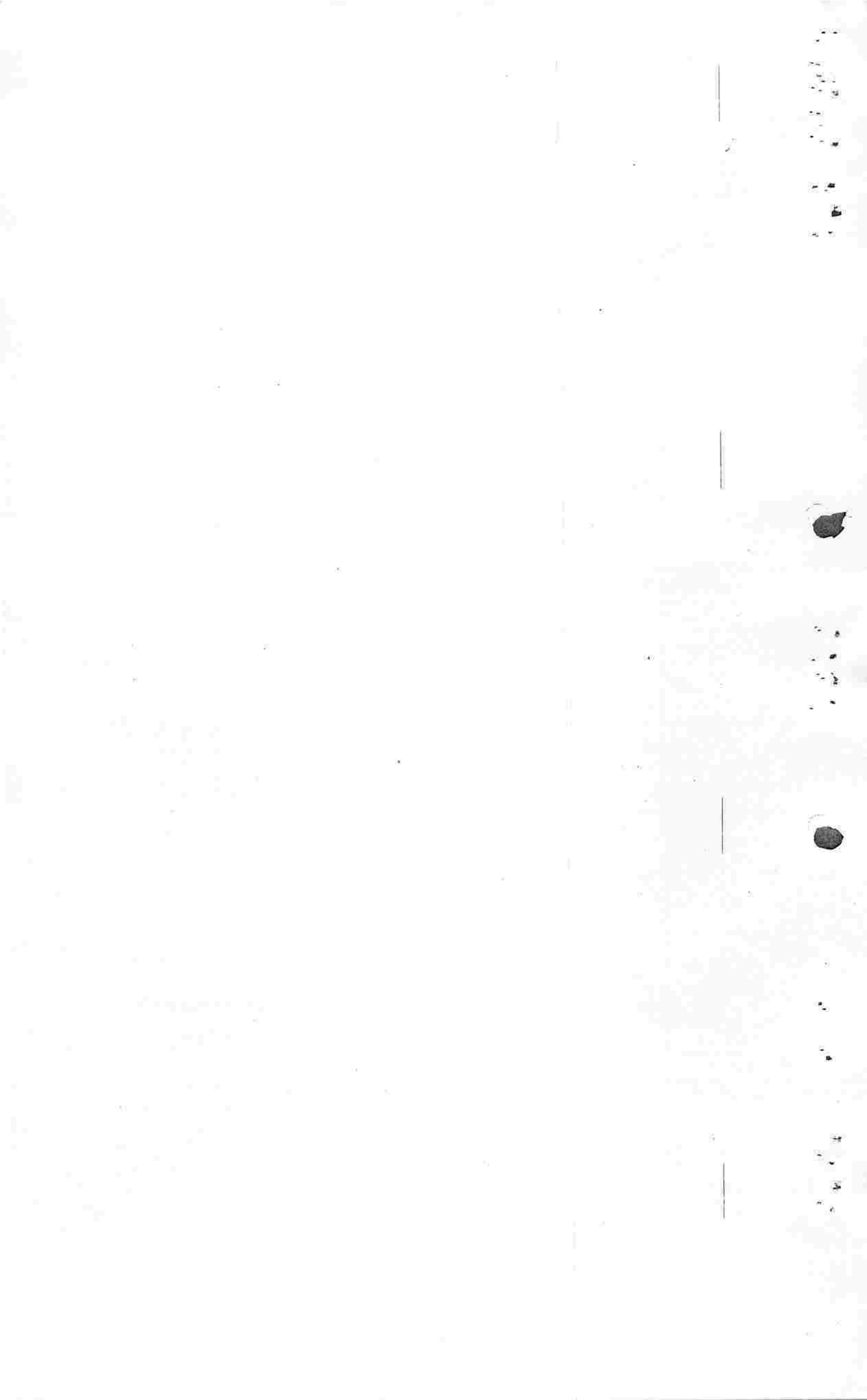
CHALLAN  
MTR Form Number-6

बंदर - १७/  
७८६२ १ १०५  
२०१३

GRN	MH000952789201314E	BARCODE	[Barcode]		Date	20/12/2013 15:02:25	Form ID	25.2
Department	Inspector General of Registration		DATE		REMARK	Payer Details		
Type of Payment	Registration Fees	AMOUNT	20/12/2013		513-8008	IGR554(BDR17)		
Sr.No.	Deface Number	30000.00	PAN ID (If Any)					
Office Name	In words: Thirty Thousand Rupees Only		PAN No. (If Applicable)					
Location	MUMBAI		Full Name		CHEMCOAT INDIA ENTERPRISE PVT LTD			
Year	2013-2014 One Time		Flat/Block No.		806 ATRIUM-2			
Account Head Details		Amount In Rs.	Premises/Building					
0030063301 Amount of Tax		30000.00	Road/Street					
			Area/Locality		ANDHERI E MUMBAI			
			Town/City/District					
			PIN		4 0 0 0 9 3			
			Remarks (If Any)		PAN2--PN=KANAKIA SPACES PVT LTD--CA=			
Total		30000.00	Amount In Words		Thirty Thousand Rupees Only			
Payment Details		STATE BANK OF INDIA		FOR USE IN RECEIVING BANK				
Cheque/DD Details		Bank CIN	REF No.	00003002013201260678		IK39253357		
Cheque/DD No		Date		20/12/2013-15:02:25				
Name of Bank		Bank-Branch		STATE BANK OF INDIA				
Name of Branch		Scroll No. , Date		Not Verified with Scroll				



Mobile No. : 9820114761





महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग  
मुल्यांकन अहवाल सन 2013

1. दस्तावा प्रकार :- खरीदनाम अनुच्छेद क्रमांक 25b

2. सादरकर्त्याचे नाव :- CHEMCOAT INDIA ENTERPRISE

3. तालुका :- मुंबई / अंधेरी K बोरीवली / कुर्ला

4. गावाचे नाव :- मुंबई

5. नगरभुमापन क्रमांक/सर्व्हे क्र./अंतिम भुखंड क्रमांक :-

6. मूल्य दरविभाग (झोन) :- 41 उपविभाग 212

7. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औदयोगिक

प्रति चौ मी. दर :- P 84000

8. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- 81-63, कारपेट / बिल्ट अप चौ.मीटर / फूट

9. कारपार्किंग :- 11.15 गच्ची :- पोटमाळा :-

10. मजला क्रमांक :- 8<sup>th</sup> उदवाहन सुविधा आहे / नाही

11. बांधकाम वर्ष :- जवीन घसारा :-

12. बांधकामांचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे

13. बाजारमुल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. :- ज्यान्वये दिलेली घट / वाढ

14. भाडेकरू व्याप्त मिळकत असल्यास :- 1. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र) :-

2. नवीन इमारतीत दिलेले क्षेत्र :-

3. भाडेकरूच्या

15. लिख अॅन्ड लायसन्सचा दस्त :- 1. प्रतिमाह भाडे रक्कम :-

निवासी/अनिवासी

2. अनामद रक्कम / आमावू भाडे

3. कालावधी

16. निर्धारित केलेले बाजारमूल्य :-

17. दस्तामध्ये दर्शविलेली मोबदला :-



74,33,916

17006000

UNIT AREA =  $81.63 \times 84000 \times 5\% = 71,99,766$

CAR PARK =  $11.15 \times 84000 \times 25\% = 23,41,500$

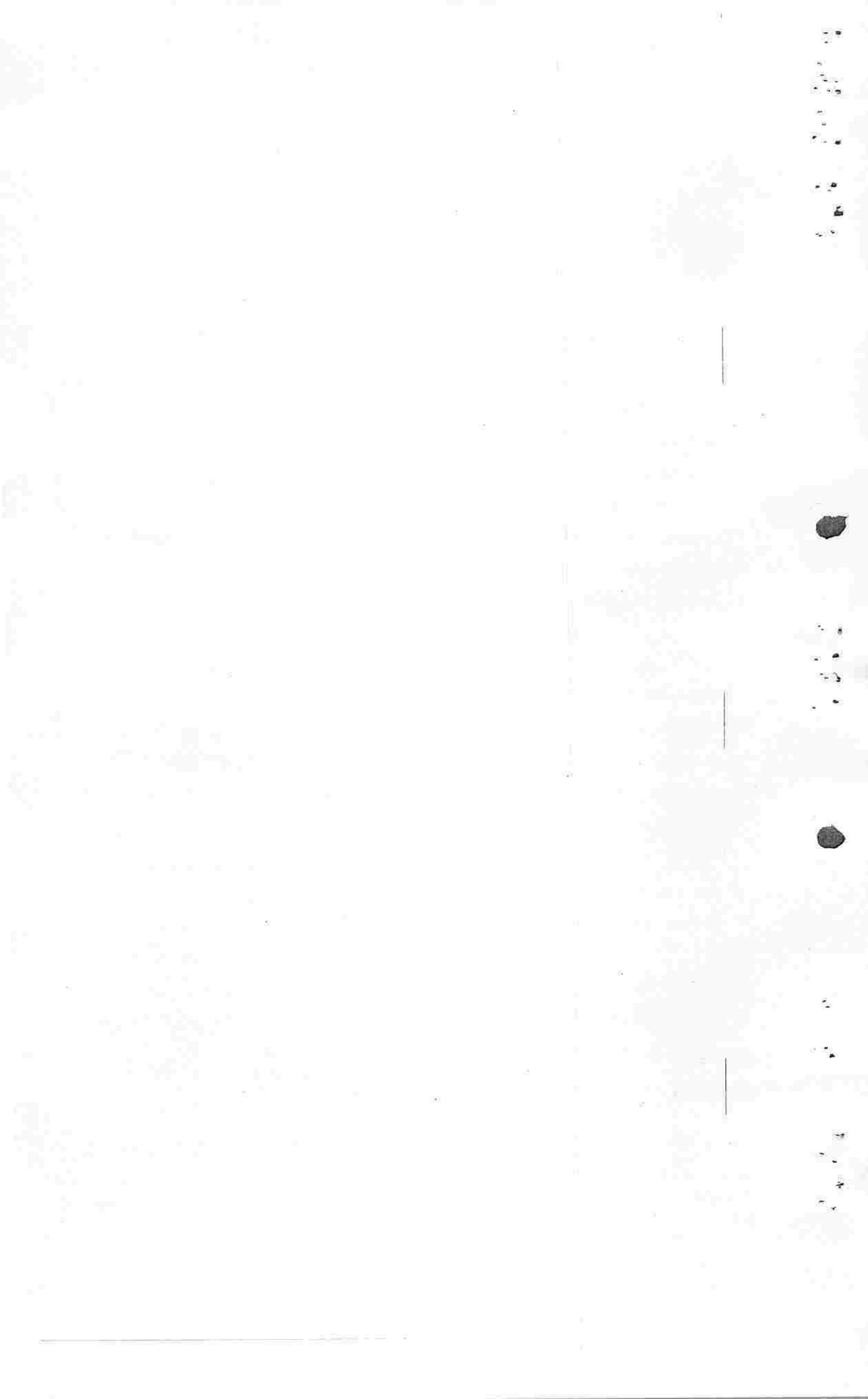
M.V 74,33,916

18. देय मुद्रांक शुल्क :- 850300 भरलेले मुद्रांक शुल्क :- 850300

19. देय नोंदणी फी :- 50000

लिपिक

सह दुय्यम निबंधक



Mobile No. : 9820114751

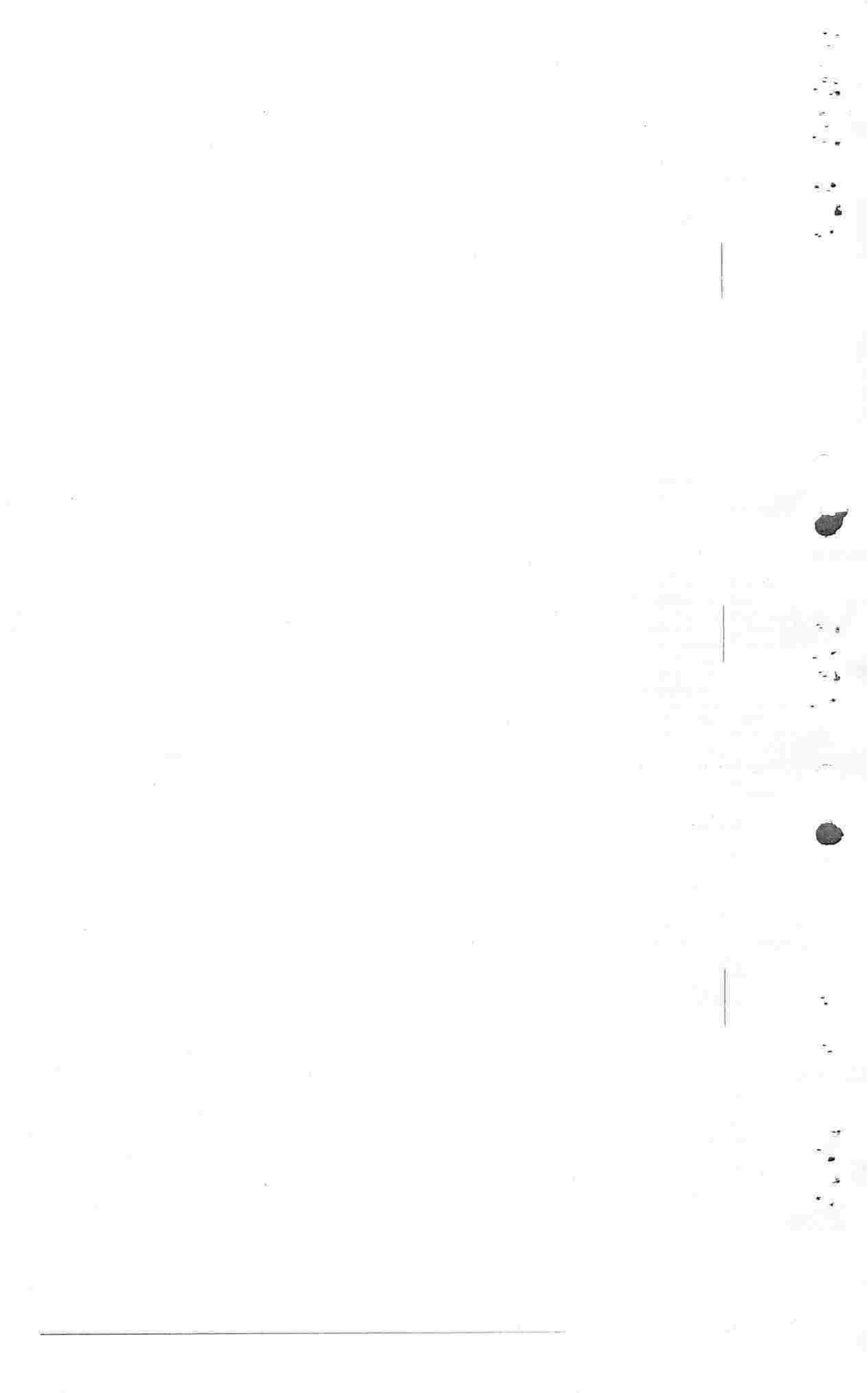
GRN		MH000952789201314E		BARCODE		Date 20/12/2013-15:01:11		Form ID 25.2	
Department		Inspector General Of Registration		Payer Details		TAX ID (If Any)		PAN No. (If Applicable)	
Office Name		BDR17 JT SUB REGISTRAR ANDHERI 6		Full Name		CHEMCOAT INDIA ENTERPRISE PVT LTD		PAM No. (If Applicable)	
Location		MUMBAI		Year		2013-2014 One Time		Type of Payment	
Registration Fees		Ordinary Collectors IGR		Amount in Rs.		30000.00		Type of Payment	
Registration Fees		Registration Fees		Premises/Building		806 ATRIUM-2		Type of Payment	
Amount of Tax		30000.00		Road/Street				Type of Payment	
Area/Locality		ANDHERI E MUMBAI		Town/City/District				Type of Payment	
PN		4 0 0 0 0 0 3		Remarks (If Any)		PAN2--FN=KANAKIA SPACES PVT LTD--CA=		Type of Payment	
Total		30000.00		Amount in Words		Thirty Thousand Rupees Only		Type of Payment	
Payment Details		STATE BANK OF INDIA		FOR USE IN RECEIVING BANK				Type of Payment	
Cheque/DD Details		Bank CIN		REF No.		00003002013201280678		Type of Payment	
Cheque/DD No		Date		20/12/2013-15:02:25		STATE BANK OF INDIA		Type of Payment	
Name of Bank		Bank-Branch		Not Verified with Scroll				Type of Payment	
Name of Branch		Scroll No. , Date						Type of Payment	



CHALLAN  
MTR Form Number-6

2013  
2013-15  
2013-15





तमट मुद्रक फ्रँकिंग अल्टा क्लयलेट लॅम्प खाली तपासले व एस.एम.एस./  
मेळ बरोबर आढळून आला.

Sms No 211  
20/12/2013

सहाय्य निबंधक, अंधेरी - ६  
मुंबई उपनगर जिल्हा  
21/12



बदर-१७/		
७८६२	८	९०५
२०१३		

**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE ("this Agreement") made at Mumbai on this 20<sup>th</sup> day of DEC, Two Thousand and Thirteen;

BETWEEN

**KANAKIA SPACES PRIVATE LIMITED**, a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office Address at 215- Atrium, 10<sup>th</sup> Floor, Andheri Kurla Road, Next to Courtyard Marriott, Opposite Divine Child High School, Andheri Kurla Road, Andheri (East), Mumbai-400093; hereinafter referred to as "the Developer" (which expression shall, unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include its successors-in-title and assigns) of the One Part;

AND

**Chemcoat India Enterprises Pvt Ltd**, a company registered under the provisions of the Companies Act, 1956 and having its Registered Office Address at D -202, Oberoi Splendor, Opp. Majas Depot, J V L R, Andheri (East), Mumbai- 400060, hereinafter referred to as "the Purchaser" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title and permitted assigns) of the Other Part:



*(Handwritten signatures)*

पंजीकृत हस्ताक्षरकर्ता/ Authorised Signatory  
अंधेरी (पूर्व), साखर/ANDHERI (E) BR (SO. 400)

कृते आईडीबीआई बँक लि.  
FOR IDBI BANK LTD

*(Signature)*

Industrial Development Bank of India Ltd.  
Margold House, Plot No. A-34,  
Cross Road No. 2, Marol MIDC Andheri (E),  
Mumbai-400 093.  
D-3/STP/V/MC R-1007401/15/1796-1890/MS

भारत 85272  
185908  
Special Adhesive  
भारत  
DEC 20 2013

भारत  
R. 0850300/-PB5120  
12:05

INDIA  
STAMP DUTY MAHARASHTRA

दस्तावा प्रकार (Nature of Document)	AGREEMENT FOR SALE
दस्ता नोंदणीचा तपशिल (Registration Details) If Registrable, Name of S.R.O.	Registrable / Non Registrable ANDHRI
ठरावाचा युनिट नंबर (Franchise Unit)	85272
मिळकतीचे पत्ता (Property Description)	UNIT No 806
मोबदला (Purchase Price)	170,06,000
मुद्रांक खरेदीदार (Purchasers Name)	CHEMBOAT IND-ENT
दस्तातील दुसऱ्या (Other Party)	KANAKIA SPACES
हस्ते असल्यास नाव व पत्ता (If through & Address)	
मुद्रांक शुल्काची रक्कम (Stamp Duty Amt.) अक्षरी (in words)	8,50,800/-
प्रसिद्ध अधिकारयाची पूर्ण स्वाक्षरी व शिक्का (Authorised Person's full Signature & Seal)	Pras



बंदर - १७/		
662	4	904
२०१३		



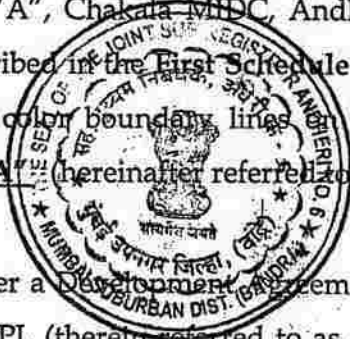
बदर - १७/		
७८६२	६	१०५
२०१३		

**IN THIS AGREEMENT: -**

- I. The Developer and the Purchaser are collectively referred to as the "Parties" and individually as "Party";
- II. Unless the context otherwise implies, the above expressions shall have the respective meanings assigned to them;
- III. The singular shall include plural and vice versa;
- IV. The masculine gender used herein and reference made thereto, shall include both the genders and references thereto, as the context may require;
- V. The titles to the clauses are only for reference purpose and shall have no bearing on the contents of the clauses;
- VI. The Recitals and the Schedules written hereunder and the exhibits annexed hereto form an integral part of this Agreement.

**WHEREAS:-**

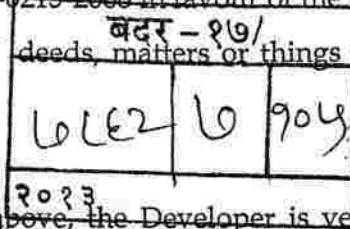
- A. By diverse deeds, documents and writings in law, executed by Voras Exclusive Tools Private Limited (hereinafter referred to as "VETPL") with the erstwhile owners, VETPL became the owner of and was seized and possessed of or otherwise sufficiently entitled to all that piece and parcel of free-hold and non-agricultural land admeasuring approximately 3539 square yards equivalent to approximately 2958.95 square metres (2930.50 square metres as per Property Register Card) bearing C.T.S No.228 situated at Village Mulgaon, Taluka Andheri, Cross Road "A", Chakala MIDC, Andheri (East), Mumbai - 400093, more particularly described in the First Schedule hereunder written and shown delineated with black color boundary lines in the Plan annexed hereto and marked as Annexure "A" (hereinafter referred to as "the said Land");
- B. Thereafter by and under a Development Agreement dated 21<sup>st</sup> September, 2007 executed between VETPL (therein referred to as "the Owner") of the one part and Kanakia Construction Private Limited (KCPL); (KCPL's name was later changed to Kanakia Spaces Private Limited, being the Developer herein, A fresh Certificate of Incorporation Consequent Upon Change of Name dated 14<sup>th</sup> September 2007 has been issued by the Office of the Registrar of Companies, Maharashtra, Mumbai and now known as Kanakia Spaces Private Limited); (therein referred to as "the Developer ") of the other part and registered with the Office of the Sub-Registrar of Assurances at Andheri under Serial No. BDR1-



*(Handwritten signatures)*

08733 - 2007 (hereinafter referred to as "the said Development Agreement"), VETPL granted development rights in respect of the said Land to the Developer for the consideration and on such terms and conditions as mentioned therein;

- C. In pursuance of the said Development Agreement, VETPL as the Owner has also executed a Irrevocable Power of Attorney dated 31<sup>st</sup> December, 2007, duly registered with the Office of the Sub-Registrar of Assurances at Andheri under Serial No. BDR1-0215-2008 in favour of the Developer, authorizing the Developer to do such acts, deeds, matters or things in respect of the development of the said Land;



- D. In light of the above, the Developer is vested with the development rights to develop the said Land, in the manner stated in the said Development Agreement and is in possession of the said Land;

- E. An Intimation of Disapproval dated 20<sup>th</sup> January, 2009 bearing Reference No. E.B/CE/ 9340/WS/AK (hereinafter referred to as the "IOD") from the Office of the Executive Engineer, Building Proposal, Zone, K-East Ward has been received for undertaking the development of the said Land in the manner and on the terms and conditions as set out therein;

- F. A Commencement Certificate dated 11<sup>th</sup> January, 2010 bearing Reference No. CE/9340/BSII/WS/AH/AK (hereinafter referred to as the "Commencement Certificate") has been received by the Developer to commence the construction on the said Land, which has been revalidated from time to time;

- G. The Developer has commenced construction of commercial building referred to as "KANAKIA ATRIUM- 2" consisting of 3 level basement, ground plus 10 upper floors on the said Land measuring 2930.50 square metres bearing C.T.S No.228 situated at Village Mulgaon, Danduka Andheri, Cross Road "A", Chakala MIDC, Andheri (East) Mumbai - 400093, more particularly described in the First Schedule;



- H. Pursuant to the approvals as mentioned above and the sanctioned plans as obtained by the Developer and which may be amended from time to time, the Developer has commenced construction on the said Land;

- I. The Developer is constructing the Building comprising of commercial shops/ units/ stores on the said Land or such further buildings as may be sanctioned by

*[Handwritten signatures and initials]*



the concerned authorities from time to time (collectively referred to as "the said Building") in phased manner of such floors as may be sanctioned by the concerned authorities from time to time in accordance with the building rules and regulations and bye-laws of the Municipal Corporation of Greater Mumbai (hereinafter referred to as "the MCGM")/State Government/ or any other competent authority and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to ~~अन्य~~ terms and conditions as may be imposed by the MCGM/State Government/ or any other competent authority;

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J. The Developer is entitled to sell all the dwellings, floor area, apartments, garages, units and stores comprised in the said Building and to enter into agreements with Purchaser and to receive the sale price in respect thereof and to execute and register the necessary deeds, documents and writing in this regard in favour of the Purchaser;

K. The Purchaser demanded from the Developer and the Developer has given inspection to the Purchaser of all the documents of title relating to the said Land, the commencement certificate, the sanctioned plans and of such other documents as are specified under the Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "MOFA") and the Rules made there under. Also annexed hereto and marked Annexure "B" and "C" respectively are the photocopy of the Commence Certificate and the Property Register Card extract, respectively with respect to the said Land.

L. The Developer proposes and shall be entitled in accordance with the Development Agreement, to utilize the entire Floor Space Index (hereinafter referred to as "F.S.I.") as stated in the Development Agreement and the entire increased, additional, future and extra F.S.I. which may be acquired by the Developer (either from the authorities by payment of premium or price and/ or the change of law and policy and/ or the purchase of Transferable Development Rights (hereinafter referred to as "TDR") and/ or floating FSI), which may be acquired in the manner as stated in the said Development Agreement or otherwise and utilized on the said Land. The Purchaser shall not have or claim any rights, benefits or interest whatsoever including for use and consumption in respect thereof. The Developer shall be entitled and be at liberty to amend/vary the sanctioned plans and to carry out such construction on the said Land, provided that, the Developer shall not make any change in the location, area and



dimensions of the said Unit. The Purchaser hereby consents to the above and the consent contemplated hereunder shall for all purposes be considered as the Purchaser's consent under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of the MOFA and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations framed therein;

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M. And further that if and in case, the Developer may consider necessary to amend/vary the sanctioned plans (from time to time) in accordance with the Development Agreement or otherwise amendment/variation in the sanctioned plans becomes necessary either because of the Developer deciding to construct additional floor/s or additional premises or additional wing/s to the said Building or any other building or additional buildings or semi-detached building as they deem fit including on account of them deciding to use the balance Floor Space Index of the said Land or any part thereof or a part or additional part of the TDR of the reservations, if any, on the said Land or on account of the increase in the Floor Space Index in the locality or Floor Space Index available by paying premium or price to authorities or additional Floor Space Index becoming available on account of acquisition of TDR or otherwise howsoever, then and in any such case, the Developer shall be entitled and be at liberty to amend/vary the Sanctioned Plans and to carry out such construction without making any change in the location, area and dimensions of the said Unit. The Purchaser hereby consents to the above and the said consent shall for all purposes be considered as the Purchaser's consent contemplated under the provisions of Section 7(1) (i) & (ii) and the other applicable provisions of MOFA and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations framed therein;

N. The rights retained by the Developer under this Agreement in terms of exploitation of the present and future development rights with respect to the said Land shall continue even after the execution of the deed of conveyance and/or deemed conveyance and/or after the statutory vesting of the said Land in favour of the society/ company/ association and the same shall be reserved therein in terms of covenant and undertaking of the society/ company/ association to the Developer;

O. Pursuant to the discussions between the Developer and the Purchaser, the Developer has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Developer on ownership basis a unit, bearing Unit No. 806

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admeasuring about 732 square feet (carpet area) (i.e. admeasuring about 68 square metres (carpet area) on the 8th floor of the said Building known as "KANAKIA ATRIUM-2" (hereinafter referred to as "the said Unit". The said Unit is more particularly described in the **Second Schedule** hereunder written and is shown in stripes with black colour on the typical proposed floor plan annexed hereto and marked as **Annexure "D"**). The list of amenities pertaining to the said Unit are set out in a list more particularly described in the **Third Schedule** hereunder written. The common amenities and facilities, which are proposed to be provided in the said Building are set out in a list more particularly described in the **Fourth Schedule** hereunder written, for a total consideration of Rs. 1,70,06,000/- (Rupees One Crore **Seventy Lakh(s) Six Thousand Only**) (hereinafter referred to as "the said Consideration Amount")

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P. At present, the Developer has availed of financial assistance in the form of an **indenture of Mortgage** dated 22/11/2011 registered under No BDR4-10304-2011, from the Industrial Development Finance Corporation Limited (hereinafter referred to as "IDFC Limited") in respect of the development of the said Land. The Developer has obtain the No Objection Certificate in respect of the said Unit and therefore the title of the Developer with respect to the said Unit is clear and marketable and free from any encumbrances;

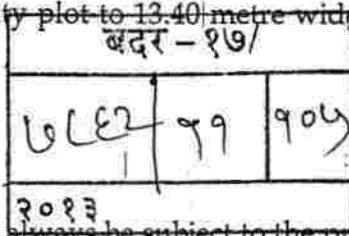
Q. H M Zaveri & Sons are the architects for the development of the said Land and P T GALA are the RCC consultants;

R. A copy of the Title Certificate dated 15th day February, 2008 and the Addendum to the Title Certificate dated 27th September, 2011 issued by Wadia Ghandy & Co, Advocates & Solicitors of the Developer, certifying the title of the Developer to develop the said Land is annexed hereto as **Annexure " E-1"** and **Annexure " E-2"**;

S. The Purchaser has prior to the execution of this Agreement satisfied himself about the title of the Developer to develop the said Land more particularly described in the First Schedule hereunder written. The Purchaser shall not be entitled to further investigate the title of the Developer and no requisition or objection shall be raised upon any matter relating thereto. This Agreement is entered into by the Purchaser after seeking legal advice on the various clauses and the rights retained by the Developer;

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T. By Permanent Right of Way Agreement dated 30<sup>th</sup> December, 2012 duly registered under No. BDR-4-3197-2013, Kanakia Spaces Private Limited, (earlier known as Kanakia Construction Private Limited) the party of the second part therein, the Developer herein, has handed over amenity plot to the MCGM and also granted right of way marked B-C-D-E on the plan annexed thereto connecting the amenity plot to 13.40 metre wide D.P. Road passing through the said Land;



U. This Agreement shall always be subject to the provisions of MOFA and the Rules made thereunder;

V. The Purchaser is aware that the brochures, leaflets, handouts, presentations, advertisements, oral or written representations made by or on behalf of the Developer and any other such informative material provided by the Developer (hereinafter referred to as "the informative material") are for the sake of convenience and for representation of concept and that the same is likely to be changed, modified from time to time. The Purchaser is aware that the informative material will cease to be of any consequence for all purposes whatsoever, on execution of this Agreement and that this Agreement, the terms and conditions hereof supersede all such informative material and contents thereof;

W. The development of the said Building may not be completed in the currently anticipated time-schedule if there would be change in government policy/ies, statutory, or rules and regulations. The Purchaser is aware of the fact that construction of the said Building as presently proposed, is subject to change and/or modifications as per the prevailing Development Control Rules, and/or as desired by the Developer;



X. This Agreement shall be subject to the provisions of MOFA and the rules made thereunder. Under Section 17 of the MOFA, the Developer is required to execute a written Agreement for Sale of the said Unit to the Purchaser, being these presents and also to register this Agreement within the stipulated time under the provisions of the Indian Registration Act, 1908;

Y. Now therefore, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt

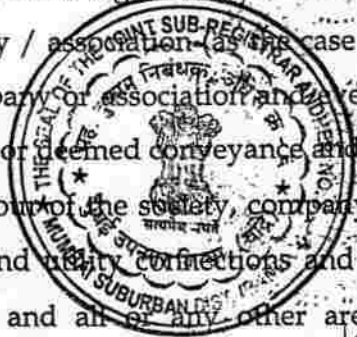
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and adequacy of which is hereby acknowledged, the parties intending to be bound legally, agree as follows.

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

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1. The parties hereto hereby acknowledge and confirm that ~~all the~~ aforesaid recitals form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and to be interpreted, construed and read accordingly.
2. The Developer shall construct and complete construction on the said Land of the said Building comprising of such habitable storeys as may be permissible on the said Land in accordance with plans, designs and specifications sanctioned by the MCGM and which have been seen and agreed by the Purchaser prior to the execution of this Agreement, with such variations, additions, alterations and/or modifications as the Developer may consider necessary (from time to time) or expedient or as may be required by any public or local bodies or authorities or government or due to planning constraints or otherwise to be made, including for the purposes to enable the Developer (a) to utilize the entire unconsumed Floor Space Index (F.S.I.) and the entire increased, additional, future and extra F.S.I. (either purchased from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of TDR and/or floating FSI which may be acquired by the Developer in the manner as stated in the said Development Agreement or otherwise) before the formation of the society/ company / association (as the case maybe) and even post formation of the society, company or association and even after the execution of the deed of conveyance and/or deemed conveyance and/or after the statutory vesting of the said Land in favour of the society, company or association and (b) to relocate/ realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Developer may deem fit at their discretion and/or to the sanctioned plans (from time to time) before the formation of the society, company or association and even post formation of the society, company or association and even after the execution of the deed of conveyance or deemed conveyance or after the statutory vesting of the said Land in favour of the society, company or association and the Purchaser hereby consents to such variations being made and the consent contemplated hereunder shall for all purposes be considered as the Purchaser's consent under the provisions of Section 7(1) (i) & (ii) and the other applicable



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provisions of MOFA and the other applicable provision of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations framed therein PROVIDED THAT the area and the floor of the said Unit (as herein defined) and hereby agreed to be sold to the Purchaser, shall not be altered or reduced without the prior written consent of the Purchaser.

3. The Developer hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authority at the time of sanctioning the plans or thereafter and shall before handing over possession of the said Unit to the Purchaser, obtain from the concerned local authority necessary approvals in respect of the said Unit.

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4. The Developer shall in the course of development of the said Land amend and alter the plans in respect of the said Building as may, from time to time, be deemed necessary and expedient and the Purchaser hereby irrevocably gives his consent to the same.

5. The Purchaser hereby agrees to acquire from the Developer and the Developer hereby agrees to sell to the Purchaser the Unit No. 806 admeasuring about 732 square feet (carpet area) equivalent to about 68 square metres (carpet area); (hereinbefore and hereinafter referred to as "the said Unit"). The said Unit is more particularly described in the **Second Schedule** hereunder written and is shown in stripes with black colour on the typical proposed floor plan annexed hereto and marked as **Annexure "D"**). The said Unit is in the said Building known as "KANAKIA" hereinbefore and hereinafter referred to as "the said Building".



It is specifically agreed by the Purchaser that (a) the entire increased, additional, future and extra F.S.I. purchased from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of TDR and/or floating FSI which may be acquired by the Developer in the manner as stated in the said Development Agreement or otherwise) before the formation of the society, company or association and even post formation of the society, company or association and even after the execution of the deed of conveyance and/or deemed conveyance and/or after the statutory vesting of the said Land in favour of the society, company or associations shall enure to the sole benefit of the Developer and (b) the Purchaser has accorded his irrevocable consent to the

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Developer whereby the Developer shall be entitled to make any variations, alterations, amendments or deletions to or in the scheme of development of the said Land, relocate/realign service and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as the Developer may deem fit in their discretion and/or to the sanctioned plans (from time to time) before the formation of the society, company or association and even post formation of the society, company or association and even after the execution of the deed of conveyance and/or deemed conveyance and/or after the statutory vesting of the said Land in favour of the society, company or association.

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6. The Purchaser hereby agrees to pay the Developer, a sum of Rs. 1,70,06,000/- (Rupees One Crore Seventy Lakh(s) Six Thousand Only) ;( hereinafter referred to as "the said Consideration Amount"). The Purchaser has agreed and shall pay the Developer, the Consideration Amount in the following manner:

a) On or before the signing of this Agreement, the Purchaser has paid to the Developer, an amount of Rs. 42,01,200/- (Rupees Forty Two Lakh(s) One Thousand Two Hundred Only) being a part of the Consideration for the said Unit as earnest money, alongwith an additional amount towards the applicable Service Tax (the receipt whereof, the Developer hereby admit and acknowledge).

b) The balance of the said Consideration amount, i.e. Rs. 1,28,04,800/- (Rupees One Crore Twenty Eight Lakh(s) Four Thousand Eight Hundred Only), towards the said Unit shall be paid, in installments, time being of essence, in accordance with the progress of construction of the said Building by the Developer. The Developer shall issue a notice to the Purchaser intimating the Purchaser about the stage-wise completion of the said Building as detailed below (the payment at each stage is individually referred to as "the Installment" and collectively referred to as "the Installments"). The said installment/s are more particularly described in the Fifth Schedule hereunder written. The payment shall be made by the Purchaser within 7 (seven) days of the Developer making a demand for the payment of the installment, time being of essence and along with an additional amount towards the applicable Service Tax, thereon, The Purchaser shall within 7(seven) days. (time being essence of contract in this regard) of the date of a notice from the Developer, calling upon him, to make the payment as



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per installments mentioned in Fifth Schedule. All payments shall be made by way of demand drafts or cheques or a combination of both, or by RTGS also in the name of "Kanakia Spaces Private Limited".

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7. The Purchaser is aware that as per present statute, Service Tax is leviable / applicable on the said Consideration Amount payable hereunder and consequently the amount of each installment payable by the Purchaser to the Developer in respect of this transaction shall proportionately increase to the extent of the liability of such taxes. The Purchaser hereby undertakes to pay the applicable amount of the Service Tax with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Developer shall not be bound to accept the payment of any installment and other amounts, unless the same is paid along with the amount of Service Tax applicable thereon and the Purchaser shall be deemed to have committed default in payment of amount due to the Developer hereunder if such payment is not accompanied with the applicable Service Tax.
8. The Purchaser has simultaneously with the signing of this Agreement, paid to the Developer, a sum of Rs. 1,75,217/- (Rupees One Lakh(s) Seventy Five Thousand Two Hundred Seventeen Only) towards MVAT, being 1% ( One percent) of the amount receivable as per the terms of this agreement .
9. The Developer has informed the Purchaser that in addition to the above, if any Goods & Service Tax etc. and/or any other taxes / imposts/ impositions, are levied or leviable by the Central and/or State Government or any local, public or statutory authorities or bodies in respect of the said Unit and/or transaction and/or the said Consideration Amount payable, then in such event, the Purchaser agrees to pay/reimburse such amount of tax/ imposts/ impositions (as the case may be) including the interest and/or penalty and/or other incidental charges and costs, if any, in respect thereof within 7(seven) days from the written demand made on him by the Developer and without any delay or demur. The Purchaser shall indemnify and keep the Developer fully indemnified in respect of such claims/ statutory dues and the non-payment or delayed payment, thereof.
10. Time for payment of each of the installments and other amounts payable under this Agreement shall be of the essence of the contract and the Purchaser shall be liable to pay interest at the rate of 24% p.a. (twenty four percent per annum) on



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all delayed payments from the due date till the date of payment thereof. In addition to the Purchaser's liability to pay interest as mentioned hereinabove, the Purchaser shall also be liable to pay and reimburse to the Developer, all the costs, charges and expenses whatsoever, including in respect of any litigation, which may be borne and/or incurred by the Developer for the purpose of enforcing any of their claims, rights under this Agreement and/or for enforcing obligations, payments of and recovering from the Purchaser, any amount/s or due/s whatsoever payable by the Purchaser under this Agreement. The Developer shall have first and paramount charge and unpaid lien on the said Unit in respect of the amounts payable by the Purchaser to the Developer under this Agreement.

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11. The Purchaser further agrees and undertakes to the Developer that the Purchaser shall, over and above the said Consideration Amount within 7 (seven) days from demand being made by the Developer in this regard and in any event prior to taking possession of the said Unit, pay to the Developer, the amounts determined by the Developer towards his share of costs, charges, deposits and expenses (based on the area of the said Unit, wherever applicable) for the following:-

Amount (in Rs.)	Towards
Rs.77781/- (Rupees Seventy Seven Thousand Seven Hundred Eighty One Only)	Towards Electric Meter, Water Meter And Water Supply Connection And Electrical Supply Connection/Mseb Service Line Charge.
Rs.7865/- (Rupees Seven Thousand Eight Hundred Sixty Five Only)	Towards Expenses For Formation/Incorporation And Registration Of The Corporate Body.
Rs.1500/- (Rupees One Thousand Five Hundred Only)	Towards Amount For Subscription Of Shares Of The Corporate Body.
Rs.16854/- (Rupees Sixteen Thousand Eight Hundred Fifty Four Only)	Towards Legal Charges.
Rs.130302/- (Rupees One Lakh(s) Thirty Thousand Three Hundred Two Only)	Towards Maintenance/Outgoing For 12 (Twelve) Months In Advance.
Rs.100223/- (Rupees One Lakh(s) Two Hundred Twenty Three Only)	Towards Development Charges.
Rs.181200/- (Rupees One Lakh(s) Eighty One Thousand Two Hundred Only)	Towards Corpus Fund.

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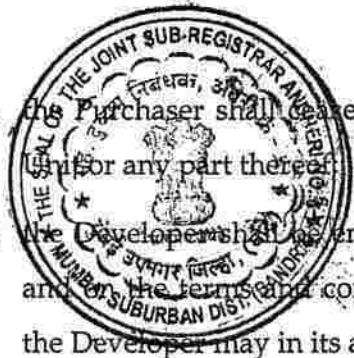
- (i) Service Tax, Goods & Service Tax, Value Added Tax and any other tax/es, /cess/es, /levy/ies, impost/s as applicable or as may be applicable and increase therein, if any.
- (ii) Any other charges/dues as may be applicable and payable at the time of handing over possession of the said Unit.
- (iii) The amounts paid or becoming payable to the Developer by the Purchaser under this sub-clause are non refundable and shall not carry any interest. Save and except sub-clauses
- (iv) (iv) above, The Developer are not liable to render any account of such amounts to the Purchaser or to the New Society at any time.

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12. The said Unit shall contain amenities as per the particulars given in the Third Schedule hereto.
13. Without prejudice to the right of the Developer to receive interest at the rate of 24 % p.a.(twenty four percent per annum) on all delayed payments in the event of the Purchaser making any default in payment of any installment of the said Consideration Amount and/or other payments under this Agreement (including his proportionate shares of taxes levied by concerned local authority and other outgoings) on their due date and/or in observing and performing any of the terms and conditions of this Agreement, the Developer shall at its own option be entitled to terminate this Agreement in which event the consequences hereinafter set out shall follow:

- a. The Purchaser shall not be to have any right or interest in the said Unit for any part thereof.
- b. The Developer shall be entitled to sell the said Unit, at such price and the terms and conditions to such other person or party as the Developer may in its absolute discretion deem fit;
- c. on the realization of the said Consideration Amount on resale from the new prospective purchaser/s towards the said Unit, the Developer shall refund to the Purchaser, the amount paid till then by the Purchaser to the Developer without any interest in pursuance of this Agreement after deducting therefrom:

- (i) 5% (five percent) of the said Consideration Amount of the



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said Unit (which is to stand forfeited by the Developer), as liquidated damages, which the parties hereto considers as reasonable, and not in the nature of a penalty;

(ii) the taxes and outgoings, if any, due and payable by the Purchaser in respect of the said Unit, upto the date of termination of this Agreement;

(iii) the amount of interest payable by the Purchaser to the Developer in terms of this Agreement from the dates of default in payment till the date of termination as aforesaid;

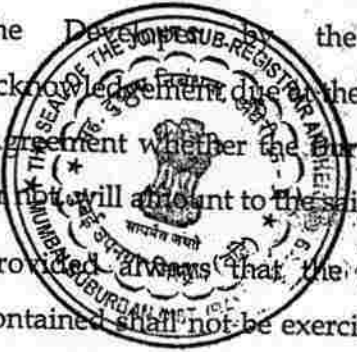
(iv) in the event of the said resale price being less than the said Consideration Amount mentioned herein, the amount of such deficit.

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d. The Developer shall, in the event of any shortfall, be entitled to recover such shortfall amount from the Purchaser. The Developer shall not be liable to pay to the Purchaser any interest, compensation, damages, costs otherwise and the Developer shall also not be liable to reimburse to the Purchaser any Government Charges such as Service Tax, MVAT, GST, Stamp Duty, Registration Fees etc. The amount shall be accepted by the Purchaser in full satisfaction of all his claim under this Agreement and/or in or to the said Unit.

e. The Purchaser agree that receipt of the said refund by cheque from the Developer by the Purchaser by registered post acknowledged by the Purchaser at the address given by the Purchaser in this Agreement whether the Purchaser accepts or encashes the cheque or not will amount to the said refund.

f. Provided always that the power of termination herein before contained shall not be exercised by the Developer unless and until the Developer shall have given to the Purchaser 07(seven) days prior notice in writing of its intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it has intended to terminate this Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within 07(seven) days after receiving of such written notice.



It is agreed that the Developer shall not be required to refund the

aforesaid amounts till the Developer have received the consideration from the resale of the said Unit and the Purchaser having executed and registered a Deed of Cancellation in respect of this Agreement.

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14. The Developer has agreed to earmark in favour of the Purchaser, as an amenity attached to the said Unit, the use of 1 (One) parking space either in the mechanical arrangement or otherwise in the basement of the said Building (hereinafter referred to as "said Car Parking Space") which is subject to the confirmation of the Corporate Body, (hereinafter defined) as and when formed.
15. The Purchaser will be bound to abide with the rules and regulations as may be framed with respect to the said Car Parking Space by the Developer and/or the Corporate Body, as and when formed; and shall pay such outgoings in respect of the said Car Parking Space as may be levied by the Developer or the Corporate Body, as the case may be. The Purchaser agrees and confirms that he shall not raise any objection to the earmarking of any of the car parking space/s in respect of other purchasers in said Building.
16. The development of the Land is dynamic and the scope thereof could be substantially increased from time to time by the amalgamation, mixture and composition of land plates, FSI and various development schemes under the applicable laws. The Developer shall endeavour to complete construction of the said Unit on or about December, 2014 and the same is an estimate, time, provided always that, this estimated time shall stand extended if the completion of the said Building is delayed on account of occurrence of events of force majeure or any circumstances or events beyond control of the Developer, subject to what is provided hereinafter.
17. The possession of the said Unit shall be given by the Developer to the Purchaser after 15 (fifteen) days of the Purchaser making payment of the said Consideration Amount and all other amounts whatsoever payable under this Agreement actually received and realized by the Developer, whereupon the Purchaser shall take possession of the said Unit within 15 (fifteen) days of the Developer giving the Purchaser written notice intimating that the same is ready for Fit-out Works.
18. The Developer shall be entitled to reasonable extension of time for giving possession of the said Unit after the aforesaid date, if the construction of the said



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Building in which the said Unit is delayed on account of all or any of the following reasons:-

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- i. Non-availability of steel, cement, other building materials, water or electric supply/connection, or drainage/sewage connection, labour etc; and/or;
- ii. War, act of terrorism, civil commotion or act of God; and/or;
- iii. Any notice, order, rule, regulation, notification or directive of the Government and/or any local or public or private body or authority or any other competent authority or any Court or Tribunal or any quasi-judicial body or authority; and/or;
- iv. Force majeure circumstances or conditions, or other causes beyond the control of or unforeseen by the Developer or their agents, including strikes or other agitation by the workers, employees or labourers of the Developer or the contractors or suppliers, or delay in completion of construction of the said Building; and/or;
- v. Any restrain and/or injunction and/or prohibition order of Court and/or any other judicial or quasi-judicial authority and/or any statutory authority; and/or;
- vi. Delay in issue of the certificate and/or grant of any permission, sanction, renewals, approval and/or order including but not limited to amendments of plans, commencement certificate, occupation certificate or otherwise from the concerned local authorities.

19. If the Developer fail or neglect to give possession of the said Unit to the Purchaser on account of reasons beyond the control of the Developer and their agents as per the provisions of section 8 of the MOFA by the aforesaid date then, at the discretion of the Purchaser to terminate the Agreement, the Purchaser shall give written intimation to the Developer and on such termination and on demand being made by the Purchaser to refund the amounts paid by the Purchaser till the date of termination, The Developer shall be liable to refund to the Purchaser the amounts received by it in respect of the said Unit, with simple interest at the rate of 9% p.a (nine percent) per annum, from the date/s the Developer received the amounts till the date the amounts and interest thereon are repaid.

20. So long as the various premises in the said Building shall not be separately assessed by the MCGM for the purpose of property taxes, water charges and

other rates and taxes, the Purchaser shall pay the proportionate share of such taxes, rates and other outgoings assessed on the said Building, as described in the Sixth Schedule hereunder written. The Purchaser shall pay a sum of Rs.10,859/- (Rupees Ten Thousand Eight Hundred Fifty Nine Only) per month to the Developer for the above.

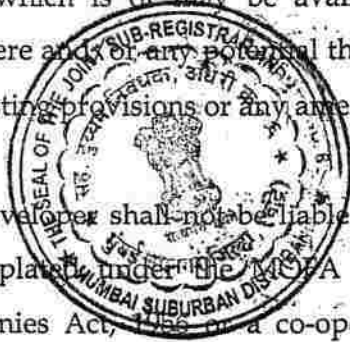
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21. The Purchaser confirms and acknowledges that the Purchaser has been apprised and made aware and the Purchaser has agreed that:

21.1. The development of the said Land and the construction of the said Building thereon shall happen in a phased manner which shall take substantial time for completion. In course of such development or otherwise the Developer shall be entitled to amend the existing layout plans, building plans and / or floor plans (including increase / decrease of floor levels) as may be desired by the Developer from time to time without the consent or concurrence of the Purchaser;

21.2. The Developer is entitled to utilize all FSI (including fungible FSI, free FSI, premium FSI) that may be available from the said Land or elsewhere and/or on account of Transfer of Development Rights (TDR) and/or by change of law and/or change of policy and/or any other rights and benefits including on account of undertaking incentive FSI schemes under the applicable laws, public car parking schemes or any floating rights which is or may be available in respect of the said Land or elsewhere and/or any potential that is or may be available on account of the existing provisions or any amendments thereto under applicable law;

21.3. The Developer shall not be liable for formation of any organization (as contemplated under the MCOA or company incorporated under the Companies Act, 1956 or a co-operative society formed and registered under the Maharashtra Co-operative Societies Act, 1960 or Condominium under Maharashtra Apartment Ownership Act, 1970 (hereinbefore and hereafter referred to as "the Corporate Body") in favour of the Corporate Body until utilization of entire FSI/TDR and all other rights and benefits available now or in future in respect of the said Land and/or the incentive FSI scheme and/or or other properties and until all units, offices, premises, garages and stores in the said Buildings constructed on the said Land are sold and until all amounts including the consideration



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amount in respect of sale of such units, offices, premises, garages and stores in the said Buildings on the said Land is received. The Developer shall elect and choose, in its discretion the nature of the Corporate Body to be formed in respect of the said Building and the said Land.

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22. It is expressly agreed and the Purchaser is aware that as a result of changes in the building plans of the said Building, the share of the said Unit and/or the Purchaser in the common areas and facilities may increase or decrease. The Purchaser hereby expressly consents to such changes in the said share and hereby expressly authorizes the Developer to so increase or decrease the said share of the said Unit and/or of the Purchaser/s in the common areas and facilities of the said Building and the Purchaser/s hereby irrevocably agrees to accept the said share as changed as aforesaid.

23. The rights of the Developer with respect to the said Land, are as stated herein below:-

23.1. It is expressly agreed that the right of the Purchaser under this Agreement is only restricted to the said Unit agreed to be sold by the Developer to the Purchaser subject to payment of all the monies as stipulated herein and all other premises, structures on the said Land shall be the sole property of the Developer and the Developer shall be entitled to sell, transfer and/or deal with and dispose of the same without any reference or recourse or consent or concurrence from the Purchaser in any manner whatsoever.



23.2. Till the formation of the Corporate Body, and the conveyance of the said Land to the Corporate Body, the Purchaser shall not let, sub-let, mortgage, charge, grant on lease & license, sell, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or part with the possession of the said Unit until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid-up and further only if the Purchaser is not guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has obtained the prior written permission of the Developer and made payment in full of all amounts, dues and charges payable by him to the Developer under this Agreement or to the Corporate Body, as and when formed, as the case may be;

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23.3. In the event the Purchaser chooses to transfer/ sell the said Unit before the formation of the society/ any other the Corporate Body under this Agreement, the Purchaser shall require the prior written consent of the Developer;

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23.4. The Developer shall be entitled to utilize the entire unconsumed and residual Floor Space Index (F.S.I.), if any in respect of the said Land, and the entire increased, additional, future and extra F.S.I. (either purchased from the authorities by payment of premium or price and/or the change of law and policy and/or the purchase of TDR and/or floating FSI which may be acquired by the Developer in the manner as stated in the said Development Agreement or otherwise) and utilized on the said Land before the formation of the Corporate Body and even post formation of the Corporate Body and even after the execution of the deed of conveyance and/or deemed conveyance and/or after the statutory vesting of the said Land in favour of the Corporate Body;

23.5. The common areas and amenities to be provided as stated herein is provisional. The Developer shall be entitled to make any variations, alterations, amendments or deletions with respect to the development of the said Land, location and dimension of parking spaces, plans and specifications are subject to change, relocate/realign service, facility, convenience and utility connections and lines, open spaces, parking spaces, recreation areas and all or any other areas, amenities and facilities as they may deem fit in their sole discretion or if the same is or are required by the concerned authorities before the formation and even post formation of the Corporate Body and even after the execution of the deed of conveyance and/or deemed conveyance and/or after the statutory vesting of the said Land in favour of the society/ company /association.



23.6. The Developer shall be at liberty and be entitled to amend the lay-out plans, the building plans and other approvals, from time to time, to effectuate the rights retained by the Developer herein;

23.7. If the Floor Space Index, by whatever name or form is increased (a) in respect of the said Land and/or additional construction (i.e. more than what is envisaged at present) is possible on the said Building/ said Land (b) on account of TDR (or in any other similar manner) available for being

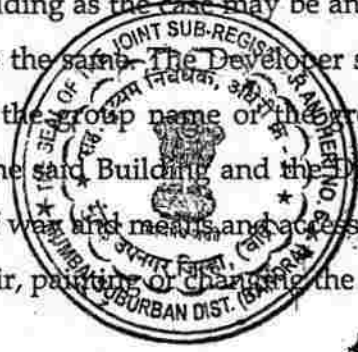
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utilized or otherwise, then in such event, the Developer shall be entitled to construct such additional floors, wing/s as per the revised building/s plans. The Purchaser expressly consents to the same as long as the area of the said Unit is not reduced. This consent shall be considered to be the Purchaser consent contemplated by Section 7 (1) (i) &(ii) of the MOFA and the other provisions of MOFA and in accordance with the provisions of the Maharashtra Regional Town Planning Act, 1966 and the Development Control Regulations;

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23.8. The Developer shall always have a right to get the benefit of additional Floor Space Index for construction from sanctioning authorities and also to make the additions, alterations, raise storeys or put up additional structures as may be permitted by sanctioning authorities and other competent authorities and such additions structures and storeys will be the property of the Developer. The Developer will be entitled to use the terrace/s including the parapet wall for any purpose including display of advertisements and sign boards and for such purpose may utilize any common facility, utility, convenience or amenity such as water, electricity etc. to which the Purchaser shall not have right to object, and it is expressly agreed that the Developer shall be entitled to put a hoarding or give on lease site for cell base station and telecom towers on the said Land or on the said Building or any part thereof including the terrace and the said hoardings may be illuminated or comprising neon sign and for that purpose Developer is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the Building as the case may be and the Purchaser agrees not to object or dispute the same. The Developer shall be entitled to install their logo or any of the group name or the group logo in one or more places in or upon the said Building and the Developer reserves to itself full and free right of way and means and access to such place or places for the purpose of repair, painting or changing the logo;



23.9. The common areas and amenities to be provided as stated herein is a provisional one. The Developer are entitled and irrevocably authorized to alter/modify the layout of the said Land, including alter/relocate or re-shaping the common areas and amenities shown in the presently approved layout;

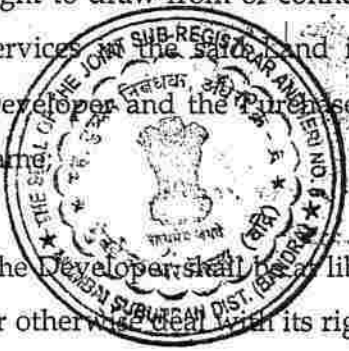
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23.10. The Developer shall always have the right and be entitled to purchase and acquire further TDR from the market and consume the same on the said Land (or any part thereof) and construct additional floors, make alterations and deal with the same in the manner the Developer deems fit and proper and the Purchaser hereby irrevocably consents to the rights of the Developer mentioned above as well as the rights of the Developer to revise and modify the building plans from time to time;

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23.11. Till the entire development of the said Land to its full development potential is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Developer alone shall have full control, absolute authority and say over the un-allotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided and the Purchaser shall have no right or interest in the enjoyment and control of the Developer in this regard;

23.12. The Purchaser is aware that the Developer will be developing the said Land in a phase wise manner on such terms and conditions as the Developer may deem fit and shall be entitled to all the benefit of Floor Space Index or any such entitlements for the more beneficial and optimum use and enjoyment of the same in such manner as the Developer deem fit and the Developer shall be entitled to grant, offer, upon or in respect of any portion of the said Land, to any third party all such rights, benefits, privileges, easements etc. including right of way, right to draw from or connect to all drains, sewers, installations and/or services and in such manner as may be desired by the Developer and the Purchaser expressly and irrevocably consents to the same.



23.13. The Developer shall have liberty to sell, assign, transfer, lease, mortgage or otherwise deal with its right, title and interest in the said Land and/or the said Building, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the said Unit;

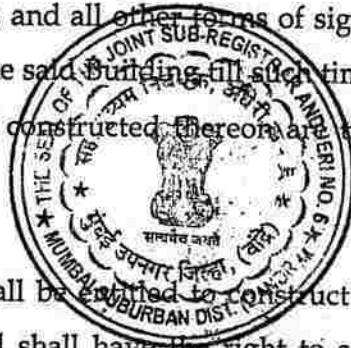
23.14. The Developer shall have the right to designate any space on the said Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services to be availed by the occupants of the said Buildings. The Developer shall also be entitled to

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designate any space on the said Land and/or in the terrace of the said Buildings to such utility provider either on leave and licence or leasehold basis for the purpose of installing power sub-stations with a view to service the electricity requirement in the said Building;

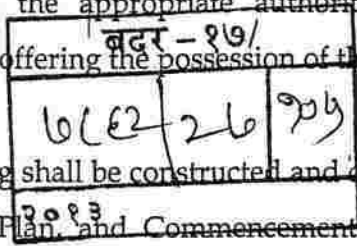
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- 23.15. Notwithstanding the other provisions of this Agreement, the Developer shall be entitled to nominate any person (hereinafter referred to as the "Project Management Agency") to manage the operation and maintenance of the said Building, common amenities convenience, utilities and facilities on the said Land after the completion of the development of the said Land. The Developer shall have the authority and discretion to negotiate with the Project Management Agency and to enter into and execute formal agreement/s for maintenance and management of infrastructure with it/them. the Purchaser agrees to abide by any and all terms, conditions, rules and/or regulations of the Developer and/or the Project Management Agency, The cost incurred in appointing and operating the Project Management Agency shall be borne and paid by the occupants of the said Building including the Purchaser on a pro rata basis as part of the development and common infrastructure charges referred to herein;
- 23.16. The Developer shall have the exclusive right to control advertising and signage, hoarding, and all other forms of signage whatsoever within the said Land or on the said Building, till such time as the said Land together with the Building constructed thereon are transferred to the Corporate Body;
- 23.17. The Developer shall be entitled to construct site offices/sales lounge in the said Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Land or any portion thereof is conveyed/leased/ assigned to the Corporate Body and shall continue until the said Land is fully developed;
- 23.18. The Developer shall observe, perform and comply with all the terms, conditions, stipulations and restrictions, imposed by MCGM at the time of sanctioning the plan and thereafter, as stipulated in the Commencement Certificate for the construction of the said Building on the said Land and obtain from the appropriate authority the necessary



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approvals from the appropriate authorities in respect of the said Building, before offering the possession of the said Unit to the Purchaser;



23.19. The said Building shall be constructed and completed in accordance with the Sanctioned Plan and Commencement Certificate as approved by MCGM as aforementioned with such modifications thereto as may be made by the Developer as set out hereinabove. Save and except as provided herein, the Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the sanctioning authorities at the time of sanctioning the plans and shall, before the Developer has offered the possession of the said Unit to the Purchaser, obtain the necessary approvals from the appropriate authorities in respect of the said Building;

23.20. If within a period of 3 (three) years from the date of handing over the said Unit to the Purchaser, the Purchaser brings to the notice of the Developer any defect in the said Unit or the said Building in which the said Unit is situated shall be rectified by the Developer at its own cost;

23.21. The Developer shall bear and pay all outgoing and statutory dues including municipal taxes, service tax, work contract tax, taxes for land under construction and all the taxes relating to the said Land, non-agricultural assessment and other assessments and/or dues and/or charges of any nature whatsoever or in respect of and/or concerning the said Land and the said Building and the development of the said Land and the said Building. It is clarified that all taxes, dues, cess, outgoing with respect to the said Unit for a period commencing from the Developer offering the possession of the said Unit to the Purchaser shall be borne and payable by the Purchaser;



23.22. The Developer is at liberty and entitled to enter into any Agreement for sale for any other area in the said Building;

24. Save and except as disclosed herein and in the disclosures made to the Purchaser, the Developer hereby represent that;

24.1. The Developer is entitled to develop the said Land and construct the said Building and is at liberty to sell on ownership basis and/or allot, dispose,

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