

323/8404

Monday, September 30, 2019

4:30 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 9824 दिनांक: 30/09/2019

गावाचे नाव: मुळगांव

दस्तऐवजाचा अनुक्रमांक: वदर4-8404-2019

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: मे. सिटी एलिवेटर्स प्रा. लि. चे संचालिका कविता इंद्रकुमार स्वामी --

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1600.00

पृष्ठांची संख्या: 80

रु. 31600.00

एकूण:

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
4:46 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, अंधेरी-२

सह. दुय्यम निबंधक, अंधेरी क्र. २
मुंबई उपनगर जिल्हा

बाजार मूल्य: रु. 30036500 /-

मोबदला रु. 26670800/-

भरलेले मुद्रांक शुल्क : रु. 1802900/-

1) देयकाचा प्रकार: eChallan रकम: रु. 30000/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: MH006197637201920P दिनांक: 30/09/2019

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु. 1600/-
डीडी/घनादेश/पे ऑर्डर क्रमांक: 2809201901957 दिनांक: 30/09/2019

बँकेचे नाव व पत्ता:

Swami

DELIVERED



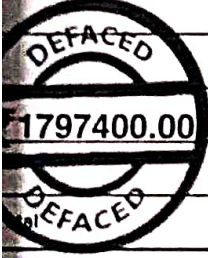
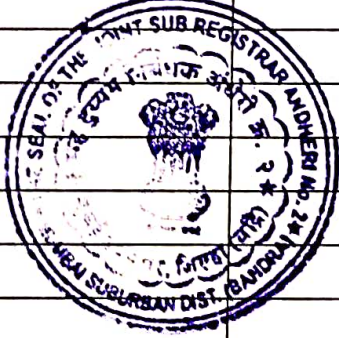
वदर-४		
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२०१९		



CHALLAN
MTR Form Number-6



GRN	MH006197637201920P	BARCODE	[Barcode]		Date	11/09/2019-17:54:05	Form ID	25.2
Department	Inspector General Of Registration		Payer Details					
Type of Payment	Stamp Duty Registration Fee		TAX ID (If Any)					
Office Name	BDR1_JT SUB REGISTRAR ANDHERI NO 1		PAN No.(If Applicable)	AACCC8797P				
Location	MUMBAI		Full Name	CITY ELEVATORS PRIVATE LIMITED				
Year	2019-2020 One Time		Flat/Block No.	UNIT NO. 506, 5TH FLOOR, ACKRUTI STAR				
Account Head Details		Amount In Rs.	Premises/Building					
0030045501 Stamp Duty		1767400.00	Road/Street	CENTRAL ROAD, MIDC ROAD				
0030063301 Registration Fee		30000.00	Area/Locality	ANDHERI EAST, MUMBAI				
			Town/City/District					
			PIN	4 0 0 0 9 3				
			Remarks (If Any)	PAN2=AACCN2778D--SecondPartyName=GIRAFFE DEVELOPERS PRIVATE LIMITED--CA=26670800				
			Amount In	Seventeen Lakh Ninety Seven Thousand Four Hundred				
		17,97,400.00	Words	Rupees Only				
Payment Details			FOR USE IN RECEIVING BANK					
STATE BANK OF INDIA			Bank CIN	Ref. No.	10000502019091101489	5225220715805		
Cheque-DD Details			Bank Date	RBI Date	11/09/2019-17:54:55	13/09/2019		
Cheque/DD No.			Bank Branch	STATE BANK OF INDIA				
Name of Bank			Scroll No. , Date	1004359 , 13/09/2019				
Name of Branch								



Department ID :
NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
Mobile No. : 9702778002

जर चलन केवल दुर्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्त्यासाठी सदर चलन लावू नये.

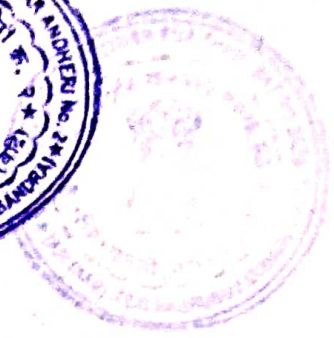
Validity unknown

2019

2008 2 00

Digitally signed by D. S. VIRTUAL TREASURER MUMBAI 02
Date: 2019.09.30 16:31:11
Reason: Secure Document

No.	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-323-8404	30/09/2019-16:30:40	IGR187	30000.00
2	(IS)-323-8404	30/09/2019-16:30:40	IGR187	1767400.00
Total Defacement Amount				17,97,400.00



बदल-४		
८००४	१३	६०
२०१९		

AGREEMENT FOR SALE

(Signature) *(Signature)*

THIS AGREEMENT FOR SALE ("the Agreement") is made at Mumbai on this 30th day of Sept. 2019

BETWEEN:

GIRAFFE DEVELOPERS PRIVATE LIMITED a Company registered under the provisions of Companies Act, 1956 and having its Registered Office at 111, G - Wing, Akruvi Commercial Complex, Next to Akruvi Centre Point, Central Road, MIDC, Andheri (E), Mumbai - 400 093 hereinafter referred to as the "Promoter" (which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors and assigns) of the One Part;

A N D

M/s. CITY ELEVATORS PRIVATE LIMITED

Registered Office at, **GROUND FLOOR, KRISHNA NIWAS, KADAMWADI LANE, BEHIND LEELA BUSINESS PARK NEAR AIRPORT METRO STATION OFF ANDHERI KURLA ROAD, ANDHERI (E) MUMBAI - 400059**

hereinafter collectively referred to as the "Purchaser(s)", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual or individuals, his, her or their respective heirs, executors and administrators; and in case of a body corporate its successors and in case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and in case of a Hindu undivided family, the karta and the members for the time being and from time to time of the coparceners and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them; and in case of trust, the trustees for the time being and from time to time of the trust and the survivors or survivors of them and the heirs, executors and administrators of the last survivor of them and the heirs, executors and administrators of the last survivor of them) of the **Other Part:**

The Promoter and the Purchaser(s) are collectively referred to as the Parties and are individually referred to as the Party.

(Signature)

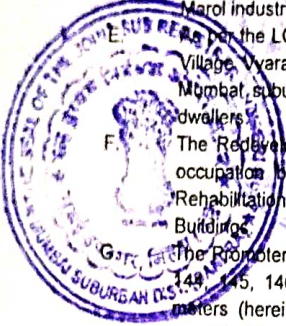
PROMOTER

(Signature)

PURCHASER(S)

WHEREAS:

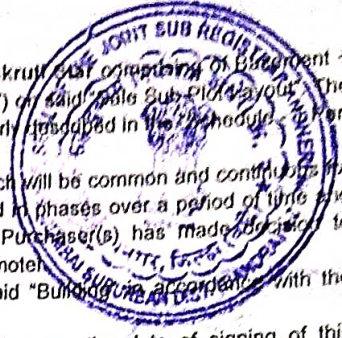
- A. Maharashtra Industrial Development Corporation ("MIDC") floated a Global Tender in or around December 1994 (the said "Tender") inviting bids for redevelopment of the Slum by re-habilitating 3340 slum dwellers residing in the Pocket Nos. I to IX as per the guidelines of the Government of Maharashtra and the provisions of Regulation 33(10) of the Development Control Regulations for Greater Mumbai 1961 ("DC Regulations").
- B. Akruti Nirman Limited (subsequently known as "Akruti City Limited" and presently known as Hubtown Limited) in or about February 1995 participated in the Global Tender and made an offer to MIDC for undertaking the work of slum redevelopment as per the terms and conditions of the said Tender;
- C. MIDC, vide its letter dated 28th April, 1997 accepted the offer of Akruti Nirman Limited for slum redevelopment in Marol Industrial Area.
- D. Maharashtra Industrial Development Corporation ("MIDC") being special planning authority for the entire Marol industrial Area is the Authority to approve plans for the said "Entire Land"
- E. As per the LOI, the Promoter is proposing to develop Pocket Nos. I to IX situated at Marol Industrial Area, Village, Viharvali, Taluka Andheri (E), in the Registration District and Sub District of Mumbai City and Mumbai, suburban admeasuring in aggregate 88,189 sq. mtrs encroached and occupied by 3000 slum dwellers.
- F. The Redevelopment of Nine Slum pockets was proposed in phased manner and total area under slum occupation being 88,190 sq. mtrs or thereabouts. Area of 99,269.146 sq mtrs was sanctioned for Rehabilitation of slum dwellers and FSI of 1,21,203.354 sq mtrs was sanctioned for construction of Sale Buildings.
- G. The Promoter is proposing to develop Pocket No. V situated on plot of Land bearing C.T.S. NO. 96B (P), 149, 145, 146, 249 of Village Mulgaon, Taluka Andheri (E) admeasuring approximately 21860 square meters (hereinafter referred to as the said "Entire Land"). The said "Entire Land" is more particularly described in the Schedule - 1 Part "A" written hereunder.
- H. As per the LOI, the Promoter is entitled to construct the said "Building" and is required to construct buildings for rehabilitation of the Slum Dwellers.
- I. The Maharashtra Industrial Development Corporation (MIDC) has approved the layout on the said "Entire Land" (hereinafter referred to as "Master Layout") vide No DE/Slum/V/833/ Of 2010 dated 26th March, 2010 is hereto annexed and marked as "Annexure - A".
- J. The said "Entire Land" in accordance with the said "Master Layout" is divided into 3 (Nos.) of sub plots. Each of this Sub Plot Land is more particularly described in the Schedule - 1 Part "B" written hereunder.
- i. The first Sub Plot land which is more particularly described in "Schedule - 1 Part B1" is hereinafter referred to as the said "Slum Sub Plot Land".
- ii. The Second Sub Plot land which is more particularly described in "Schedule - 1 Part B2" is hereinafter referred to as the said "MIDC Sub Plot Land".
- iii. The Third Sub Plot land which is more particularly described in "Schedule - 1 Part B3" is hereinafter referred to as the said "Sale Sub Plot Land".
- K. MDP & Partners has certified that the Promoter's title to develop the said "Entire Land" is clear and marketable. The certificate of title issued by MDP & Partners, dated 7th December, 2013 is hereto annexed and marked as "Annexure - B".
- L. In view of the above, the title of Promoter in respect of the land described in the "Schedule - 1 Part B3" hereunder written is clear, marketable and non-encumbered and thus the "Promoter" herein has all the rights to deal with the land described in the Schedule - 1 Part B3" hereunder written as they deem fit and proper.
- M. The Promoter are proposing of develop the said "Sale Sub Plot Land" by utilizing
- I. The FSI available in respect of the said "Entire Land".
- II. The TDR/DRC allowed to be utilized on the said "Entire Land".
- III. The FSI which may be available by amalgamation of adjoining or adjacent Land.
- IV. FSI which may be available in lieu of providing rental housing and/or affordable housing and/or transit accommodation and/or Public parking space.
- V. Any further FSI which may be available to be utilized on the said "Entire Land" in future under any scheme proposed by the authorities by amending or modifying existing DC regulations or by providing for utilization of additional FSI under new DC regulation which may be promulgated hereinafter.
- N. The Promoter has proposed the development of the said "Sale Sub Plot Land" in accordance with "Schedule 2 Part A". The development quantum as per the approval as on 26th March, 2010 is in accordance with "Schedule 2 Part B". The Purchaser(s) is further aware that the plans approved as on date are utilizing only partial potential of the said "Entire Land" and are not utilizing the full FSI available or which may become available in future to the Promoter in respect of the said "Entire Land" under various regulations and schemes of the government. The Promoter shall be entitled to utilize the full potential of the said "Entire Land" by consuming full FSI as well as FSI available or which may become available in future under various regulations and schemes prescribed under Development Control Regulations in respect of the said "Entire Land" on the said "Sale Sub Plot Land". The Promoter has informed the Purchaser(s) about the quantum of the proposed development on the said "Sale Sub Plot Land" as detailed in Schedule - 2 Part "A" of the Agreement.



Handwritten signature and stamp of the Promoter, with the number '2006' written in blue ink.

PROMOTER

PURCHASER(S)



- O. The Promoter has constructed one commercial building named as Ackruti Star of height of Basement + Ground + 10 upper floors (hereinafter referred to as the said "Building") on said "Sale Sub Plot Land". The land on which the said "Building" is being constructed is more particularly described in the Schedule - 1 Part B3" written hereunder and is referred to as the said "Building Land"
- P. The Purchaser(s) is also made aware that there will be basement which will be common and contiguous for the said "Sale Sub Plot Land". The said Basement will be constructed in phases over a period of time and shall be integrated to form a single, homogenous structure. The Purchaser(s) has made decision to purchase the said unit considering the aforesaid disclosure by the Promoter.
- Q. The Promoter has accordingly completed the construction of the said "Building" in accordance with the approved plans and sanctions by the Competent Authorities.
- R. The Purchaser(s) is aware that the said "Building" plans approved as on the date of signing of this agreement are tentative and provisional in nature and shall undergo changes. The Purchaser(s) is further aware that the plans approved as on date are utilizing only partial potential of the said "Entire Land" and are not utilizing the full FSI available or which may become available in future to the Promoter in respect of the said "Entire Land" under various regulations and schemes of the government. The Promoter shall be entitled to utilize the full potential of the said "Entire Land" by consuming full FSI as well as FSI available under various regulations and schemes prescribed under Development Control Regulations in respect of the said "Entire Land" on the said Sale Sub Plot Land. The Promoter has informed the Purchaser(s) about the quantum of the proposed development on the said "Sale Sub Plot Land" as detailed in Schedule - 2 Part "A" of this Agreement. The Purchaser(s) is aware of the proposed construction on the said "Sale Sub Plot Land" arising out of the full potential of the said "Entire Land" and has purchased the said unit considering the quantum of the construction which will arise out of utilization of the full potential of FSI as disclosed in Schedule - 2 Part "A" of this Agreement. The Purchaser(s) confirms, unconditionally and irrevocably and covenant with the Promoter that he has no objection to the construction of the full potential of the FSI available in respect of the said "Entire Land" and has expressly given informed consent as required under MOFA to the Promoter for the same. The said consent is also for varying, amending, altering or modifying the plan of the said "Building" or construction of additional floor on the said "Building", or construction of additional building(s) in the said "Sale Sub Plot Land" and/or the said "Entire Land". The Purchaser(s) is aware that the plans approved shall undergo changes, amendment, modification, alteration, variation, relocation, etc. in order to develop the said "Entire Land" including the said "Sale Sub Plot Land" with the full potential of the said "Entire Land" and in accordance with the proposed development disclosed in the Schedule - 2 Part "A" of this agreement. The Promoter shall be entitled to make any changes, amendment, modification, alteration, variation, relocation, etc in any of the Sub Plot Layout including First Sub Plot Layout or Second Sub Plot Layout or the Master Layout. The Promoter shall also be entitled to relocate and/or realign open spaces, parking spaces, amenities, etc. The Promoter shall be entitled to realign utility and service connections. The Purchaser(s) has given his unconditional and informed consent in favour of Promoter, under the provisions of MOFA for carrying out all or any of the aforesaid purposes.
- S. The Promoter shall be entitled to construct revise internal roads, and parking lots or provide parking in basements or in the open spaces, as the Promoter may deem fit from time to time and the Purchaser(s) has given his unconditional and informed consent in favour of Promoter, under the provisions of MOFA for carrying out all or any of the aforesaid purposes. Promoter.
- T. The Purchaser(s) herein has/have demanded from the Promoter and the Promoter have given inspection to the Purchaser(s) of all the documents relating to the said "Sale Sub Plot Land". The Purchaser(s) have familiarize himself/herself/themselves with the development of the said "Entire Land" and also of the "Sale Sub Plot Land". The Purchaser(s) have accepted designs and specifications prepared by the Architect of the Promoter. The Purchaser(s) agrees and confirms and warrants that the Purchaser(s) is/are satisfied in all respects with regard to the title of the Promoter in respect of the said "Sale Sub Plot Land" including any right, title, interest or claim of any other party to or in the said "Sale Sub Plot Land" as well as any encumbrances if any. The Purchaser(s) hereby declares and confirms that before the execution of this Agreement, the Promoter has made full and complete disclosure of the title to said "Sale Sub Plot Land". The Purchaser(s) confirms and warrants that the Purchaser(s) shall not further investigate or raise any queries or objections to and is/are fully satisfied with regard to the title of the Promoter to the said "Sale Sub Plot Land" and the competency of the Promoter to enter into this Agreement as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("MOFA Act") and rules made thereunder;
- U. The Promoter are desirous of selling, transferring or otherwise disposing off units, units, premises, shops, and other areas to be constructed on the said "Sale Sub Plot Land" as per the approvals and sanctions under the relevant laws. The Promoter are entering into separate agreements for sale, transfer and/or disposal thereof with various Purchaser(s) or transferees thereof;
- V. The Purchaser(s) has / have agreed to acquire from the Promoter, Unit No. 506 situated on the 5th Floor of the building "Ackruti Star" (the said "Building") admeasuring about 138.89 sq. mtrs of Carpet Area (hereinafter referred to as "said Unit") and license to use 03 (Three) per car Parking Area(s) admeasuring (hereinafter referred to as "the said Parking space"). The said "Building" is being about 10.22 sq. mtrs ("hereinafter referred to in the Schedule - 1 Part B3" (hereinafter referred to as constructed on the Land more particularly described in the Schedule - 1 Part B3" (hereinafter referred to as the said "Building Land"). The said Unit is shown in red color on the floor plan thereof hereto annexed as "Annexure - C", on the terms and conditions asset out hereinafter. The said Unit is attached with an area admeasuring 0 sq. mtrs in the form of flowerbed and/or utility spaces and/or deck and/or cupboard space and/or terrace and/or niche and/or elevation feature etc., (hereinafter referred to as the "Attached Area to the said Unit"). As the Attached Area to the said Unit, though for exclusive use and occupation by the Purchaser(s) being free of FSI, it is not been charged to the Purchaser(s) and the Purchase Consideration

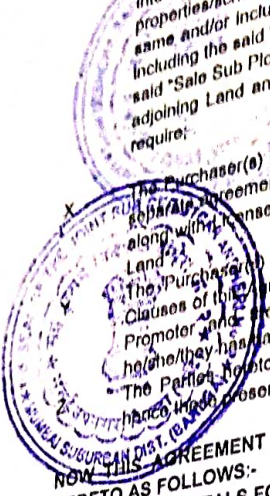
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PROMOTER

PURCHASER(S)

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agreed to be paid under this Agreement doesn't include charges for said Attached Area to the said Unit and the said Purchase Consideration is only for the carpet area of the said Unit; The Promoter either by themselves or through other entities are entitled to and propose to acquire for the purpose of development or agreement as they may deem fit. The Promoter may amalgamate such Land and into such arrangement with the said "Entire Land" including said "Sale Sub Plot Land" and/or sub-divide the properties/schemes the same in the development envisaged in this Agreement for the said "Entire Land" same and/or include the said "Sale Sub Plot Land" in the manner deemed appropriate. In view thereof, references to the including the said "Sale Sub Plot Land" and/or said "Entire Land" shall be deemed to include the contiguous, adjacent and adjoining Land and the Promoter shall carry out construction thereon wherever the context so permits or require:



X. The Purchaser(s) is/are aware of the fact that the Promoter have entered into or will enter into similar and agreements with several other person(s) and party(ies) in respect of the other units and / or shops, along with the provision of parking areas (if any), in the said building(s) to be constructed on the said "Building Land". The Purchaser(s) has/have carefully read and understood the contents and meanings of each of the clauses of this Agreement, along with all the aforesaid and hereunder relevant information furnished by the Promoter and the Purchaser(s) has/have also taken independent legal advice and only thereafter he/she/they has/have agreed to enter into this Agreement; The Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hereby make presents.

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

1. **THE RECITALS FORM PART OF THE AGREEMENT:**
The Parties hereby agree and confirm that all the recitals of this Agreement form integral part of this Agreement and shall be read accordingly.
2. **DEFINITIONS AND INTERPRETATIONS:**
In this Agreement, the following expressions used herein shall have the following meaning:-
 - 2.i) "Attached Area" to the said unit or "Independent Area" means the area which are within or attached to a unit and are being allotted to a unit for exclusive use of that unit to the exclusion of other unit users and shall include utility area.
 - 2.ii) "Building" shall mean "Ackruti Star" (as approved plans received from Slum Rehabilitation Authority bearing serial no SRA/Ch.E/Eng/1287/KE/ML/AP dated 20.05.2005) Wing" being constructed on the said "Building Land" which comprises of units / shops /units / Robotic Car Parking in Basement / Car Parking Area in Basement floor.
 - 2.iii) "Carpet Area" shall mean and include area of all floors of the rooms of the said Unit measured from external walls of the said Unit including area of floors under columns of the said Unit and area of the balcony and proportionate area of common toilets and bathrooms at each floor level. The Carpet Area of the said Unit may vary as a result of physical variations due to column offsets, tiling, ledges, plaster, skirting and structural members up to 5% of the Carpet Area.
 - 2.iv) "Car Parking Area" shall mean an enclosed or unenclosed, covered or open area which is sufficient in size to park mid-size Light Motor Vehicle (LMV) , which may be open to sky or under the Basement(s) . The Car Parking Area would be either conventional car parking or mechanical car parking device or car parking Deck system or Car Parking stack System or Robotic Car Parking System. In case of mechanical car parking Deck or stack System there would be two parking slots one above another in each of the parking space. In case of Robotic / Automated Car Parking System the Car would be moved by a lift and shall be parked by the system at the available parking slot.
 - 2.v) **Common Building Areas And Common Building Facilities:-**
The Common Building Areas and Common Building Facilities shall mean such areas for the general use, convenience, and benefit of all unit owners of the said "Building" (except car parking areas, attached areas, independent areas, and utility areas) and shall include.
 - a) Entrance Hall
 - b) Stills* (if provided)
 - c) Staircases
 - d) Lift(s)
 - e) Terraces other than which are allotted specifically to any unit.
 - f) Refuge Floor Areas.
 - g) Service Floor.
 - h) Common Passages on the ground floor as well as each floor of the building. Landing in front of stairs on the floor on which the particular unit is located, as a mere access to the unit but not for the purpose of storage, recreation, residence or sleeping. The landing is limited for the use of occupiers of the units on that particular floor and the visitors thereto but subject to means of access for reaching other floors, available to all residents and their visitors.
 - i) Society Office for the said "Building" (if provided)
 - k) Gymnasium* (if provided)
 - l) Security Cabin for Building.
 - m) R.C.C. underground and overhead tanks with two pumps of approved capacity and make.
 - n) Water, Electric, sewerage, drainage, firefighting systems and works and other utility services and the like provided within the said "Building".

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PROMOTER

PURCHASER(S)

- o) Paving around the building as per the Rules of Municipal Corporation, excluding the parking spaces allotted by the Promoter;
- p) Compound lights or street lights;
- q) Generator installed for common areas & services (if any);
- r) The installation of central services such as electricity, water, tanks / pumps, motors, ducts, in general, all apparatus and all installation fittings and fixtures which may be provided for common use;
- s) All other parts of the said "Building Land" necessary or convenient to its existence, maintenance & safety or normally in common use (unless included in Building Common Areas & Building Common Facilities).
- 2.vi) **"Common Sale Sub Plot Areas and Common Sale Sub Plot facilities"** for Sale Sub Plot Layout in respect of the Sale Sub Plot Land means the areas, amenities and facilities intended for common use of unit owners in Sale Sub Plot Layout (excluding car parking areas or garages) and includes.
- Park, Garden (if provided in Sale Sub Plot Layout)
 - Playground (if provided in Sale Sub Plot Layout)
 - Path, Pathways, alleyways
 - Security office for the Sale Sub Plot Layout* (if provided in the Sale Sub Plot Layout).
 - Street lights.
 - Water, Electric, sewerage, drainage, firefighting systems and works and other utility and services and the like provided within the Sale Sub Plot Layout.
 - Electrical Receiving Stations and/or Sub Stations in Sale Sub Plot Layout.
 - Sale Sub Plot Layout Underground and/or overhead tanks
- 2.vii) **"Common Sale Sub Plot Basement for Car Parking"** for sale Sub plot Layout in respect of the Sale Sub Plot Land means the Basement which is common and continuous for the entire Sale Sub Plot Land, constructed in phases and integrated to be utilized for the purpose of providing car parking area for every building and/or wing being constructed on the said "Sale Sub Plot Land".
- 2.viii) **"Common Master Layout Areas and Master Layout Facilities"** in respect of the said "Entire Land" for Master Layout means the areas, amenities and facilities intended for common use of unit owners in Master Layout (excluding (i) common building areas and common building facilities, (ii) areas, amenities and facilities provided for each of the 4 Sub plot areas and (iii) basements for car parking areas or garages) and includes areas provided in Master Layout.
- Park, Garden
 - Playground
 - Path, Pathways, alleyways
 - Street lights
 - Water, Electric, sewerage, drainage, firefighting systems and works and other utility and services and the like provided within the Master Layout.
 - Electrical Receiving Stations and/or Sub Stations in Master Layout.
 - Master Layout Underground and/or overhead tanks
- 2.ix) **"Compulsory Open Space"** means the minimum open space approved to be kept for construction of Building(s) by the local planning authority under Development Control Regulation or under any Law.
- 2.x) **"Common Organization"** shall mean a Society under the Maharashtra Co-operative Housing Societies Act or a Company under the Companies Act, 1956 or a Condominium under the Maharashtra Apartment Ownership Act, or, any other entity permissible, formed or to be formed amongst the Purchaser(s) of the unit/units in the said "Building".
- 2.xi) **"DCR"** shall mean Development Control Regulation 1991.
- 2.xii) **"Unit"** shall mean Unit No. 506 admeasuring 138.89 sq.mts of carpet area on 5th Floor of the Building known as "Ackruti Star" as shown on the Floor Plan being "Annexure 'C'" hereto;
- 2.xiii) **"Force Majeure"** shall mean and more particularly described in clause 35 below.
- 2.xiv) **"FSI"** shall mean Floor Space Index.
- 2.xv) **"Land Owner"** is Government of Maharashtra (GOM).
- 2.xvi) **"Maintenance Charges"** shall mean such contribution and or compensation (excluding Municipal taxes or any other taxes (direct or indirect) (present or future) (prospective or retrospective) as may be decided by the Common Organization (as defined in the Agreement) of the Promoter (if the Common Organization is not formed) from time to time for the general maintenance of the said "Building" and said "Property" to be paid in advance on or before 5th day of the month by the Purchaser(s).
- 2.xvii) **"MOFA"** shall mean Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules framed thereunder till Government of Maharashtra has notified. Maharashtra Housing (Regulation and Development) Act, 2012 ("MH (R&D) Act, 2012). From the date MH (R&D) Act, 2012 is notified, MOFA shall mean Maharashtra Housing (Regulation and Development) Act, 2012.
- 2.xviii) **"Municipal Corporation"** shall mean Slum Rehabilitation Authority.
- 2.xix) **"Open Space"** means an area forming an integral part of Master Layout and left open to the sky and shall include area on the top of the basement.
- 2.xx) **"Possession Date"** of the said Unit shall mean Ready Possession or such extended date due to conditions mentioned in this agreement or force majeure.
- 2.xxi) **"Possession"** of the said "Sale Sub Plot Land" shall mean on Ready Possession or such extended date due to conditions mentioned in this agreement or force majeure being the date on which the sub plot shall be handed over to the Common Organization

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2.xxiii) "Project" shall mean the development work proposed on the said "Entire Land" as envisaged in this Agreement upon due sanctions being accorded by the relevant authorities from time to time and improvements / construction on the said "Entire Land" by utilization of development potential which is available from the said "Entire Land" (now or that may be available in future) including FSI, FAR, DR & TDR-FSI, Fungible FSI, floating FSI, incentive FSI as may be permissible under the Development Control Regulations, and/or any other acts as may be applicable from time to time and shall be known as "Ackruti Star".

2.xxiiii) "Promoter" shall mean and include Developer.

2.xxv) "SLUM ACT" shall mean Maharashtra Slum Areas (Improvement, Redevelopment and Clearance) Act, 1971.

2.xxvi) "SRA" shall mean Slum Rehabilitation Authority constituted under the Slum Act.

2.xxvii) "Taxes" shall mean any tax payable by the Purchaser(s) by way of value added tax, sales tax, labour welfare cess, TDS, local body tax, contract sales tax, works contract tax, service tax, educational cess or any other taxes, charges, levies by whatever name called in connection with the said Building Land more specifically mentioned hereunder.

2.xxviii) "TDR" shall mean Transferable Development Rights.

2.xxix) "Two Wheeler Parking Area" shall mean an enclosed or unenclosed, covered or open, which is sufficient in size to park two wheeler and which may be open to sky or under the Basement(s).

2.xxx) "Utility Area" means dry balconies, flower beds, cupboard, niches, elevation boxes, desks, pocket terraces, open spaces and the like within or attached to a unit.

3. RULES FOR INTERPRETATION

In this Agreement where the context admits:-

3.1 All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-

3.1.1 Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;

3.1.2 All statutory instruments or orders made pursuant to a statutory provision; and

3.1.3 Any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.

3.1.4 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

3.1.5 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.

3.1.6 Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.

3.1.7 He means she, they or it, (as may be appropriate).

3.1.8 The words "include" and "including" are to be construed without limitation.

3.1.9 "" indicates that the said phrase or facility is applicable, only if provided.

4. SALE AND PURCHASE OF UNIT AND PAYMENT OF PURCHASE CONSIDERATION

4.1 The Purchaser(s) is/are desirous of purchasing and acquiring from the Promoter, on what is commonly known as 'ownership basis', a unit bearing No. 506 on the 5th Floor of the said building known as "Ackruti Star" having Carpet area of 138.89 sq. mtrs (hereinafter referred to as the "said Unit") situated on the said "Building Land" together with use and exclusive possession of said Attached Area to the said Unit for the Purchase Consideration and on the terms and conditions herein contained. The Attached Area to the said Unit is admeasuring 0 sq. mtrs. Attached Area to the said Unit being free of FSI is not charged to the

Purchaser(s) and the Purchase Consideration agreed to be paid under this agreement is only for the carpet area of the said Unit and not for the Attached Area to the said Unit. The said Unit is shown in red color boundary line on the floor plan thereof hereto annexed as "Annexure - C". The Carpet Area of the Unit may vary as a result of physical variations due to column offsets, tiling, ledges, plaster, skirting and structural members up to 5% of the Carpet Area. The Purchaser(s) accepts and agrees that he/she/they shall not claim any adjustment or reduction in the purchase consideration for such variation in carpet area.

4.2A It is clarified that the amount of Purchase consideration is agreed by the parties herein is only in respect of Carpet Area of the said Unit. Neither the Attached Area to the Unit nor the Car parking area or car parking space is charged in calculating the purchase consideration.

4.2B It is agreed that if in any discussion or negotiations or any time hereafter, words "Saleable Area" or "Chargeable Area" are used, they are just to indicate the common market practice. The consideration agreed between the parties is always in respect of carpet area of the said unit.

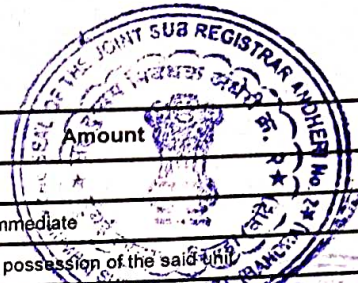
4.3 The Promoter, having agreed to sell and the Purchaser(s) having agreed to purchase the said Unit, Purchaser(s) shall pay to the Promoter an aggregate sum of Rs.2,66,70,800/- (RUPEES TWO CRORES SIXTY SIX LAKHS SEVENTY THOUSAND EIGHT HUNDRED ONLY) being the total Purchase Consideration (the Purchase Consideration) which is aggregate of the Purchase Consideration for said Unit calculated only on the basis of the Carpet Area of the said Unit. The Purchase Consideration to be payable by the Purchaser(s) to the Promoter in the following manner, time being the essence of contract:

And the balance shall be payable by the Purchaser(s) to the Developer in the following phase manner being the essence of the contract:

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Sr. No.	Particular	Amount
a)	Rs.30,00,000/-	Holding Amount
b)	Rs. 0/-	On registration/Immediate
c)	Rs.2,36,70,800/-	On handing over possession of the said Unit



4.4

is agreed that where ever the payment is on the basis of the achieving certain milestones of work, then the letter from the Promoter, stating that Architect of the project has certified that the milestone is achieved by the Promoter, shall be sufficient for the amount to become due and payable from the Purchaser(s) to the Promoter. The Purchaser(s) shall not be entitled to make or demand any other proof of the milestone being achieved or cannot delay the payment of the amount due, for any reason whatsoever.

4.5

"The Promoter herein have specifically informed to the Purchaser(s) that the Promoter have taken a loan from ILMS Homepark Private Limited for which IL&FS Trust Company Limited is appointed as the Trustee, for the purpose of construction in respect of this project. Under the loan agreement, the Promoter has opened an Escrow Account by the name "Giraffe Developers Private Limited Escrow Account" bearing No. 50200003293123 with HDFC Bank Limited. All payments made towards purchase consideration for sale of the Units to be deposited in the said Escrow Account.

4.6

The Purchaser(s) shall make payment towards the booking and purchase consideration amount(s) into the Escrow Account by the name "Giraffe Developers Private Limited Escrow Account" bearing No. 50200003293123 with HDFC Bank Limited. The Promoter covenants that the payment of purchase consideration or part thereof in accordance with the terms hereof, by the Purchaser(s) to the Bank / Financial Institutions, shall be a valid payment of purchase consideration or part thereof. It is hereby clarified that all other payment other than purchase consideration including payment towards taxes, outgoings, deposits shall be paid directly to the Promoter by cheque(s) favouring Promoter."

4.7

The Purchase Consideration is based on the present prevailing market price of the materials, labour and services. The prevailing market price of list of major material, Labour and Services is annexed hereto as "Annexure - D". It is expressly agreed between the Parties that in the event of the cost of construction of the said Building, common areas and amenities and/or common facilities in the said Property and matters incidental thereto increases by more than 5% by reason of escalation in the prices, cost of construction of materials, wages of labour, services etc., the Promoter shall be entitled to enhanced Purchase Consideration to the extent of the increase in the cost of construction as may be certified by the Architects of the Promoter. Such additional Purchase Consideration shall be apportioned equally between the unpaid balance installments of the Purchase Consideration and shall be payable by the Purchaser(s) to the Promoter along with such unpaid balance installments of the Purchase Consideration.

4.8

The Purchase Consideration is exclusive of any sums, fees, duties, premiums, rents, taxes (direct or indirect), (prospective or retrospective) levies, deposits, cesses which also includes Labour Welfare Cess, Local Body Tax, imposts or such charge, cost or outlays by whatever name called, charged, levied, imposed, and payable in respect of the said Unit or howsoever arising from the transaction contemplated herein to any Government Authority. Any and all taxes, (save and except the tax on Income of the Promoter), including service tax, value added tax (VAT) Labour Welfare Cess, or Stamp Duty and registration charges, or any tax, levy or imposts etc. arising from sale or transfer of the said Unit to the Purchaser(s) or the transaction contemplated herein shall be borne and paid by the Purchaser(s) along with the installments or reimbursed by the Purchaser(s) within 7 days of demand raised by to the Promoter.

4.9

The Purchaser(s) agrees that the Purchase Consideration, Service tax, VAT, TDS, contributions, maintenance charges, outgoings and any other amount payable under this agreement by the Purchaser(s) to the Promoter are required to be paid on respective due dates time being essence of the contract and any default by the Purchaser(s) in this regard shall entitle the Promoter to terminate this agreement and refund the amount or amounts paid by the Purchaser(s) to the Promoter without any cost, charges and expenses after deducting mutually agreed liquidated damages or to enforce default remedies as set out hereunder in this Agreement. In the event the Promoter terminates this agreement then the Purchaser(s) will be liable to quit, vacate and deliver quiet and peaceful possession of the said premises to the Promoter or the person claiming to them without encumbrances and the Purchaser(s) agree not to raise any dispute or difference or objections in that behalf.

4.10

The Purchaser(s) have agreed that the amounts paid or becoming payable to the Promoter by the Purchaser(s) under this Agreement shall be refundable only in accordance with the terms of this Agreement and shall not in any event carry interest except as expressly provided under this agreement.

4.11

The Promoter shall not be liable to render any account to the Purchaser(s), for any amount received by Promoter except for those amounts for which MOFA requires rendering account to the common organization.

4.12

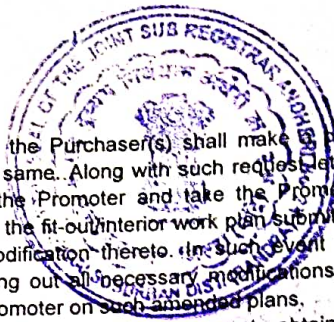
Any payments by the Purchaser(s) shall first be adjusted towards interest payable and any other due from the Purchaser(s) and the balance, if any shall be adjusted against the payment which is due against the Purchase Consideration. In case of delay in payment of any amounts as specified above, the Purchaser(s) shall be liable to pay additional charges of Rs. 5000/- per installment towards administration charges. The Purchaser(s) authorizes the Promoter to adjust / appropriate all payments made by the Purchaser(s) under any head(s) and in any order as the Promoter may deem fit and proper against any outstanding dues of the Purchaser(s) under this Agreement.

4.13

In the event that any of the cheques given by the Purchaser(s) to the Promoter towards any installment of the Purchase Consideration, Service tax, VAT, TDS contribution, maintenance charges, outgoings and any other dues payable to the Promoter, is not paid or the cheque is returned, unpaid or is dishonored, then this Agreement for Sale shall stand cancelled and terminated as provided hereinafter in Clause 26 below. In such event, the Promoter shall also be entitled to dispose of the said Unit, in any manner as the Promoter may deem fit in their sole discretion.

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- 7.2 If the Purchaser(s) proposes to carry out such fit-out/interior work, the Purchaser(s) shall make a prior written request to the Promoter permitting it/him/her to carry out the same. Along with such request letter, the Purchaser(s) shall submit the interior drawings/entire plan to the Promoter and take the Promoter approval and clearance letter. The Promoter shall be entitled to reject the fit-out/interior work plan submitted by the Purchaser(s) without assigning any reasons or suggest modification thereto. In such event the Purchaser(s) shall submit new/fresh plan for such work after carrying out all necessary modifications as suggested by the Promoter and seek final approval in writing of the Promoter on such amended plans.
- 7.3 It shall be the sole responsibility of the Purchaser(s) at his/her/their own cost and expenses, to obtain all necessary sanctions/approvals/permissions from all the concerned statutory and local authorities for carrying out the fit-out/interior work as approved by the Promoter and the Purchaser(s) shall be liable, at its own cost and risk, for any non-compliance or breach of any of the term of such sanctions/approvals/permissions. It is clarified that the Promoter has no liability or responsibility whatsoever in this behalf including for any prosecution or ancillary act or penalty whatsoever in connection with those acts which are attributable to the Purchaser(s) or its contractor and the Purchaser(s) hereby agrees to indemnify and shall keep indemnified, harmless and defended the Promoter in that behalf.
- 7.4 The Purchaser(s) shall pay to the Promoter a Refundable Security Deposit for Fit-Outs ("Fit-Out Deposit") as may be determined by the Promoter before commencing the fit-out/interior work. The aforesaid Fit-Out Deposit shall only be refunded to the Purchaser(s) upon the formation of the Common Organization subject to no damage being caused to any part of the said Unit/ Building/adjoining unit/Unit below the said unit including common areas and upon all material and debris being completely removed from the said Unit and all the terms and conditions as imposed by Promoter and/or Local Authorities being complied with. The Purchaser(s) shall be responsible / liable to make good the damages/ loss caused/ suffered by the Promoter with regard to such fit-out/interior work.
- 7.5 Upon obtaining the final written approval from the Promoter, the Purchaser(s) shall carry out the same by appointing professional or skilled persons, Architects or contractors. The Purchaser(s) or Purchaser(s) contractor shall carry out the fit-out work only from 8.30 a.m. to 7.30 p.m. (with 1p.m to 3p.m as no work time) or within such other timings as prescribed by the Promoter at their sole discretion. Under no circumstances the said timings can be extended by the Purchaser(s) or Purchaser(s) contractor. In the event that the Purchaser(s) exceeds the timings intimated by the Promoter, then the Promoter shall be entitled to remove the workmen from the said Unit and lock the premises and/or stop the supply of water and electricity, if provided.
- 7.6 All materials brought to the said Unit/site for carrying out such interior works/furniture and other fit out works will be solely at the Purchaser(s) cost, safety, security and consequence and that neither the Promoter nor any of the Promoter Contractor shall be held responsible or liable for any damage, theft or loss of the same.
- 7.7 If during such fit-out period any of the Purchaser(s) or its Contractor's workmen, family/Staff member or visitors or any other person sustain injury of whatsoever nature, the same will be properly taken care, attended to and treated by the Purchaser(s) by providing at the Purchaser(s) own cost, including proper medical care and attention by the Purchaser(s) and that neither the Promoter nor the Promoter Contractor will be held responsible for the same at all. All liabilities and damages arising out of such injury will be borne and paid by the Purchaser(s) alone. The Purchaser(s) shall be deemed to be the principal employers of such contractor and its workmen and shall be liable and responsible for their acts or omission or negligence. The Purchaser(s) shall procure insurance of the sufficient amount to cover any damage to the said Property / Master Layout or workman compensation which may be payable.
- 7.8 The Purchaser(s) shall ensure that the workers engaged by the Purchaser(s) and/or the Purchaser(s) contractors during execution of the said interior work do not dump any waste material of whatsoever nature either in the toilet, waste water line or soil line in the said Unit or in the servant's toilet's in mid landings, which may block the free flow of down take waste water lines, resulting in perennial choking and leakage. The Purchaser(s) shall ensure that common areas/passages/walkways/stairs and staircase landings, walls etc. are not obstructed or damaged during the course of carrying out such works or thereafter. The Purchaser(s) shall keep toilets in the said unit locked and the keys shall be kept with the Purchaser(s). All materials to be used for interior works or equipments to be installed in the said Unit shall be carried only through the staircase and under no circumstances the same can be carried through the lifts. The cost of any damage(s) caused in the process shall be fully recovered from the Purchaser(s).
- 7.9 The Purchaser(s) shall be responsible for payment of minimum wages to the labour employed by them or the Contractor for carrying out any such interior works/furniture and fit-outs and shall keep the Promoter indemnified against all claims in respect thereof.
- 7.10 If during the fit-out period, if any of the Purchaser(s)/its contractor's workmen misbehave or is found to be in a drunken state then the Purchaser(s) shall remove the said workmen from the said Unit/site forthwith and shall not allow such workman to re-enter the said Unit/site again. No workmen shall be permitted to stay in the said Unit/site during the course of carrying out the said work.
- 7.11 During the process of carrying out such interior works/furniture and fit-outs works, the Purchaser(s) shall extend full co-operation to the Promoter, their security personnel and contractors and ensure good governance of such works.
- 7.12 No external / internal or elevation changes / modifications or breaking of duct space of whatsoever nature will be permitted to be carried out by the Promoter and neither shall the Purchaser(s) change or alter the design of the window and/or grills provided by the Promoter in the said Unit.
- 7.13 The Purchaser(s) shall not fit any grill on the window on the exterior side of the said Building. Any protective/decorative grill required by the Purchaser(s) will have to be duly approved by the Promoter in writing and shall be fixed on the inner side of the window only.
- 7.14 The Purchaser(s) shall install air-conditioning facilities in all its forms only at place/space as shall be earmarked by the Promoter and in no other place. Any unlawful or unauthorized installation or installation at

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The Purchaser(s)
M/s. CITY ELEVATORS PRIVATE LIMITED

Contact Address

**GROUND FLOOR, KRISHNA NIWAS, KADAMWADI LANE, BEHIND LEELA BUSINESS PARK, NEAR
AIRPORT METRO STATION OFF ANDHERI KURLA ROAD, ANDHERI (E) MUMBAI - 400088**

Contact No. : +922

The Promoter

GIRAFFE DEVELOPERS PRIVATE LIMITED

111, G - Wing, Aknuli Commercial Complex,

Next to Aknuli Centre Point, Central Road,

MIDC, Andheri (E), Mumbai - 400 093

Contact No. : 022 61238200

Email ID : sales@hubtown.co.in

49.1 It is agreed between the Promoter and the Purchaser(s) that any communication addressed by the Purchaser(s) to the Promoter shall be in writing and shall be addressed by Registered Post A.D. or by Address as mentioned in clause 49 or on the e-mail ID of the Promoters at "sales@hubtown.co.in" only.

49.2 It is agreed between the Promoter and the Purchaser(s) that any communication between the Promoter and the Purchaser(s) will be valid and binding upon the Promoter only if the same is exchanged in the manner as mentioned in this Agreement and not otherwise howsoever. It is especially noted and understood between the Promoter and the Purchaser(s) that any e-mails addressed by the Purchaser(s) to any other e-mail ID either of the Promoter or any Employee or Officer or Executive will be deemed communication not binding upon the Promoter and Purchaser(s) shall not be entitled to rely upon such e-mail communication at any time in future. The Purchaser(s) hereby agree and confirm that Promoter are not responsible or liable in any manner for any communication addressed to or carried on at any e-mail ID other than the authorized e-mail ID as disclosed in this Agreement by the Promoter.

50 **MAHARASHTRA OWNERSHIP FLAT ACT (MOFA ACT).**

50.1 The Purchaser(s) has confirmed and assured the Promoter prior to entering into this Agreement he/she has obtained legal advice and read and understood the MOFA Act and its implications thereof in relation to the various provisions of this Agreement.

50.2 The Purchaser(s) is entering into this Agreement for the allotment of the said Unit with the full knowledge of all laws, rules, regulations, and notifications applicable to this transaction, the said Building, the said Building Land, the said "Sale Sub Plot Land" and the said "Entire Land". The Purchaser(s) hereby undertakes that he/she shall comply with and carry out, all the requirements, requisitions, demands and repairs which are required by any Development Authority / Municipal Corporation / Government or any other Competent Authority in respect of the said Unit at his/her own cost and keep the Promoter indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.

50.3 If the said Unit and the Building in which it is located be subject to Maharashtra Apartment Ownership Act or any statutory enactments or modifications thereof, then the Common Areas and facilities and the undivided interest of each Unit owner in the Common Areas and facilities as specified by the Promoter in the declaration which may be filed by the Promoter in compliance of Maharashtra Apartment Ownership Act shall be conclusive and binding upon the unit owners and the Purchaser(s) agrees and confirms that his/her right, title and interest in the said Unit, shall be limited to and governed by what is specified by the Promoter in the said declaration, which shall be in strict consonance with this Agreement and in no manner shall confer any right, title demand, claim or interest in any lands, facilities, amenities outside the periphery of said Building and the land beneath the said Building in which the said Unit is located. It is made clear that the Promoter shall be the sole owner of the said "Sale Sub Plot Land" and "Entire Land" along with, facilities, amenities and land outside the said Building and the land beneath the said Building in which the said Unit is located and the Promoter shall be entitled to sell, transfer, part with possession thereof or otherwise dispose of the same to any one and in any manner at its sole discretion and the Purchaser(s) shall have no claim whatsoever of any nature therein.

50.4 The parties hereto expressly agree and confirm that they are aware that the Government of Maharashtra has passed Maharashtra Housing (Regulation and Development) Act, 2012 and which has received approval of the President of India on 24th February, 2014. ("MH (R&D) Act, 2012"). The said MH (R&D) Act, 2012 shall become effective from the date of Notification by the Government of Maharashtra. The parties hereto do hereby further expressly agree and confirm that this Agreement shall be governed by the provisions of the said MH (R&D) Act, 2012 when notified and its Amendment or Amendments or its Amendment as the case may be. It is further expressly agreed between the parties that upon the said MH (R&D) Act, 2012 coming into force this Agreement and rights and obligations of parties shall not be governed by provisions of Maharashtra Ownership Units (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act 1963.

51 **EXECUTION OF THE AGREEMENT IN DUPLICATE.**

This Agreement is executed in duplicate. It is agreed that both the copies of agreement are original, one which is retained by the Purchaser(s) and another by the Promoter. Each page is signed by the Parties.

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DOCUMENT OF TITLE.

The Agreement shall constitute the document of title to the said Unit agreed to be sold hereby in favor of the Purchaser(s) and no separate or further document of title by way of conveyance or otherwise will be executed by the Promoter in favor of the Purchaser(s).

BENEFITS OF THIS AGREEMENT.

The benefit of this Agreement shall be available for enforcement not only against the Purchaser(s) but shall bind to the extent applicable to all the transferee(s) of the said Unit.

ENTIRE AGREEMENT.

This Agreement along with its Annexures, Schedules, Exhibits and Amendments (hereto constitutes and represents the entire agreement between the Parties with respect to the subject matter hereof and supersedes, overrides and cancels any and all understandings, arrangements, any other agreements, correspondence, brochure whether written or oral. The Purchaser(s) hereby expressly admits, acknowledges and confirms that no terms, conditions, particulars or information, pamphlets, leaflets, brochures, literature films, hoardings, website etc. and other promotional media or medium are shown only for the sake of advertisement (hereafter referred to "Prior & Non Binding Discussions") given, made or represented, by the Promoter and/or their agents to the Purchaser(s) and/or his agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Purchaser(s) to enter into this Agreement and the same is not binding on the Promoter to provide unless specifically mentioned and agreed in this Agreement and subject to his right(s) and discretion to make changes in the same between the Promoter and the Purchaser(s) which may in any manner be inconsistent with what is stated herein. This Agreement or any provision hereof cannot be orally changed, terminated or waived. Any changes or additional provisions must be set forth in writing in a separate agreement duly signed by and between the Parties. The Promoter have not undertaken any responsibility nor has agreed anything with the Purchaser(s) orally or otherwise and there is no implied Agreement or covenant on the part of the Promoter other than the terms and conditions expressly provided under this Agreement.

MEDIATION.

All or any disputes arising out of or touching upon or in relation to the terms of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be referred for mediation to the Maharashtra Chamber of Housing Industry (MCHI).

ARBITRATION.

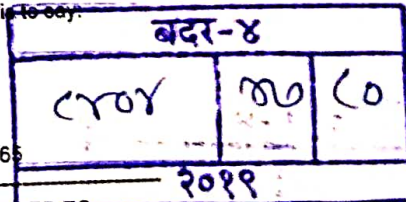
In the event that any dispute is not resolved, even after mediation before MCHI the same shall be settled through arbitration by a sole arbitrator. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time being in force. The arbitration proceedings shall be held at an appropriate location in Mumbai, by a sole arbitrator. Names of three arbitrators as mentioned in "Schedule - 3 Part B" have been agreed by the parties from amongst which one of the arbitrators as may be available shall be selected by the Promoter to be the Sole Arbitrator. The Purchaser(s) hereby confirms that he/she/it shall have no objection to such appointment. The arbitration shall be conducted in English. The Courts at Mumbai alone shall have the jurisdiction in all matters arising out of/touching and/or concerning this Agreement regardless of the place of execution of this Agreement which is deemed to be at Mumbai.

IN WITNESS WHEREOF the parties hereto have hereunto and to its duplicate set subscribed their respective hands and signatures the day and year first hereinabove written.

SCHEDULE - 1 Part "A" ABOVE REFERRED TO
(The Description of the said "Entire Land")

All that piece or parcel of land ground situated, lying at C.T.S 96B (Pt), 144, 145, 146, 249 of the Village Mulgaon, Taluka Andheri (E), in the Registration District and Sub District of Mumbai City and Mumbai suburban admeasuring about 21953.50 square meters or thereabouts and bounded as follows, that is to say:

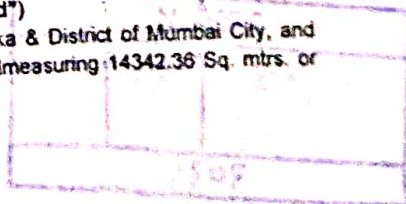
On or towards North by : CTS No. 96B (pt.)
On or towards South by : Kondivita Boundary
On or towards East by : Kondivita Boundary
On or towards West by : CTS No 143, 151, 154, 160, 165



SCHEDULE - 1 Part "B1" ABOVE REFERRED TO
(The Description of the said "Slum Sub Plot Land")

ALL THAT piece and parcel of Entire land or ground situated and lying at Taluka & District of Mumbai City, and Mumbai suburban Division, bearing Survey No. 96B (Pt), 144, 145, 146, 249 admeasuring 14342.36 Sq. mtrs. or thereabout and follows that it is to say:-

On or towards North : CTS. 96B (pt)
On or towards South : CTS. 96B (pt) Kondivita Boundary
On or towards East : Kondivita Boundary
On or towards West : CTS. 143, 151



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SCHEDULE – 1 Part "B2" ABOVE REFERRED TO
(The Description of the said "MIDC Sub Plot Land")

ALL THAT piece and parcel of Entire land or ground situated and lying at Taluka & District of Mumbai City, and Mumbai suburban Division, bearing Survey No. 96B (Pt), 144, 145, 146, 249 admeasuring 2192.87 Sq. mtrs. or thereabout and follows that it is to say:-

- On or towards North : CTS. 96B (pt)
- On or towards South : Kondivita Boundary
- On or towards East : Kondivita Boundary
- On or towards West : CTS. 154, 160, 165

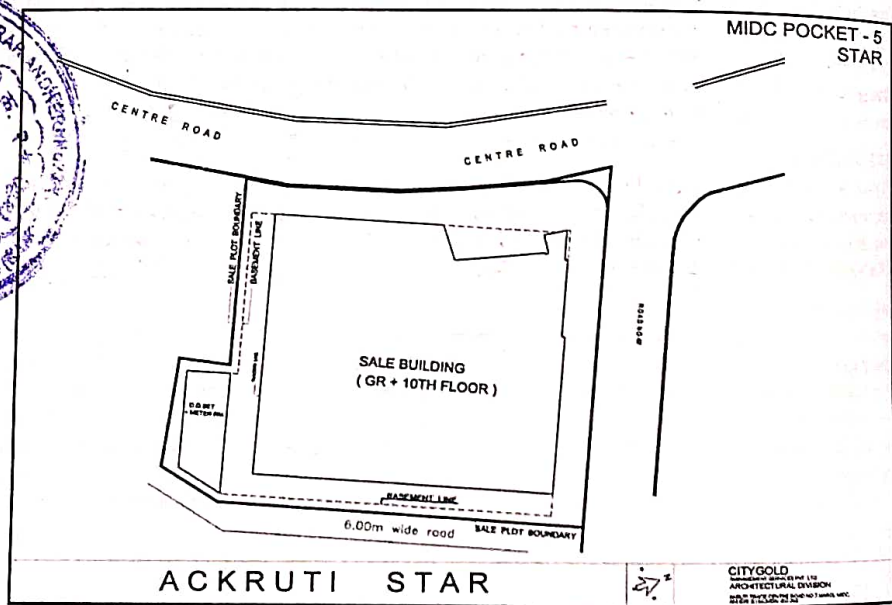
SCHEDULE – 1 Part "B3" ABOVE REFERRED TO

(The Description of the said "Sale Sub Plot Land"/"Building Land")

ALL THAT piece and parcel of Entire land or ground situated and lying at Taluka & District of Mumbai City, and Mumbai suburban Division, bearing Survey No. 96B (Pt), 144, 145, 146, 249 admeasuring 5418.27 Sq. mtrs. or thereabout and follows that it is to say:-

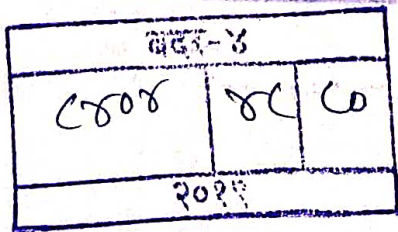
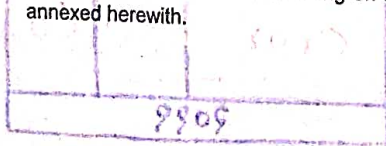
- On or towards North : Road No. 7
- On or towards South : Rehab adjoining Plot B
- On or towards East : Rehab adjoining Plot B
- On or towards West : MIDC central road

SCHEDULE – 1 Part "B3" ABOVE REFERRED TO
(The Plan of the said "Building Land")



SCHEDULE – 1 Part "C" ABOVE REFERRED TO
(The Description of the said "Unit")

Unit No. 506 admeasuring 138.89 square meters of Carpet and attached Area admeasuring 0 sq. mtrs along with license to park 03(Three) car in a Building known as Ackruti Star, situated at Central Road, MIDC Road, Andheri (East), Mumbai – 400 093 standing on Building Land described in Schedule - 1 part "B3" as delineated on the plan annexed herewith.



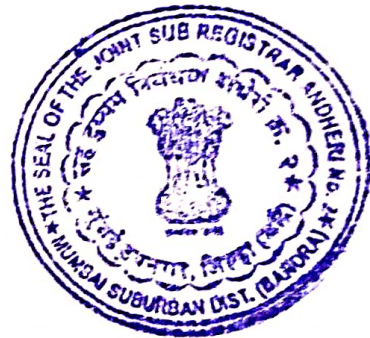
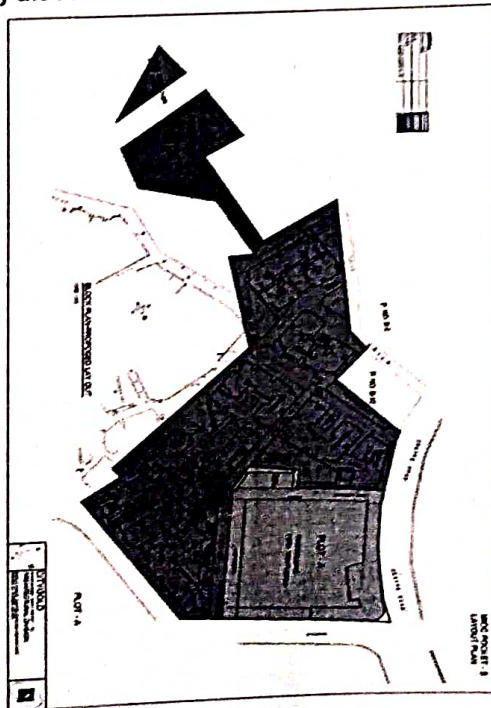
PROMOTER

PURCHASER(S)

SCHEDULE - 2 Part "A" ABOVE REFERRED TO
(The Description of Layout as proposed by the Promoter on the said "Entire Land" and the said "Sale Sub Plot Land")

PROPOSED LAYOUT DETAILS			
Sr. No	DESCRIPTION	Entire Land	Sale Sub Plot Land
1	Permissible FSI	63333 sq.mts.	32330 sq.mts.
2	Recreation Open Spaces	6 sq.mts.	-----NA-----
3	Area of Garden Reservation	1781.21 sq.mts.	-----NA-----
4	Area of Playground Reservation	-----NA-----	-----NA-----
5	Amenity Space to be provided	-----NA-----	-----NA-----
6	Area of Slum Sub Plot Land	14342.36 sq.mts.	-----NA-----
7	Area of Road Depot Sub Plot Land	-----NA-----	-----NA-----
8	Area of Sale Sub Plot Land	-----NA-----	-----NA-----
8 (a)	Basement	-----NA-----	3 Nos
8 (b)	No of Buildings	-----NA-----	1 Nos
8 (c)	No of floors in each building	-----NA-----	-----NA-----
8 (ci)	Ackruti Star (Building Name "Sale Building" as per Proposed plan)	-----NA-----	11 Floors

SCHEDULE - 2 Part "A" ABOVE REFERRED TO
(The Layout Plan as proposed by the Promoter on the said "Entire Land" and the said "Sale Sub Plot Land")



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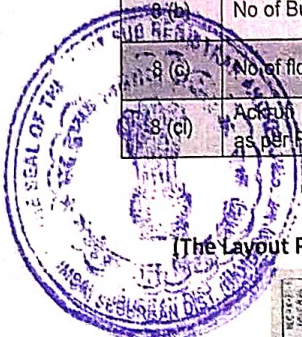
PROMOTER

PURCHASER(S)

SCHEDULE - 2 Part "B" ABOVE REFERRED TO

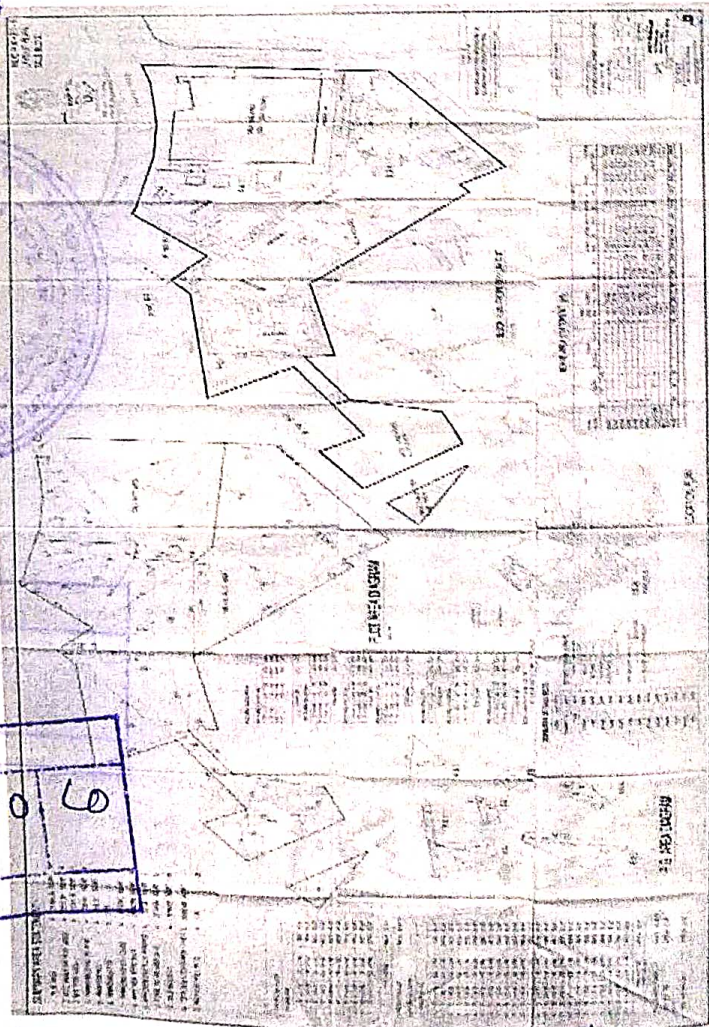
(The Description of Layout as Sanctioned on the said "Entire Land" and the said "Sale Sub Plot Land")

SANCTIONED LAYOUT DETAILS			
Sr. No	DESCRIPTION	Entire Land	Sale Sub Plot Land
1	Sanctioned FSI	63333 sq.mts.	28754.65 sq.mts.
2	Recreation Open Spaces	6 sq.mts.	-----NA-----
3	Area of Garden Reservation	1761.21 sq.mts.	-----NA-----
4	Area of Playground Reservation	00 sq.mts.	-----NA-----
5	Amenity Space to be provided	00 sq.mts.	-----NA-----
6	Area of Slum Sub Plot Land	28754.65 sq.mts.	-----NA-----
7	Area of Road Depot Sub Plot Land	-----NA-----	-----NA-----
8	Area of Sale Sub Plot Land	5418.27 sq.mts.	-----NA-----
8 (a)	Basement	-----NA-----	3 Nos
8 (b)	No of Buildings	-----NA-----	1 Nos
8 (c)	No of floors sanctioned in each building	-----NA-----	-----NA-----
8 (c)	Acc. In Star (Building Name "Sale Building" as per Proposed plan)	-----NA-----	11 Floors



SCHEDULE - 2 Part "B" ABOVE REFERRED TO

(The Layout Plan as Sanctioned on the said "Entire Land" and the said "Sale Sub Plot Land")



Handwritten notes in a box: 2008, 40, 60, 20.

PROMOTER

PURCHASER(S)

SCHEDULE - 2 Part "C" ABOVE REFERRED TO

(The Description of Time Schedule for Completion of the said "Entire Land")

TENTATIVE DATES FOR COMPLETION OF ENTIRE LAND (SUBJECT TO FORCE MAJEURE)			
Sr. No	DESCRIPTION	ENTIRE LAND	
1	Open Spaces	Year 2010	
2	RG	Year 2010	
3	Garden Space	-----NA-----	
4	Amenity Spaces	-----NA-----	-----NA-----
5	Playground	-----NA-----	-----NA-----
6	Sale Sub Plot Land	-----NA-----	-----NA-----
7(i)	Ackruti Star	-----NA-----	-----NA-----

SCHEDULE - 2 Part D ABOVE REFERRED TO

(The Description of Time Schedule for Completion of the connection for Municipal Services on the said "Sale Sub Plot Land")

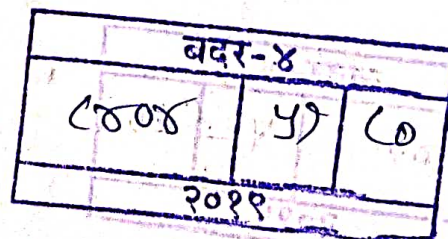
TENTATIVE DATES FOR COMPLETION OF MUNICIPAL SERVICES (SUBJECT TO FORCE MAJEURE)					
Sr. No	Building Name	Sewerage	Water Supply	Electricity	Drainage
1	Ackruti Star	09/04/2007	09/09/2011	06/07/2010	20/12/2007

SCHEDULE - 3 Part A ABOVE REFERRED TO
(The Details of the Promoter, Architect & Engineer)

Sr. No	Name of Firm	Name of Person	Type of Vendor	Registration No / PAN No
1	Giraffe Developers Pvt Ltd	Giraffe Developers Pvt Ltd	Promoter	AACCN2778D
2	Hafeez Contractor	Hafeez Contractor	Design Architect	CA/77/4043
3	Mahimtura Consultants Pvt. Ltd.	Hiten R. Mahimtura	Engineer	Reg. No. STR/M/63

SCHEDULE - 3 Part B ABOVE REFERRED TO
(The Description of Details for the List of Arbitrators)

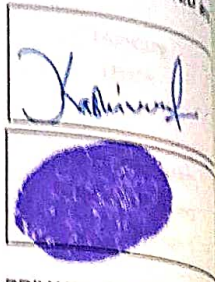
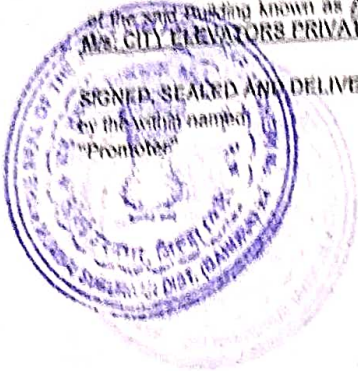
SR. NO	NAME OF ARBITRATOR	DESIGNATION
1	M.S. RANE	RETIRED JUDGE
2	V.R. DATTAR	RETIRED JUDGE
3	P.S. PANDIT	RETIRED JUDGE



PROMOTER

PURCHASER(S)

This page forms a part of the Agreement for Sale dated 30/9/2019 for sale of Unit No. 508 on the 8th floor of the Apartment known as Ackruti Star, executed between GIRAFFE DEVELOPERS PRIVATE LIMITED and M/s. CITY ELEVATORS PRIVATE LIMITED.



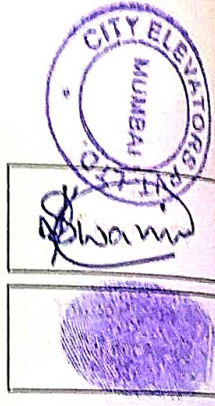
GIRAFFE DEVELOPERS PRIVATE LIMITED
(AUTHORISED SIGNATORY)

in the presence of..

- 1. ~~_____~~
- 2. M.S.

SIGNED AND DELIVERED by the within named PURCHASER(S)

M/s. CITY ELEVATORS PRIVATE LIMITED



in the presence of..

- 1. ~~_____~~
- 2. M.S.

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PROMOTER

PURCHASER(S)

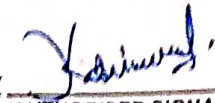
RECEIPT

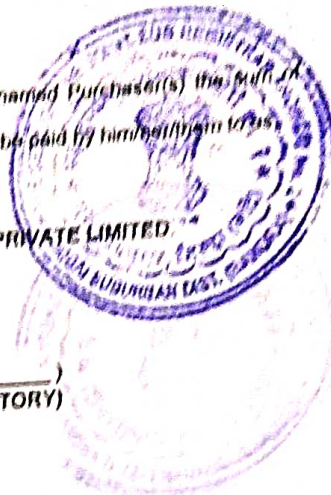
RECEIVED on or before the execution of these presents of and from the within named Purchaser(s) the sum of **Rs. 30,00,000/- (RUPEES THIRTY LAKHS ONLY)** being the amount within mentioned to be paid by him/her/their to us

WITNESS:

2. 

WE SAY RECEIVED
for GIRAFFE DEVELOPERS PRIVATE LIMITED

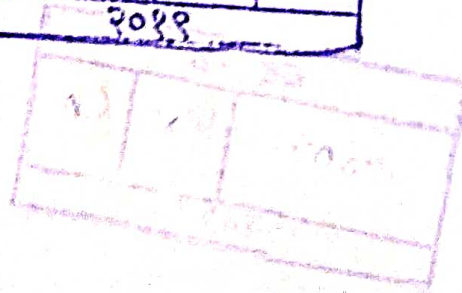
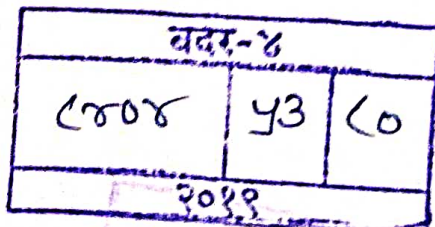

(AUTHORISED SIGNATORY)




Compliance with Income Tax Act, 1961.

As required by Rule 114-B of the Income Tax Rules, 1962, the following information is furnished:

The Promoter	GIRAFFE DEVELOPERS PRIVATE LIMITED
P.A.N./G.I.R	AACCN2778D
The Purchaser(s) Name	<u>M/s. CITY ELEVATORS PRIVATE LIMITED</u>
P.A.N. / G.I.R. No.	<u>AACCC8797P</u>
The Purchaser(s) Name	
P.A.N. / G.I.R. No.	
The Purchaser(s) Name	
P.A.N. / G.I.R. No.	




PROMOTER


PURCHASER(S)

Annexure-A
Layout Plan Approval Letter (Part 1 of Part A)

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

No. 118/1400/V/1997/15/1110
Office of the Deputy Engineer,
MIDC, Marol Sub-Division,
Andheri (E), Mumbai-400 093.
Date: 26/03/2010



To: M/s. Akruil Nirman Ltd.,
Akruil Trade Centre,
Plot No. 7, Marol MIDC,
Andheri (E),
Mumbai-400 093.

Subject: Approval to amended plans for proposed Sale Buildings at Pocket No.V, in Marol Industrial Area.

Ref: Your letter No. CGMS/61010/E-6/ARCH/MIDC CORRESPONDENCE 122/2009 dated 14.12.2009 & compiled on 26/03/2010.

Dear Sir,

One set of modified plans, received from you vide letter under reference are hereby approved subject to the following conditions:

1. You had submitted plans for development of Pocket No. V having plot area of 21860.00 Sqm. Open plot to be handed over to MIDC measuring 2617 sqm & 1243 sqm for rehab & sale buildings to the Developer covering FSI = 3.00 The details are as below.
 - 1) Now submitted (Rehab Buildings)
 - (a) Plinth area nil.
 - (b) Built up area nil.
 - 2) Already Approved (Rehab buildings)
 - (a) Plinth Area 4561.53 Sqm.
 - (b) Built up Area 24965.81 Sqm.
 - 3) Uptodate plans approved (Rehab building)
 - (a) Plinth Area 4561.53 Sqm.
 - (b) Built-up Area 24965.81 Sqm.
 - 4) Now submitted (Sale Buildings)
 - (a) Plinth area 3185.05 Sqm.
 - (b) Built up area 26361.03 Sqm.
 - 5) Already approved (Sale/ Sale in Rehab Buildings)
 - (a) Plinth area nil Sqm.
 - (b) Built up area 526.08 Sqm.
 - 6) Uptodate plans approved (Sale/Sale in Rehab building)
 - (a) Plinth area 3185.05 Sqm.
 - (b) Built up area 26361.03 Sqm.
 - 7) Uptodate plans approved (Sale building and Rehab)
 - (a) Plinth area 7746.55 Sqm.
 - (b) Built-up Area 51853.79 Sqm.

The complete scheme was approved by CEO MIDC vide SE (P)'s letter No. 1211/97 dt. 15/04/97 and Under Secretary of Urban Development Department Letter No./TSP/1309/1456/CR-13/2000/UD-II, dt. 3/2/2000. This office has approved only 18 nos. of drawings, details of which are attached in the accompanying statement.

2. The above plans are adhered with the rules of the Govt. of Maharashtra for slum re-development scheme vide guidelines as per DCIR/1092/Slum/687/USI dt. 19/04/92 and additional guidelines for slum re-development scheme regulation no. DCIR 33 (10) of Development Control Regulations of Greater Bombay 1991 and notification of UD

Department, Govt. of Maharashtra dt. 27.08.96 and notification put forwarded by Government of Maharashtra and MIDC, if any, in future.

- 3a. This approval is adhered to with the conditions put forward in agreement executed by M/s. Akruil Nirman Ltd., with MIDC, vide this office agreement No. C-1/ of 95-96 and extension of time limit granted by this office vide letter No. TB/MRL/492/ of 2005 dated 11.02.05.
- 3b. In case of approval to the modified plans, the original approval to the drawing granted vide letter No. DE/Slum/V/563/ of 2009 dated 17.03.2009 by Deputy Engineer, MIDC, Marol Sub-Division, Andheri (E), is treated as cancelled as the drawing approved now supersedes the previously approved drawing. You are requested to return the above cancelled drawing to this office for record and cancellation.
4. Overhead water storage tank having minimum capacity of 450 liters per W.C. and urinal shall be provided and is a must.
5. Necessary approach road to the plot from the edge of MIDC road or premises shall be provided with a cross drainage work of pipe having a minimum dia of 900 mm or a slab drain as per site conditioned as approved by the Deputy Engineer. Necessary approach as above shall be done before starting any main activities over the plot and shall be shown to the Deputy Engineer or his authorized representative, before starting the work on the plot.
6. The temporary structures shall not be allowed except during construction period for which prior approval from the Deputy Engineer is a must and the same shall be demolished immediately within one month from completion of the building construction as approved plans. During period of construction, stacking of material required for the construction purposes shall be done only in the plot area allowed. In no case materials be stacked along MIDC road land width or open plot without prior approval from the Deputy Engineer. The same shall be governed by MIDC D.C. rules.
8. The boundary mark demarcating the boundary of the plot shall be properly preserved and kept in good condition and shown to the departmental staff as and when required.
9. No tube well, bore well or the plot holder well shall constructed without prior written permission.
10. The work of water supply and drainage shall be carried out through the licensed plumber only, as per the water supply regulations of MCOM for which prior approval shall be obtained from the Deputy Engineer, M.I.D.C., S/A, Marol sub-division, Andheri (E), Mumbai-93, prior to proceeding in the work.
11. Plans for any future additions and alterations/ extensions will have to be got approved from the Deputy Engineer, M.I.D.C., S/A, Marol sub-division, Andheri (E), Mumbai-93.
12. The present approval to the plans does not pertain to approval to the structural design and RCC members, foundations etc. It is only location approval to the structure with reference to the plot.
13. In case of power lines if any passing through the plot, the plot holder shall approach MEEB/RELIANCE ENERGY & obtained a letter specifying the vertical and horizontal clearances to be left and plan his structure accordingly.
14. Wherever the compound wall & gate is constructed, the gates should open inside the plot and if the plot is facing two or more sides of the

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PROMOTER

PURCHASER(S)

Annexure-A

Layout Plan approval Letter (Part 2 of Part 4)

THIS LETTER IS VALID ONLY FOR THE WORKS AS MENTIONED IN THE LAYOUT PLAN APPROVAL LETTER. FOR ANY OTHER WORKS, THE OWNER SHALL OBTAIN SEPARATE APPROVAL FROM THE DEPUTY ENGINEER.



- 18. The owner/tenant shall submit the construction work plan to the Deputy Engineer for approval. The plan shall be approved only after the necessary approvals from the MIDC, M.A. Marol Bhadran, Andheri (E) are obtained.
- 19. The construction work shall be carried out in accordance with the approved plan. The owner/tenant shall be responsible for the safety of the workers and the public during the construction work.
- 20. The construction work shall be completed within the stipulated time. The owner/tenant shall be responsible for the timely completion of the work.
- 21. The construction work shall be carried out in accordance with the approved plan. The owner/tenant shall be responsible for the safety of the workers and the public during the construction work.
- 22. The construction work shall be completed within the stipulated time. The owner/tenant shall be responsible for the timely completion of the work.
- 23. The construction work shall be carried out in accordance with the approved plan. The owner/tenant shall be responsible for the safety of the workers and the public during the construction work.
- 24. The construction work shall be completed within the stipulated time. The owner/tenant shall be responsible for the timely completion of the work.
- 25. The construction work shall be carried out in accordance with the approved plan. The owner/tenant shall be responsible for the safety of the workers and the public during the construction work.
- 26. The construction work shall be completed within the stipulated time. The owner/tenant shall be responsible for the timely completion of the work.
- 27. The construction work shall be carried out in accordance with the approved plan. The owner/tenant shall be responsible for the safety of the workers and the public during the construction work.

- 28. NOC from Deputy Engineer (Building Proposals), Bandra, MCOM, shall be obtained if required.
- 29. NOC from Hydraulic Engineer, (Storm Water Drains) MCOM, shall be obtained if required.
- 30. The Commencement Certificate will be issued only after the final demarcation of possession of Pocket No.5 from Regional Office, Thane.
- 31. The Rehab Commercial building and entire sale building of pocket no.8 are affected by M.I.D.C.'s amenity plot AM-8 here few units are allotted on rental basis. The work /any construction activity should not be started until the resolution of matter of AM-8. The decision of the M.I.D.C. in this regard will be binding on you and you have to change layout and plans accordingly. The Commencement Certificate will be issued only after decision in this matter.

32. Additional Conditions:



- I. That you shall submit the certified Annexure - II from Executive Engineer, MIDC Division No. 1 Thane for final eligibility of all slum dwellers.
- II. That you shall submit the certified true copy of the agreement with eligible slum dwellers along with plans before C.C./O.C.
- III. That the general resolution of the Society for the proposed SRD Scheme will be submitted before C.C./O.C.
- IV. That the indemnity bond indemnifying the CEO, MIDC, for damages, risks, accident etc. and to the occupiers before /starting the work.
- V. That you shall submit the Annexure - III before further C.C. to the building under reference.
- VI. That the existing structure proposed to be demolished will be demolished with necessary phase programme with agreement will be submitted and got approved before CC.
- VII. That the "No Objection Certificate" shall be submitted from the following departments.
 - a. A.A. and C. ("K" East Ward of MCOM)
 - b. Civil Aviation
 - c. H.E MCOM if required
 - d. MTNL if required
 - e. Reliance Energy if required
- VIII. That the Janata Insurance Policy to cover the compensation claims arising out of workman's compensation Act 1923 will be taken out before starting the work and also shall be renewed during the construction.
- IX. That the dustbin will be provided as per requirement.
- X. That the you shall pay Rs. 20,000/- per Rehab tenements towards maintenance deposit and Rs. 840/- per sqm. of built-up area towards infrastructure cost as and when demanded by MIDC.
- XI. That the surrounding open spaces, parking space and terrace shall be kept open and un-built upon and shall be

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PROMOTER

PURCHASER(S)

Annexure-A
Layout Plan approval Letter (Part 3 of Part 4)

levelled and development before requesting for grant permission to occupy the building or submitting the DCC, whichever ever is earlier.

- XII. That the name plate / bold showing the plot number, Name of the building etc. shall be displayed at a prominent place.
- XIII. That the "NOC" from Inspector of lift, PWD, shall be obtained and submitted to this office before issue of Occupation Certificate.
- XIV. That the drainage completion certificate from the Deputy Engineer, MIDC, for provision of Septic Tank/Soak Pit, shall be submitted.
- XV. That layout of the R.G. shall be developed as per the DC Regulation 1991.
- XVI. That certificate under section 270A, BMC act shall be obtained from HE's department regarding adequacy of water supply.
- XVII. That CC for Sale building shall be control in a phased wise manner as decided by the Deputy Engineer, MIDC, in proportion with the actual work of rehabilitation Component.
- XVIII. That occupation permission of any of the sale wing/sale buildings/sale Area shall not be consider until occupation certificate for entire Rehabilitation area is granted.
- XIX. That office of Deputy Engineer, MIDC reserved right to add or amend or delete some of the above mention condition if required during the execution of the slum rehabilitation scheme.
- XX. That in case, eligibility of any slum dwellers is found to be invalid at a later stage, his/her tenement will be taken over by MIDC or counted towards sale component as per agreement No.C-1 of 95-96 Clause No.1.36.

It is hereby requested to go through the above conditions of this letter carefully and they are to be followed scrupulously.

Thanking you,

DA : One statement showing details of 17 Drawings approved

Yours faithfully,

Signature
Deputy Engineer
MIDC, Marol Subdivision
Andheri(E), Mumbai - 93

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1. Copy submitted to the Executive Engineer, MIDC, Division No. 1 Thane for r favour of information, please.
2. Copy f.w.c's to Regional Office, MIDC Regional Office, Thane, for information.
3. Copy f.w.c's to M/s. Citygold Management Services Pvt. Ltd. Akruiti Trade Centre, Road No.7, Marol MIDC, Andheri (E), Mumbai - 400 093/

PROMOTER

PURCHASER(S)

Annexure-A
Layout Plan approval Letter (Part 4 of Part 4)

MADRASAPURA INDUSTRIAL DEVELOPMENT CORPORATION
 Incorporated by Order No. 100/1974 of the Government of Madras, dated 12.12.74 pursuant to the provisions of the Madras Industrial Development Corporation Act, 1974
 Registered Office: 100, Anna Salai, Chennai - 600 002
 Telephone: 223 1000



Sl. No.	Block/Building No.	Area (sq. m)	Rate	Total	Area (sq. m)	Rate	Total	Area (sq. m)	Rate	Total	Area (sq. m)	Rate	Total	PRICE OF AREA					
														Area	Amount				
1	Block No. 100	100	100	10000	100	100	10000	100	100	10000	100	100	10000						
2	Block No. 101	100	100	10000	100	100	10000	100	100	10000	100	100	10000						
3	Block No. 102	100	100	10000	100	100	10000	100	100	10000	100	100	10000						
4	Block No. 103	100	100	10000	100	100	10000	100	100	10000	100	100	10000						
5	Block No. 104	100	100	10000	100	100	10000	100	100	10000	100	100	10000						
6	Block No. 105	100	100	10000	100	100	10000	100	100	10000	100	100	10000						
7	Block No. 106	100	100	10000	100	100	10000	100	100	10000	100	100	10000						
8	Block No. 107	100	100	10000	100	100	10000	100	100	10000	100	100	10000						
9	Block No. 108	100	100	10000	100	100	10000	100	100	10000	100	100	10000						
10	Block No. 109	100	100	10000	100	100	10000	100	100	10000	100	100	10000						
11	Block No. 110	100	100	10000	100	100	10000	100	100	10000	100	100	10000						
Total														1100	1100	110000	1100	1100	110000

N.
 Deputy Engineer
 M.I.D.C., Madras Suburban District Office
 Chennai - 600 002



Sub Component Building Area

Sl. No.	Plan	House/Plot Area (sq. m)	Minimum Plot Area (sq. m)	A.R.P.	Rate	Total
1	Ground Floor	100	100	100	100	10000
2	1st Floor	100	100	100	100	10000
3	2nd Floor	100	100	100	100	10000
4	3rd Floor	100	100	100	100	10000
5	4th Floor	100	100	100	100	10000
6	5th Floor	100	100	100	100	10000
7	6th Floor	100	100	100	100	10000
8	7th Floor	100	100	100	100	10000
9	8th Floor	100	100	100	100	10000
10	9th Floor	100	100	100	100	10000
11	10th Floor	100	100	100	100	10000
12	11th Floor	100	100	100	100	10000
13	12th Floor	100	100	100	100	10000
14	13th Floor	100	100	100	100	10000
15	14th Floor	100	100	100	100	10000
16	15th Floor	100	100	100	100	10000
Total						

- A. Total Up Area of Block Building: 22500 sq. m
- B. Total Up Area of Block Component: 22500 sq. m
- C. Total Up Area Rate: 22500 sq. m
- D. Total Up Area Rate at Block: 22500 sq. m
- E. Total Up Area Rate at Block: 22500 sq. m

F. Total Up Area of Block Building: 22500 sq. m
 Total Block Up Area: 22500 sq. m
 22500 sq. m

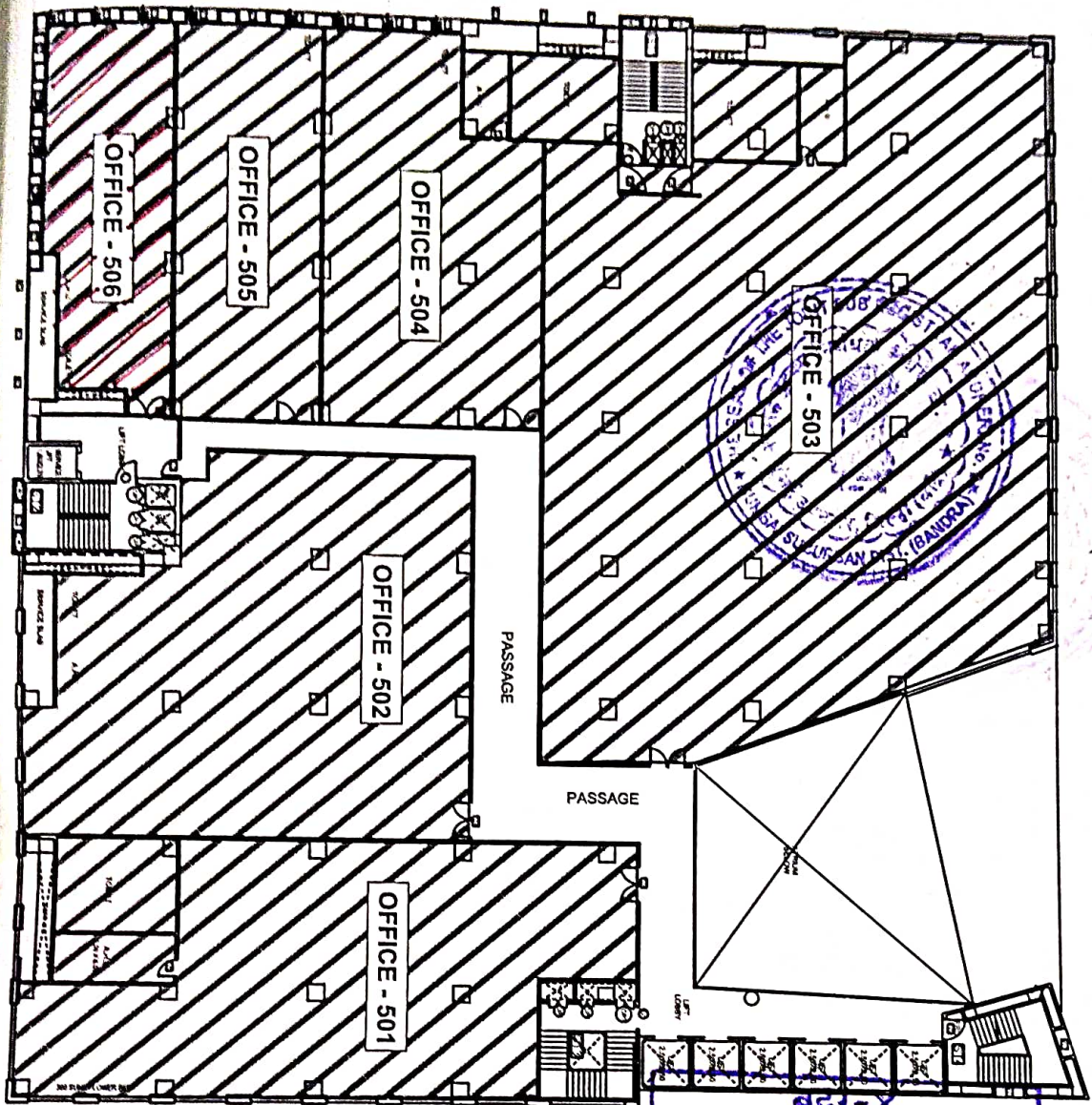


N.
 Deputy Engineer
 M.I.D.C., Madras Suburban District Office
 Chennai - 600 002

C-1008 YC Co

PROMOTER

PURCHASER(S)



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FIFTH FLOOR PLAN

Additional Useable Area consist of Terrace / Niche / Corridor / AHU Rooms / Elevation Feature etc.



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Annexure - D
Market Price of Material

MAJOR CONSTRUCTION MATERIAL COST AS ON _____				
SN	Items of Material	Index	Actual Cost	Unit
1	Cement	OPC-53 Gr	310/-	Per Bag
2	Reinforcement Steel.	FE 500	45/-	Per Kg
3	AAC Block	100 & 150 mm	3,600/-	Per Cum
4	Aluminium	25 mm anodized	300/-	Per Kg
5	Sand	River	8,500/-	Per Brass
6	Wood	Red Miranti	950/-	Per Cft
7	Stone Metal	20 mm down	2,500/-	Per Brass
8	Copper	-	-	-
9	12mm th Plywood	Commercial	65/-	Per Sft
10	45mm thk Flash Door	Half rated FRD	245/-	Per Sft
11	Apex Plastic Emulsion	Asian	250/-	Per Lit
12	Decosil Paint	-	-	-
13	Apex Ultima Asian Paint	-	-	-

Annexure - E
List of Amenities

Structure	RCC framed structure
Finishes	Acrylic Emulsion Paint
Walls	Red Miranti
Door Frame	Vitrified & Ceramic tiles (Kajaria Make)
Flooring & Toilet	Gypsum Plaster
Plastering	Weather cool sales
Air Conditioning	Copper wiring
Electricity	Cement based coba
Water Proofing	Best quality engineered Marble & natural Granite
Atrium, Lift Lobbies Floors & walls	



बदर-४		
८००४	६५	८०
२०१९		

PROMOTER

PURCHASER(S)

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

No. MIDC/SPA/MRL/757/2010
Office of the Deputy Engineer,
MIDC, Marol SubDivision,
Andheri (E), Mumbai 400 093

Date : 23/12/2010

To,
M/s. Akruti Nirman Ltd.
Road No.7, Akruti Trade Centre,
Marol MIDC, Andheri (E),
Mumbai-400 093.



Full Occupation Certificate for sale building in Pocket No. 5 for Slum Rehabilitation Scheme at Marol Industrial Area MIDC Andheri (E) .

Ref : Your letter No. CGMS/61033/E-6(ARCH)/MIDC P- 5/ MIDC CORRES/55/2010, dated 17.12.2010

Dear Sir,



This is to certify that the development work of the sale building on Pocket 5 is completed as per this office's approval no. DE/Slum/V/833/2010 dated 26.03.2010, in Marol Industrial Area, for G+ 11 part floor with a BUA of 26361.93 Sqmt, under the supervision of Smt. Maya Vaidya Architect holding license no. CA/97/20982 and permitted to occupy under the following conditions:

1. This part occupation certificate, which is issued by this office, vide No. MIDC/SPA/MRL/1272/2010 dt.30.04.2010 is treated as combine occupation certificate total BUA 13714.17 Sqmt.
2. Tree plantation at time of BCC
3. NOC from Hydraulic Engineer, MCGM, if required
4. NOC from Dy.CE (SWD), if required.
5. NOC from Ward Officer (Property Tax)
6. Certificate under 270 A
7. BCC for the entire pocket shall be obtained in the prescribed time limit.
8. Approach road, Compound wall, gate shall be completed before B.C.C.
9. Subject to indemnity bond given by you vide letter No. ANL/MIDC/003/dated 19.03.2003 regarding return of empty plot in lieu of Pocket no. 10, 11, 12.

Handwritten signature

- 10 subject to realization/ payment of entire amount of loan by M/s. SPPL along with the interest and other charges, if any. NOC from Civil Aviation Department.
- 11.No. of Drawings are 17 (seventeen).

The Occupation for the sale building in Pocket 5 has been issued on the approval issued by UDD vide No. TBP/4399/1456/CR-13/2000 UD 11/dt. 3/2/2000 and as per the minutes of the meeting held on 20/5/94 point No. 8 of agreement No. C-1/95-96.

The infrastructure charges @ 840/Sq.mt. shall be paid by the as consumption of excess FSI over the permissible FSI of the zone approved by the CEO dated 14/10/2002.

Thanking you,



Yours faithfully,

Handwritten signature
Deputy Engineer, SPA
MIDC, Marol Sub-Division,
Andheri(E), Mumbai-93

8-777	
03	05

1. Copy submitted to the Executive Engineer, MIDC, Division I, for information, please.
2. Copy f.w.c's to Regional Office, MIDC, Thane for information.
3. Copy f.w.c's to m/s Citygold Management Services Pvt.Ltd, Akruti Trade Centre, Road No.7, Marol MIDC, Andheri(E), Mumbai-400 093.

2008-8 9868	
0008	9C 6

P
PROMOTER

[Signature]
PURCHASER(S)



30/09/2019

सूची क्र.2

दुय्यम निबंधक : मह. दु. नि. अंधेरी 2

दस्त क्रमांक : 8404/2019

नोंदणी :

Regn 63m

गावाचे नाव : मुळगांव

(1) बिलेखाचा प्रकार करारनामा

(2) मोबदला 26670800

(3) बाजारभाव (भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) 30036500

(4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : इतर माहिती: ऑफिस नं. 506.5 वा मजला, बिल्डिंग आकृती स्टार, सेंट्रल रोड, एम आय डी सी रोड, अंधेरी पूर्व मुंबई- 400093. सोबत तीन कार पार्किंग. ऑफिस चे क्षेत्र. 138.89 चौ.मी. मोफा प्रमाणे. व्हिजेज मुळगाव, इतर माहिती व मिळकतीचे वर्णन दस्ता मध्ये नमूद केल्या प्रमाणे. ((C.T.S. Number : 96B (Pt), 144, 145, 146, 249 ;))

(5) क्षेत्रफळ

1) 166.67 चौ.मीटर

(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.

(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.

1): नाव:-जिराफ डेव्हलपर्स प्रा.ली. चे ऑथो. सिप्रेटरी काळूराम कशिवले -- वय:-46; पत्ता:-ऑफिस नं. 111. जी/विंग, -, आकृती कमर्शियल कॉम्प्लेक्स, नेक्स्ट टू आकृती सेंटर पॉइंट एम. आय. डी. सी. अंधेरी पूर्व., सेंट्रल रोड, चकाला एमआईडीसी, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400093 पॅन नं:-AACCN2778D

(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

1): नाव:-मे. सिटी एलिवेटर्स प्रा. लि. चे संचालिका कविता इंद्रकुमार स्वामी -- वय:-39; पत्ता:-, तळ मजला, कृष्णा निवास., सीना बिजनेस च्या मागे एअरपोर्ट मेट्रो स्टेशन ऑफ अंधेरी कुर्ला रोड अंधेरी पूर्व., कदमवाडी लेन, जे.बी. नागर, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400059 पॅन नं:-AACCC8797P

(9) दस्तऐवज करून दिल्याचा दिनांक 30/09/2019

(10) दस्त नोंदणी केल्याचा दिनांक 30/09/2019

(11) अनुक्रमांक, खंड व पृष्ठ 8404/2019

(12) बाजारभावाप्रमाणे मुद्रांक शुल्क 1802900

(13) बाजारभावाप्रमाणे नोंदणी शुल्क 30000

(14) शेरा

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



मह. दुय्यम निबंधक, अंधेरी क्र. २
मुंबई मनपा वित्त

MAHARASHTRA INDUSTRIAL DEVELOPMENT CORPORATION
(A Government of Maharashtra Undertaking)

No. MIDC/SPA/MRL/ 757 2010
Office of the Deputy Engineer,
MIDC, Marol SubDivision,
Andheri (E), Mumbai 400 093

Date : 23/12/2010

To,
M/s. Akruṭi Nirman Ltd.
Road No.7, Akruṭi Trade Centre,
Marol MIDC, Andheri (E),
Mumbai-400 093.



**Full Occupation Certificate for sale building in Pocket
No. 5 for Slum Rehabilitation Scheme at Marol
Industrial Area MIDC Andheri (E) .**

Ref: Your letter No. CGMS/61033/E-6{ARCH}/MIDC P- 5/
MIDC CORRES/55/2010. dated 17.12.2010

Dear Sir,

This is to certify that the development work of the sale building on Pocket 5 is completed as per this office's approval no. DE/Slum/V/833/ of 2010 dated 26.03.2010, in Marol Industrial Area, for G+ 11 part floor with a **BUA of 26361.93 Sqmt**, under the supervision of Smt. Maya Vaidya, Architect holding license no. CA/97/20982 and permitted to occupy under the following conditions:

1. This part occupation certificate, which is issued by this office, vides No. MIDC/SPA/MRL/1272/2010dt.30.04.2010 is treated as combine occupation certificate total BUA 13714.17 Sqmt.
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5. NOC from Ward Officer (Property Tax)
6. Certificate under 270 A
7. BCC for the entire pocket shall be obtained in the prescribed time limit.
8. Approach road, Compound wall, gate shall be completed before B.C.C.
9. Subject to indemnity bond given by you vide letter No ANL/MIDC/003/dated 19.03.2003 regarding return of empty plc in lieu of Pocket no. 10, 11, 12.

Andhi
23/12/10

10 subject to realization/ payment of entire amount of loan by M/s. SPPL along with the interest and other charges, if any. NOC from Civil Aviation Department.

11.No. of Drawings are 17 (seventeen).

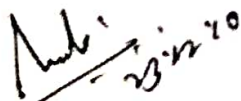
The Occupation for the sale building in Pocket 5 has been issued on the approval issued by UDD vide No. TBP/4399/1456/CR-13/2000 UD II/dt, 3/2/2000 and as per the minutes of the meeting held on 20/5/94 point No. 8 of agreement No. C-1/95-96.

The infrastructure charges @ 840/Sq.mt. shall be paid by the Zone as consumption of excess FSI over the permissible FSI of the Zone as approved by the CEO dated 14/10/2002.

Thanking you,



Yours faithfully,


Deputy Engineer, SPA
MIDC, Marol Sub-Division,
Andheri(E), Mumbai-93

1. Copy submitted to the Executive Engineer, MIDC, Division I, for information, please.
2. Copy f.w.c's to Regional Office, MIDC, Thane for information.
3. Copy f.w.c's to m/s Citygold Management Services Pvt.Ltd, Akruti Trade Centre, Road No.7, Marol MIDC, Andheri(E), Mumbai-400 093.

Solaris Developers Pvt. Ltd.

401, Peninsula Plaza, A/16, Veera Industrial Estate, Off New Link Road,
Andheri (W), Mumbai - 400 053. Tel.: 91-22-2673 0811/12 Telefax: 91-22-4016 8423
Email: solarisdevelopers@gmail.com



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED IN THE MEETING OF THE BOARD OF DIRECTORS OF ABC PRIVATE LIMITED HELD ON MONDAY THE 3RD DAY OF SEPTEMBER, 2012 AT THE REGISTERED OFFICE OF THE COMPANY.

"RESOLVED THAT pursuant to the applicable provisions of Companies Act, 1956 consent of the board of directors of the company be and is hereby accorded to acquire by purchase the office premises situated at 504, Ackruti Star, Central Road, MIDC Road, Andheri (East), Mumbai 400 093 for business purpose on such terms and conditions as may be consider appropriate and in the best interest of the Company.

RESOLVED FURTHER THAT the Directors of our company Mr.Yogesh Handa and Rakesh Handa, whose specimen signatures appear here below, are hereby authorised on the Company's behalf to sing and execute the Agreement to purchase the office premises located at 504, Ackruti Star, Central Road, MIDC Road, Andheri (East), Mumbai 400 093.
Specimen Signatures:

1.Yogesh Handa

2.Rakesh Handa



"RESOLVED FURTHER THAT this resolution be communicated to the Seller of the office

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय
कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U51900MH2006FTC159247

मैसर्स NETZONE DEVELOPERS PRIVATE LIMITED

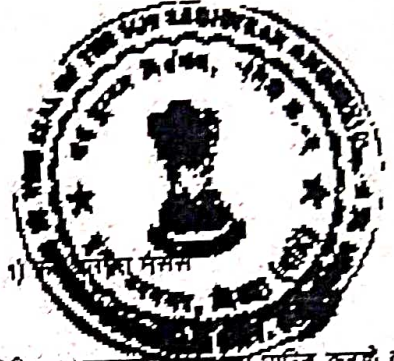
के मामले में, मैं एतद्वारा सत्यापित करता हूँ कि मैसर्स
 NETZONE DEVELOPERS PRIVATE LIMITED

जो दूर ठप में दिनांक पञ्चास जनवरी दो हजार छह को कम्पनी अधिनियम, 1956 (1956 की 1) में निगमन प्रमाण-पत्र
 NETZONE MULTITRADE PRIVATE LIMITED

के रूप में निर्मित की गई थी, ने कम्पनी अधिनियम, 1956 की धारा 21 की शर्तों को अनुसार विभिन्न आवश्यक विवरणों को प्रस्तुत करके तथा
 लिखित रूप में यह सूचित करके और उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1956 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य
 विभाग, नई दिल्ली की अधिसूचना सं. सा. का. नि. 507 (ए) दिनांक 24.08.1985 एच.आर.एन. 291925792 दिनांक 11/10/2010 के द्वारा
 प्राप्त हो गया है, एक कम्पनी का नाम आज परिवर्तित रूप में मैसर्स
 GIRAFFE DEVELOPERS PRIVATE LIMITED

हो गया है और यह प्रमाण-पत्र, कथित अधिनियम की धारा 23(1) के अनुसंधान में जारी किया जाता है।

यह प्रमाण-पत्र, गैर हस्ताक्षर द्वारा मुंबई में आज दिनांक ग्यारह अक्टूबर दो हजार दस को जारी किया जाता है।



GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS
Registrar of Companies, Maharashtra, Mumbai

Fresh Certificate of Incorporation consequent upon Change of Name

Corporate Identity Number : U51900MH2006FTC159247

In the matter of M/s NETZONE DEVELOPERS PRIVATE LIMITED

I hereby certify that NETZONE DEVELOPERS PRIVATE LIMITED which was originally incorporated on Twenty Fifth day of January Two Thousand Six under the Companies Act, 1956 (No. 1 of 1956) as NETZONE MULTITRADE PRIVATE LIMITED having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R. 507 (E) dated 24/08/1985 vide SRN AG1925792 dated 11/10/2010 the name of the said company is this day changed to GIRAFFE DEVELOPERS PRIVATE LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Mumbai this Eleventh day of October Two Thousand Ten

बदर-४/१
 11/10/2010
 2010

[PADMINI BALAKRISHNAN]

सहायक कम्पनी रजिस्ट्रार / Assistant Registrar of Companies