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|---|---|----------------------------|
| मूल्योक्त पत्रक ( बांधणी क्षेत्र - बांधीव ) |   | 30 March 2019, 04:20:07 PM |
| Valuation ID                                | 201903304517  | वदर 4                      |
| मूल्योक्तमात्रे वर्ष                        | 2018  |                            |
| जिल्हा                                      | मुंबई (उपनगर)   |                            |
| मूल्य विभाग                                 | 41-मुळगाव ( अंधेरी )  |                            |
| उप मूल्य विभाग                              | 41/21 उपभाग उत्तर, पूर्व व दक्षिणेस गावाची हद्द व पश्चिमेस महाकाली गुंफा मार्ग. |                            |
| सर्व्हे नंबर / न. भू. क्रमांक               | सि टी एस नंबर #96   |                            |

गार्डिअन इन्फोमेशन प्रदान करणारा अधिकारी

मीजमापनाचे एकक  
चौरस मीटर

323/3227

पावती

Original/Duplicate

प्रकार-

बांधीव

क्रमाचा दर -

Rs. 161500/-

Saturday, March 30, 2019

नोंदणी क्र. :39म

4:25 PM

Regn.:39M

पावती क्र.: 3763 दिनांक: 30/03/2019

गावाचे नाव: मुळगाव

दस्तावेजाचा अनुक्रमांक: वदर4-3227-2019

दस्तावेजाचा प्रकार : करारनामा

सादर करणाऱ्याचे नाव: कविता इंद्र कुमार स्वामी - -

नोंदणी फी

रु. 30000.00

दस्त ह्याताळणी फी

रु. 1440.00

पृष्ठांची संख्या: 72

एकूण:

रु. 31440.00

मिनीचा दर )

आपणास मूळ दस्त , पॅबनेल प्रिंट, सूची-२ अंदाजे  
4:50 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक, अंधेरी-2

बाजार मूल्य: रु.31647000/-

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

मोबदला रु.32000000/-

भरलेले मुद्रांक शुल्क : रु. 1920000/-

बंदिस्त वाहन

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

डीडी/घनादेश/पि ऑर्डर क्रमांक: MH014033784201819E दिनांक: 30/03/2019

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: DHC रकम: रु.1440/-

डीडी/घनादेश/पि ऑर्डर क्रमांक: 2903201915491 दिनांक: 19/03/2019

बँकेचे नाव व पत्ता:

Swami

DELIVERED ORIGINAL DOCUMENT  
ON- 02/04/2019



**D**ocument **H**andling **C**harges  
Inspector General of Registration & Stamps

**Receipt of Document Handling Charges**

PRN 2903201915491

Receipt Date 30/03/2019

Received from MRS. KAVITA INDRA KUMAR SWAMI, Mobile number 9819988763, an amount of Rs.1440/-, towards Document Handling Charges for the Document to be registered on Document No. 3227 dated 30/03/2019 at the Sub Registrar office Joint S.R. Andheri 2 of the District Mumbai Sub-urban District

DEFACED

₹ 1440

DEFACED

**Payment Details**

Bank Name IBKC

Payment Date 29/03/2019

Bank CIN 10004152019032913195

REF No. 208657749

Deface No 2903201915491D

Deface Date 30/03/2019

This is computer generated receipt, hence no signature is required.

|       |   |     |
|-------|---|-----|
| बदर-४ |   |     |
| ३२२७  | २ | ७०२ |
| २०१९  |   |     |



|       |   |    |
|-------|---|----|
| बदर-४ |   |    |
| ३२२७  | ४ | ०२ |
| २०१९  |   |    |



**AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE ("the Agreement") is made at Mumbai on this 30<sup>th</sup> day of March 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, Akruiti Commercial Complex, Next to Akruiti 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**

**AND**

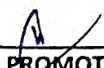
**MRS. KAVITA INDRA KUMAR SWAMI**

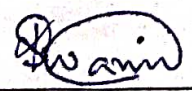
Residing at, 2006, YARROW, NAHAR AMRIT SHAKTI, CHANDIVALI, SAKINAKA S.O., MUMBAI – 400072 hereinafter collectively referred to as the "Purchaser(s)", (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual or individuals, 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.



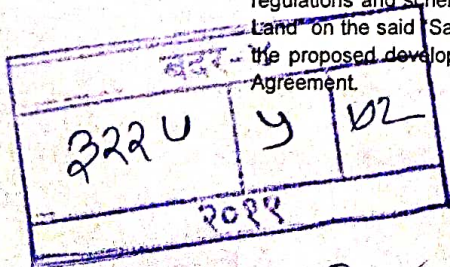
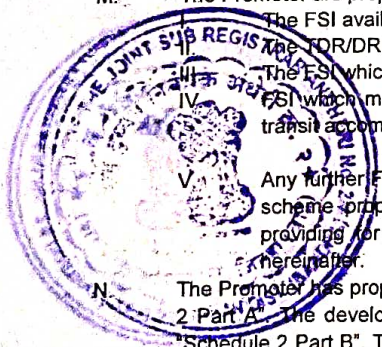
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 PROMOTER

  
 \_\_\_\_\_  
 PURCHASER(S)

**WHEREAS:**

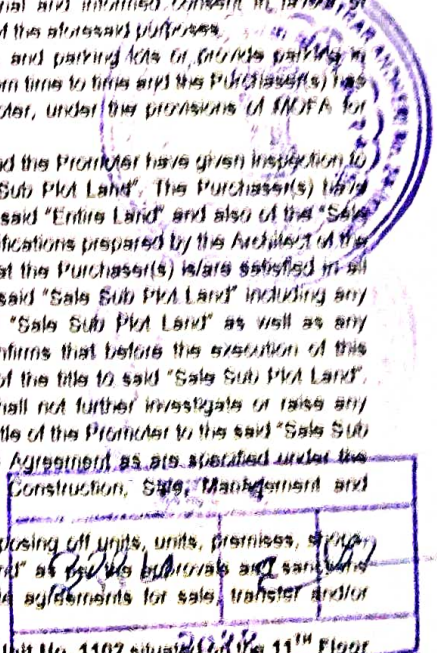
- A. Maharashtra Industrial Development Corporation ("MIDC") floated a Global Tender in or around December 1994 (the said "Tender") inviting bids for redevelopment of the Slum by re-habilitating 3340 slum dwellers residing in the Pocket Nos. I to IX as per the guidelines of the Government of Maharashtra and the provisions of Regulation 33(10) of the Development Control Regulations for Greater Mumbai 1991("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 28<sup>th</sup> 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 Vyaravali, 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 (Pt), 144, 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 26<sup>th</sup> 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 FSI 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 26<sup>th</sup> 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 this Agreement.



PROMOTER

PURCHASER(S)

- O. The Promoter has constructed one commercial building named as **Akruti Star** comprising of Basement + Ground + 10 upper floors (hereinafter referred to as the said "Building") on said "Sale Sub PkA 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 attached and contiguous to the said "Sale Sub Plot Land". The said Basement will be constructed in phases and a part of this and shall be integrated to form a single, homogeneous 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 fully 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 advised 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 PkA 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 described in Schedule - 2 Part "A" of this Agreement. The Purchaser(s) confirms, unconditionally and irrevocably and covenants with the Promoter that he has no objection to the construction of the full potential of 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 PkA Land" with the full potential of the said "Entire Land" and in accordance with the proposed development described 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 PkA Layout or Second Sub Plot Layout or the Master Layout. The Promoter shall also be entitled to integrate and/or realign open spaces, parking spaces, amenities, etc. The Promoter shall be entitled to develop and/or 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 has given inspection to the Purchaser(s) of all the documents relating to the said "Sale Sub PkA Land". The Purchaser(s) has 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 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 PkA Land" including any right, title, interest or claim of any other party to or in the said "Sale Sub PkA 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 PkA 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 is stipulated 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 PkA 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. 1102 situated on the 11<sup>th</sup> Floor of the building "**Akruti Star**" (the said "Building") admeasuring about 144.19 sq mtrs of Carpet Area (hereinafter referred to as 'said Unit') and license to use 02 (Two) per car Parking Area(s) admeasuring about 10.22 sq. mtrs (hereinafter referred to as "the said Parking space"). The said "Building" is being constructed on the Land more particularly described in the Schedule - 1 Part B3 (hereinafter referred to as the said "Building Land" - Pocket No. V). 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 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;



PROMOTER

PURCHASER(S)

- W. The Promoter either by themselves or through other entities are entitled to and propose to acquire for the purpose of development the contiguous, adjoining or adjacent Land and properties or amalgamate and enter into such arrangement or agreement as they may deem fit. The Promoter may amalgamate such Land and properties/schemes with the said "Entire Land" including said "Sale Sub Plot Land" and/or sub-divide the same and/or include the same in the development envisaged in this Agreement for the said "Entire Land" including the said "Sale Sub Plot Land" in the manner deemed appropriate. In view thereof, references to 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 separate agreements with several other person(s) and party(ies) in respect of the other units and / or shops along with License of parking areas (if any), in the said building(s) to be constructed on the said "Building Land";
- Y. 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.
- Z. The Parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence these 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 "Ackrutl Star" - (Pocket No. V, 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.

**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) Lifts  
 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.  
 i) 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 is subject to means of access for reaching other floors, available to all residents and their visitors  
 j) Society Office for the said "Building" (if provided)  
 k) Gymnasium\* (if provided)  
 l) Security Cabin for Building  
 m) B.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 and services and the like provided within the said "Building".  
 o) Paving around the building as per the Rules of Municipal Corporation, excluding the paved spaces allotted by the Promoter,  
 p) Compound lights or street lights;

PROMOTER

PURCHASER(S)

- 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;
- a) 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.
- a) Park, Garden (if provided in Sale Sub Plot Layout)
- b) Playground (if provided in Sale Sub Plot Layout)
- c) Path, Pathways, alleyways
- d) Security office for the Sale Sub Plot Layout\* (if provided in the Sale Sub Plot Layout).
- e) Street lights.
- f) Water, Electric, sewerage, drainage, firefighting systems and works and other utility and services and the like provided within the Sale Sub Plot Layout.
- g) Electrical Receiving Stations and/or Sub Stations in Sale Sub Plot Layout.
- h) 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.
- a) Park, Garden
- b) Playground
- c) Path, Pathways, alleyways
- d) Street lights
- e) Water, Electric, sewerage, drainage, firefighting systems and works and other utility and services and the like provided within the Master Layout.
- f) Electrical Receiving Stations and/or Sub Stations in Master Layout.
- g) 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. 1102 admeasuring 144.19 sq.mts. of carpet area on 11<sup>th</sup> 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) or 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 5<sup>th</sup> 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 the 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.xxiii) "Promoter" shall mean and include Developer.

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

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

2.xxvi) "Taxes" shall mean any tax payable by the Purchaser(s) by way of value added tax, GST, 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" and more specifically mentioned hereunder.

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

2.xxviii) "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.xxix) "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. 1102 on the 11<sup>th</sup> Floor of the said building known as "Ackruti Star" having Carpet area of 144.19 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 colour 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, the Purchaser(s) shall pay to the Promoter an aggregate sum of Rs. 3,20,00,000/- (RUPEES THREE CRORE TWENTY LAKHS ONLY) being the total Purchase Consideration ("the Purchase Consideration") which is aggregate of the Purchase Consideration for the said Unit calculated only on the basis of the Carpet Area of the said Unit. The Purchase Consideration shall be payable by the Purchaser(s) to the Promoter in the following manner, time being the essence of the contract:

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

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| Sr. No. | Particular        | Amount                         |
|---------|-------------------|--------------------------------|
| a)      | Rs. 25,00,000/-   | Holding Amount                 |
| b)      | Rs. 1,20,00,000/- | Within next seven days         |
| c)      | Rs. 1,75,00,000/- | before handing over possession |

4.4

It is agreed that where ever the payment is on the basis of the achieving certain milestone 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 has specifically informed to the Purchaser that the Promoter has not taken any loan from any bank towards the said Unit.

4.6

The Purchaser(s) shall make payment towards the booking and purchase consideration amount(s) into the Account by the name "Giraffe Developers Private Limited Account" bearing No. 039102000020402 with IDBI BANK. 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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5. **PURCHASER(S) FINANCING CONTINGENCY**

The Purchaser(s) may obtain finance from any financial Institution/bank or any other source but the Purchaser(s) obligation to purchase the said Unit pursuant to this Agreement shall not be contingent on the Purchaser(s) ability or competency to obtain such financing and the Purchaser(s) will remain bound under this Agreement whether or not he/she/it has been able to obtain finance for the purchase of the said Unit for any reason whatsoever. The Purchaser(s) hereby agrees that he/she/it shall not be absolved from his/her liabilities and obligations under this Agreement in case bank / financial institute doesn't sanction loan or delays in sanctioning loan or delay in disbursements for any reasons whatsoever. Further, in the event the Purchaser(s) obtains a loan after execution of this Agreement against the security of the said Unit, the Promoter shall be solely the Purchaser(s) responsibility to satisfy any charge/lien in respect of the said Unit and the Promoter shall not be liable in any form or manner whatsoever. It is clarified that in the event the Purchaser(s) defaults in its payment obligation to such lender, the rights of such lender shall be subject to the first charge of the Promoter on the said Unit for the entire Purchase Consideration, Service tax, TDS contribution, maintenance charges, outgoings and all other amounts payable by the Purchaser(s) under this Agreement. Further, in the event that this Agreement is cancelled at any time, then the Purchaser(s) shall ensure that such lender returns to the Promoter, the original Agreement for Sale, Registration Receipt Index II and any other document in respect of the said Unit which may be in their possession. The Purchaser(s) shall inform and give proper notice to the Common Organization as and when formed, about the said Unit being so mortgaged and the Promoter shall not be under any obligation to provide such intimation in any manner whatsoever.

5a **DECLARATION OF SOURCE OF PAYMENTS**

The Promoters herein have specifically informed to the Purchaser(s) that all the payments received from the Purchaser(s) inclusive of all taxes, stamp duty, registration charges, service tax, VAT, TDS or any other taxes applicable shall always be presumed to be received from the bank account of the Purchaser(s)/Joint Purchaser(s) only and in the event of any payment being made by the Purchaser(s) from any other persons account (excluding Joint Purchaser(s), banks and financial institutions), then the same shall be accompanied by letter/indemnity from such other persons certifying that the payment is made by such other person at the request of the Purchaser(s)/Joint Purchaser(s) and is made by such other person, for and on behalf of the Purchaser(s)/ Joint Purchaser(s). It is agreed between the parties hereto that any payment made by any person other than the Purchaser(s) will not create any right, title or interest in the said flat in favour of such other person.

The Promoters herein have specifically informed to the Purchaser(s) that if in any case, inquiry is raised by any statutory or Government or Semi-Government or an agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Purchaser(s) to the Promoter, the Purchaser(s) shall be liable to provide the source of the amount paid by the Purchaser(s) to the satisfaction of such authorities or an agency. The Purchaser(s) hereby indemnifies the Promoter and continue to keep the Promoter indemnified against all the expenses, charges and payments arising for not satisfying the statutory or Government or Semi-Government or an agency or Revenue Authorities or any other statutory authorities for any amount paid by the purchaser either from his own account or made through third party.

In case of occurrence of such event as mentioned hereinabove, the Promoter shall be entitled to withhold the possession of the flat or exercise the option to terminate the Agreement for Sale.

In the event of the termination of this Agreement at the option of the Promoter for aforesaid reason, then any amount which is found to be refundable over and above the amounts retained as and for mutually agreed liquidated damages such as the earnest money, interest on delayed payments any interest paid, due or payable, any other amount of non refundable nature, shall be refunded by the Promoter subject to any terms and conditions of any order issued by any of the statutory authorities or agency.

It is expressly agreed that upon such termination by the Promoter, the Purchaser(s) shall have with no right, title, interest, demand, claim or lien over the said Flat and the car parking space in any manner whatsoever.

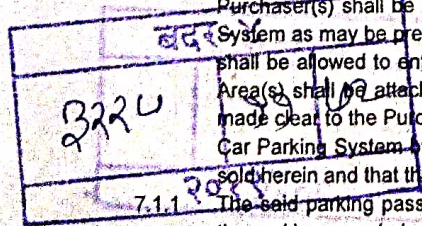
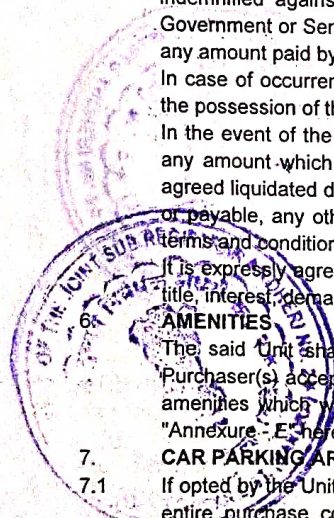
6. **AMENITIES**

The said Unit shall contain amenities, details whereof are given in the "Annexure - E" hereto. The Purchaser(s) accepts that finishing and amenities as provided in sample unit are not part of the contractual amenities which will be provided in the said Unit being sold hereunder, and only details as given in the "Annexure - E" hereto are to be provided by the Promoter.

7. **CAR PARKING AREA**

7.1 If opted by the Unit Purchaser(s), Promoter will give permission to park a car to the Unit Purchaser(s) upon entire purchase consideration for the said Unit indicated in Clause 4.3 having been received by the Promoter. Upon entire payment towards the said Unit being made by the Unit Purchaser(s) he / she / they it shall be given permission to park car(s) in Robotic / Automated Car Parking System by issuing "Parking Pass" on yearly basis for 02 (Two) number of cars with Car Number(s) mentioned thereon at any level of the Basement operational in terms of this Agreement. In case of change in Car to be parked in the system the Purchaser(s) shall surrender the Old Parking Pass and get a new Parking Pass issued for the new car. The Purchaser(s) shall be required to pay monthly charges to park the car in Robotic / Automated Car Parking System as may be prescribed by the Promoters from time to time. Only the cars having the car parking pass shall be allowed to enter into the building for parking purpose. The Permission granted for the Car Parking Area(s) shall be attached to the rights of the said Unit and can't be separately transferred. It is expressly made clear to the Purchaser(s) that the permission granted to park 02 (Two) number of car(s) in the Robotic Car Parking System by the Purchaser(s) shall always be attached to the user of the said Unit agreed to be sold herein and that the same cannot be dealt with independently in any manner whatsoever.

7.1.1 The said parking pass shall be utilized for parking the Purchaser(s) own light motor vehicle only for which the parking pass is issued, and shall not be used for parking of any other vehicle or for, any other purpose whatsoever. The Purchaser(s) acknowledges that Robotic Car Parking System provide parking area(s) as



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**DOCUMENT OF TITLE.**

This 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 thereto constitutes and represents the entire agreement between the Parties with respect to the subject matter hereto and supercedes, 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 or 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.**

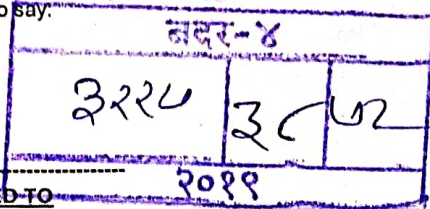
In the event that any dispute is not resolved, even after mediation before MCHI the same shall be settled through arbitration by a sole arbitrator. The arbitration proceedings shall be governed by the Arbitration & Conciliation Act, 1996 or any statutory amendments/ modifications thereof for the time 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**

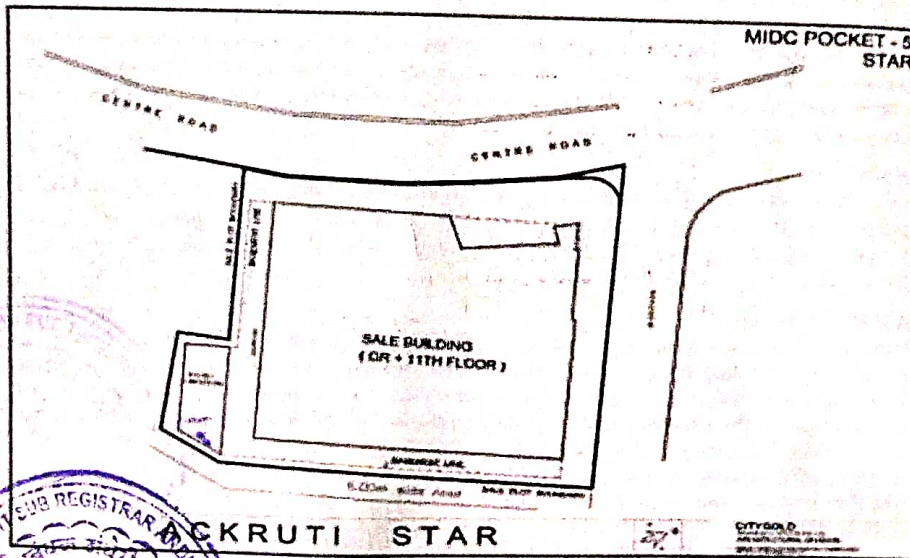
(The Description of the said "Sale Sub Plot Land"/"Building Land")

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. 1102 admeasuring 144.19 square meters of Carpet and attached Area admeasuring 0 sq. mtrs along with license to park 02 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.

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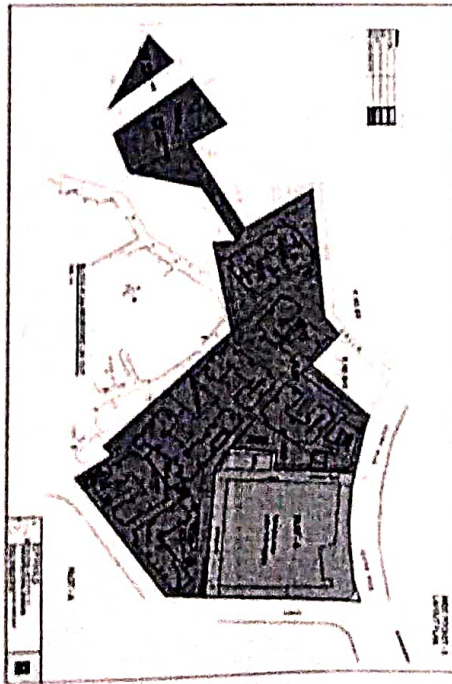
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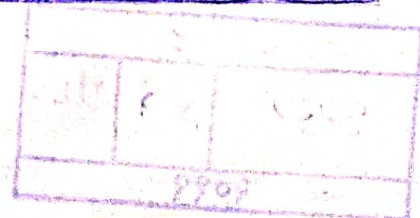
**SCHEDULE - 2 Part "A" ABOVE REFERRED TO**  
(The Description of Layout as proposed by the Promoter on the said "Entire Land" and the said "Sale Sub Plot Land")

| 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  | 1761.21 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 (cl)                  | 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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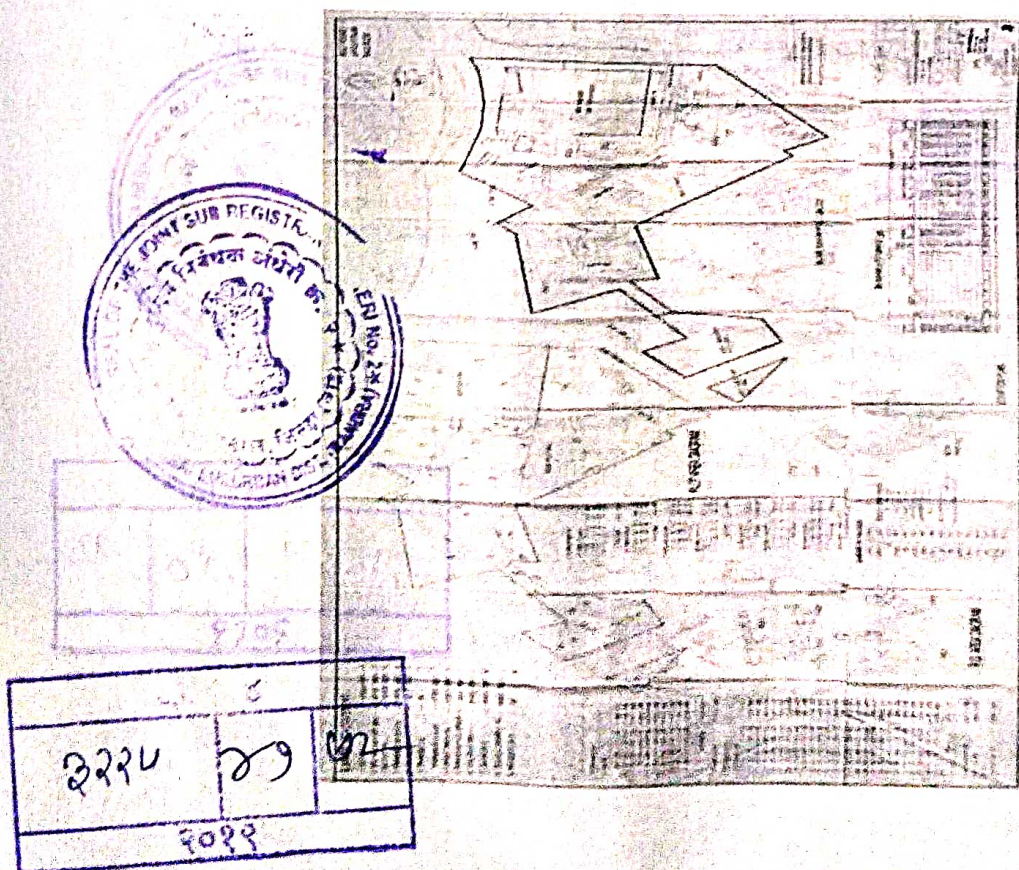
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**SCHEDULE - 2 Part "B" ABOVE REFERRED TO**  
 (The Description of Layout as Sanctioned on the said "Entire Land" and the said "Sale Sub Plot Land")

| 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)                     | Ackruti 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")



P  
 PROMOTER

Dhanu  
 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  | SALE SUB PLOT LAND |
| 1  | Open Spaces        | Year 2010    | -----NA-----       |
| 2  | RG                 | Year 2010    | -----NA-----       |
| 3  | Garden Space       | -----NA----- | -----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 &amp; 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 |

|       |    |    |
|-------|----|----|
| बदर-४ |    |    |
| ३२२०  | ४२ | ७२ |
| २०२२  |    |    |

PROMOTER

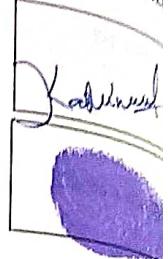
PURCHASER(S)

*Swami*

This page forms a part of the Agreement for Sale dated 30/03/2019 for sale of Unit No. 1102 on the 1st of the said Building known as Aekruti Star, executed between GIRAFFE DEVELOPERS PRIVATE LIMITED, MRS. KAVITA INDRA KUMAR SWAMI.

SIGNED, SEALED AND DELIVERED  
by the within named  
"Promoter"

)  
)  
)



GIRAFFE DEVELOPERS PRIVATE LIMITED  
(AUTHORISED SIGNATORY)

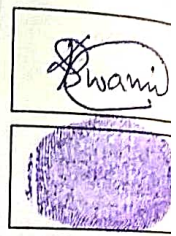
in the presence of..

- ~~1. *[Signature]*~~
2. *[Signature]*

SIGNED AND DELIVERED  
by the within named PURCHASER(S)

)

MRS. KAVITA INDRA KUMAR SWAMI



in the presence of..

- ~~1. *[Signature]*~~
2. *[Signature]*



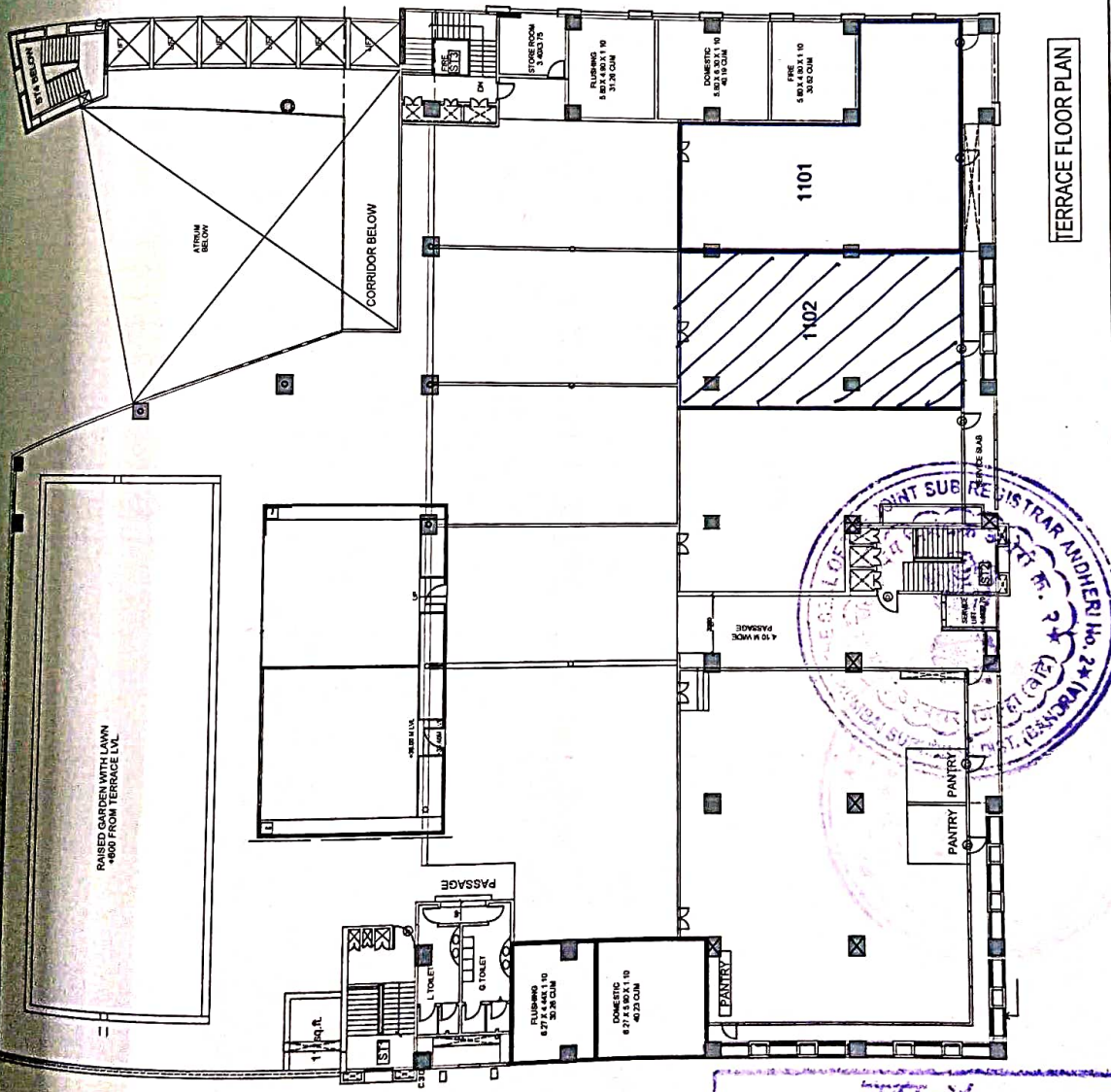
|          |    |    |
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| ಆಧಾರ್ ನಂ |    |    |
| ೨೨೨೪     | ೮೩ | ೦೨ |
| ೨೦೧೯     |    |    |

PROMOTER

PURCHASER(S)



STAR  
26-3-2019



TERRACE FLOOR PLAN

|      |     |  |
|------|-----|--|
| 3220 |     |  |
| 4E   | 102 |  |
| 2089 |     |  |

*Shruti*

*P*

**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. Akroti Nirman Ltd.  
Road No. 7, Akroti Trade Centre,  
Marol MIDC, Andheri (E),  
Mumbai-400 093.



**Full Occupation Certificate for sale building in Pocket No. 8 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, 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.

*Subi*  
23/12/10

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

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

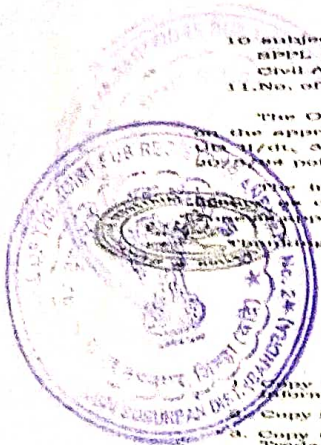
The Occupation for the sale building in Pocket 5 has been issued on the approval issued by UDD vide No. TEP/4300/1480/CIR-15/2000 dt. 11/01, 07/2/2000 and as per the minutes of the meeting held on 02/03/2000 at point No. 8 of agreement No. C-1/95-00.

The infrastructure charges @ 840/Bqmt. shall be paid by the consumer of excess P&I over the permissible P&I of the agreement approved by the CEO dated 14/10/2002.

Thanking you,

Yours faithfully,

*Subi*  
Deputy Engineer, MPA  
MIDC, Marol Sub-Division,  
Andheri (E), Mumbai-93



Copy submitted to the Executive Engineer, MIDC, Division I, for information, please.

Copy E-w's to Regional Office, MIDC, Thane for information.

Copy E-w's to M/s Cityold Management Services Pvt. Ltd., Akroti Trade Centre, Road No. 7, Marol MIDC, Andheri (E), Mumbai-400 093.

|      |    |    |
|------|----|----|
| 2224 | yc | 02 |
|------|----|----|

PROMOTER

PURCHASER(S)



30/03/2019

सूची क्र.2

दुय्यम निबंधक : सह. दु.नि. अंधेरी २

दस्त क्रमांक : 3227/2019

नोंदणी :

Regn:63m

गावाचे नाव : मुळगांव

|  |  |
|--|--|
| (1) विलेखाचा प्रकार  | करारनामा   |
| (2) मोबदला   | 32000000   |
| (3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)   | 31647000   |
| (4) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)   | 1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: युनिट 1102, माळा नं: 11 वा मजला, इमारतीचे नाव: आकृती स्टार, ब्लॉक नं: सेंट्रल रोड, एम आय डी सी, रोड नं: अंधेरी पूर्व मुंबई 400093, इतर माहिती: युनिट चे क्षेत्र मोफा प्रमाणे 144.19 चौ मी कार्पेट व्हिलेज मुळगाव सोबत 2 कार पार्किंग इतर माहिती व मिळकतीचे वर्णन दस्तात नमूद केल्याप्रमाणे ( ( C.T.S. Number : 96B (Pt), 144, 145, 146, 249 ; ) ) |
| (5) क्षेत्रफळ  | 1) 173.03 चौ.मीटर  |
| (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.   |  |
| (7) दस्तऐवज करून देणा-या/लिहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता. | 1): नाव:-जिराफ डेव्हलपर्स प्रायवेट लिमिटेड चे ऑथो.सिग्रेटरी काळूराम कशिवले - वय:-44; पत्ता:-ऑफिस नं 111, ., जी विंग, आकृती कमर्शियल कॉम्प्लेक्स, आकृती सेंटर पॉईंट च्या फुडे, सेंट्रल रोड, एम आय डी सी, अंधेरी पूर्व मुंबई, कः आक्राळा ंईडक, 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:-कविता इंद्र कुमार स्वामी - - वय:-38; पत्ता:-2006, -, यारोव, नाहर अमृत शक्ती, चांदिवली, साकीनाका एस ओ मुंबई, साकीनाका, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400072 पॅन नं:-AKVPS3545D   |
| (9) दस्तऐवज करून दिल्याचा दिनांक   | 30/03/2019   |
| (10) दस्त नोंदणी केल्याचा दिनांक   | 30/03/2019   |
| (11) अनुक्रमांक, खंड व पृष्ठ   | 3227/2019  |
| (12) बाजारभावाप्रमाणे मुद्रांक शुल्क   | 1920000  |
| (13) बाजारभावाप्रमाणे नोंदणी शुल्क   | 30000  |
| (14) क्षेत्र   |  |

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



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