



Date: 22nd November, 2012.

To,
Mr. Paresh Kumar G Suru,
Mr. Ashok Kumar G. Suru,
A/202, Saraswati Apt.,
Opp. Bhagawati Hospital,
S.V. Road, Borivali (W),
Mumbai - 400 103

Sub.: Agreement for Sale dated 17th October, 2012
Between
Metallica Industries Limited Vendors

And
Mr. Paresh Kumar G Suru & Anr. Purchaser/s

Re: Gala No.20 on the Seventh Floor in the building "Kamla Industrial Park" bearing Plot Nos. 138 - 141 ABCD, Kandivli Co-operative Industrial Estate, Charkop, Kandivli (West), Mumbai 400 067.

Dear Sirs,

Enclosed please find herewith Original Registered Agreement bearing Registration No.BRL7-9319-2012 dated 18th October, 2012 in the captioned matter.

Kindly acknowledge the receipt of the aforesaid.

Yours truly,
Metallica Industries Ltd.

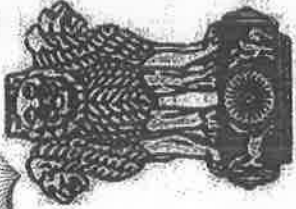
Authorised Signatory

Encl.: As above

(LOCKED BY BORIVALI-7)

INDIA NON JUDICIAL

Government of Maharashtra



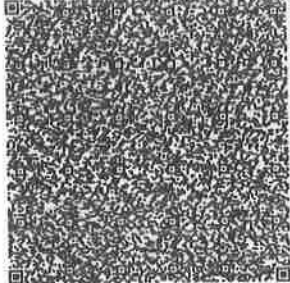
सत्यमेव जयते

e-Stamp

Issued by
Stamp Vending Corporation of India Ltd.
Location: VILE PARLE
PAN
Details can be verified at www.schilestamp.com

Certificate No. : IN-MH1791832407262K
Certificate Issued Date : 06-Oct-2012 12:38 PM
Account Reference : SHCIL (FI) mhshcil01/VILE PARLE/ MH-MSU
Unique Doc. Reference : SUBIN-MHSHCIL0112619192368789K
Purchased by : PARESH KUMAR G SURU AND ASHOK KUMAR G SURU
Description of Document : Article 25(b)(d) Conveyance
Property Description : GALA NO.20 7TH FLR KAMLA INDUSTRIAL PARK KANDIVALI INDUSTRIAL ESTATE CHARKOP KANDIVALI-W MUM-67
Consideration Price (Rs.) : 33,82,500
(Thirty Three Lakh Eighty Two Thousand Five Hundred only)
First Party : METALLICA INDUSTRIES LTD
Second Party : PARESH KUMAR G SURU AND ASHOK KUMAR G SURU
Stamp Duty Paid By : PARESH KUMAR G SURU AND ASHOK KUMAR G SURU
Stamp Duty Amount(Rs.) : 1,69,500
(One Lakh Sixty Nine Thousand Five Hundred only)

बाल - 9/	
e39e	9
२०१२	



प्रमाणपत्र तपासले बरोबर आढळेल

Please write below this line.....

लिपिक / बरीष्ठ लिपिक

AGREEMENT FOR SALE

This Agreement of Sale/Sale Deed is made at Mumbai on this 17th day of Oct, 2012

[Signature]

VENDOR

10084266557

Statutory Alert:
1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.schilestamp.com"

SHCIL- MAHARASHTRA

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

Tel : 022-61778151
E-mail :

Mode of Receipt

Receipt Id RECIN-MHSHCIL0111627347940171K
Receipt Date 06-OCT-2012

Account Id mhshcl01
Account Name SHCIL- MAHARASHTRA

Received From	PARESH KUMAR G SURU AND ASHOK KUMAR G SURU	Pay To	
Instrument Type	PAYORDER	Instrument Date	
Instrument Number	754199	Instrument Amount	
Drawn Bank Details		169500 (One Lakh Sixty Nine Thousand Five Hundred only)	
Bank Name	U B I	Branch Name	MUMBAI
Out of Pocket Expenses	0.0 ()		



[Handwritten Signature]

[Handwritten Signature]

बल - ७/	
e.39e	2
२०१२	



X

Receipt

(to be filled in by the client)

SHCIL E-Stamping		Stamp Duty Paid by		<input type="checkbox"/> 1st Party	<input checked="" type="checkbox"/> 2nd Party
Stamp Duty Purchased By	Pooresh Kumar G Suroo n Gok		<input type="checkbox"/> Cash	<input type="checkbox"/> Cheque	<input type="checkbox"/> DD
Stamp Duty Amount	₹ 1.69.500/-	Type of Payment	<input type="checkbox"/> RTGS	<input type="checkbox"/> Account to Account Transfer	<input type="checkbox"/> NEFT
Cheque/DD/PO/UTR/REF/Account No.	01754197				
Bank Name	UNION BANK OF INDIA		Date	5/10/2012	
Counter Signature with Seal				MUMBAI	



2392 2
2012


AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai this 17th day of OCTOBER, 2012;

BETWEEN

METALLICA INDUSTRIES LIMITED, a Company incorporated under the Companies Act, 1956, having its registered office at Plot No. 138 to 141 ABCD, Kandivali Co-operative Industrial Estate, Charkop, Kandivali (West), Mumbai 400 067, hereinafter referred to as the "THE VENDORS" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the **ONE PART;**


The Vendors


The Purchaser/s

said Lease Deed dated 20th November 1976 is hereto annexed and marked as **Annexure "A"**;

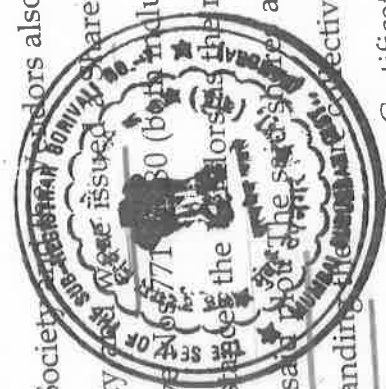
And whereas in or about 16th January 1987, M/s. Metallica Works Pvt. Ltd. converted itself into a Public Limited Company and is now known as "Metallica Industries Limited" (the Vendors). A copy of the Fresh Certificate of Incorporation dated 16th January 1987 of Metallica Industries Limited is hereto annexed and marked as **Annexure "B"**;

2088
e31e y

And whereas in or about 1988, the Vendors along with all the other lessees of the Government Industrial Estate made representation to the Government to convert the leasehold rights into ownership for the progress and security of the tenure;

And whereas it was not possible for the Government to deal with all the lessees of the Government Industrial Estate for collection of Lease rentals, administrative charges, management of the Industrial Estate, etc. and therefore, in the year 2002, the Government incorporated a Society namely as "**Kandivli Co-operative Industrial Estate Limited**" ("**the said Society**") for the purpose of collection of rents, management and administration of the Industrial Estate and allotted the entire land of the Government Industrial Estate to the said Society;

And whereas all the lessees of the Government Industrial Estate became the members of the said Society. The Vendors also being one of the Member of the said Society and the said Society issued a Share Certificate bearing No. 248 having Distinctive No. 177180 (both inclusive) ("**the said Shares**") and in the circumstances the Vendors are the members of the said society are holding the said plot of the said share and the said plot along with the structures standing thereon are collectively referred to as "**the said property**". A copy of the said Share Certificate No. 248 is hereto annexed and marked as **Annexure "C"**;



The Vendors

The Purchaser/s

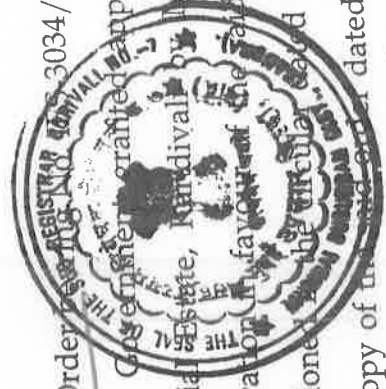
And whereas by a Memorandum bearing No.Land 2687/1875/Pra.Kra. 2914/(Part-2)/J-3 dated 25th April 2003 issued by the Revenue & Forest Department, the Government decided to transfer the Government Industrial Estate at Mauje Kandivali in favour of Maharashtra Industrial Development Corporation (MIDC) through the Industry Energy and Labour Department on the terms and conditions mentioned in the Memorandum and to give its management to Maharashtra Industrial Development Corporation. A copy of the said Memorandum dated 25th April 2003 alongwith English translation of the same is hereto annexed and marked as Annexure "D";

And whereas by an Order bearing No.C/Karya-7B/62/K.I.E/Kavi-121/02 dated 2nd July, 2003, the Collector of Mumbai Suburban District transferred the entire industrial estate to the Maharashtra Industrial Development Corporation (MIDC) through Industry Energy and Labour Department for industrial purposes and public purpose and with encroachment as existing with liabilities of recovery of all government dues. A copy of the said Order dated 2nd July 2003 alongwith English translation of the same is hereto annexed and marked as Annexure "E";

hereto annexed and	
e31e	Er
Possession Receipt	

And whereas the City Survey Officer, Borivali by a dated 23rd January 2004, handed over the documentary possession of the Kandivali Industrial Estate to MIDC, Regional Officer. A copy of Possession Receipt dated 23rd January 2004 alongwith English translation of the same is hereto annexed and marked as Annexure "F";

And whereas by an Order bearing No. 3034/7971/Udyog-18 dated 30th April, 2004, the Government granted approval for transferring Government Industrial Estate, Kandivali to Maharashtra Industrial Development Corporation in favour of the said Society on the terms and conditions mentioned in the circular dated 30th April, 2004 issued by Government. A copy of the said Order dated 30th April, 2004 along



The Vendors

The Purchaser/s

with English translation of the same is hereto annexed and marked as Annexure "G";

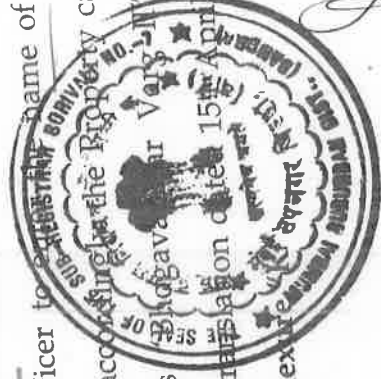
And whereas Maharashtra Industrial Development Corporation (MIDC), by an Order dated 10th May, 2004 bearing No. MIDC/Mubhuvapua/Kandivali.I.E./Transfer/531, directed the Regional Officer, MIDC, Thane to handover the possession of the said plot along with other immovable property as specified therein and the entire Government Industrial Estate to the said Society. A copy of the said Order dated 10th May, 2004 alongwith English translation of the same is hereto annexed and marked as Annexure "H";

And whereas Maharashtra Industrial Development Corporation by a Possession Receipt dated 12th May, 2004 handed over documentary possession of said plot alongwith other immovable property to the said Society. A copy of possession receipt dated 12th May, 2004 alongwith English translation of the same is hereto annexed and marked as Annexure "I";

English translation of the same is hereto annexed and marked as	
	E39C
	U
	Provided a letter

And whereas the Collector, Mumbai Suburban District dated 5th March, 2008 addressed to the City Survey Officer, directing the City Survey Officer to take appropriate actions to enter the name of the said Society in the Property Card as "Bhogavatadar Varg II". A copy of the letter dated 5th March, 2008 alongwith English translation is hereto annexed and marked as Annexure "J";

And whereas the Collector, Mumbai Suburban District issued a letter dated 15th April 2008, addressed to the City Survey Officer, directing the City Survey Officer to enter the name of the said Society in the property card and accordingly the Property Card reflects the name of the said Society as "Bhogavatadar Varg II". A copy of the letter alongwith English translation dated 15th April, 2008 is annexed hereto and marked as Annexure "K";



The Vendors

The Purchaser/s

20

And whereas by an Order bearing No. G.A.Bhu.A./CTS.3B/Shek.Du/S.R. 1195/2011/3175 dated 20th August 2011, the Collector, Mumbai Suburban District has ordered that the Property Register card of the said plot bearing C.T.S. No. 349, 349/1, 350, 350/1, 351, 351/1, 352 and 352/1 situate at Revenue Village Kandivali, Taluka Borivali be cancelled and in lieu thereof the new property card bearing Plot No. 138, 139, 140, 141 be recorded and the area of the said plots i.e. Plot No. 138, 139, 140 and 141 has been fixed at 6645.1 sq. mtrs. and the balance area of 555.0 sq. mtrs. is mentioned towards road widening. A copy of

939e	2
------	---

the said Order dated 20th August 2011 is annexed hereto and marked as/ **Annexure "L"**;

And whereas by Order bearing No. C/Karya-7B/Ka-O-Va/2012 dated 24th April 2012 and by Order bearing No. C/Karya-7B/Kaavi-780/Ka-O-Va/2012 dated 25th April 2012, the Collector, Mumbai Suburban District has given its No Objection for the utilization of the T.D.R. and has granted the permission to the Vendors for sale/transfer of Galas to be constructed by consuming FSI/ TDR on the said property to various purchasers subject to the payment of the transfer fees in respect of the transfer of the said Galas respectively and the Vendors have complied with all the terms and conditions mentioned in the said Orders. A copy of the said Order dated 24th April 2012 alongwith English translation and 25th April 2012 alongwith English translation is hereto annexed and marked as **Annexure "M"** and **Annexure "N"** respectively;

And whereas the said Society has also by their letter dated 20th June, 2007 addressed to Metallica Industries Limited granted NOC for reconstruction of the said property marked as **Annexure "O"**;



And Whereas vide Deed of Assignment of Rights Agreement dated 27th October 2007 duly registered with the Sub-Registrar of Assurances at Serial No.BDR6-1127-2008 dated 04th August 2008 entered by and between

The Purchaser/s

The Vendors

the Vendors herein and Kamla Corporate Park, the Vendors had granted development rights to the Developers for redevelopment of the said property on the terms and conditions mentioned therein;

And whereas the Purchaser/s herein / _____

_____ ("The First Purchaser/s") had approached Kamla Corporate Park for the purchase of the Gala being Gala No. 20

admeasuring 320 sq. ft. (Carpet area) alongwith Loft

admeasuring 90 sq. ft. on the 7th Floor with amenities

hereinafter referred to as "the said Gala" in the building, "KAMLA INDUSTRIAL PARK" to be constructed on the said property for total

consideration of Rs. 33,82,500/- (Rupees Thirty Three

Lac Eighty Two Thousand Five Hundred

_____ Only). and in pursuance thereto, the Purchaser/s / the First

Purchaser/s had paid an amount of Rs. _____ / - (Rupees _____

2009-10
by way of part
e
2002

_____ Only) to Kamla Corporate Park as and by way of part consideration in respect of the said Gala;

And whereas, the Vendors and Kamla Corporate Park on mutual understanding cancelled the said Development Rights Agreement dated 27th October 2007 and the re-development of the said property was thereafter taken over by the Vendors/themselves and vide a Letter of Consent, Kamla Corporate Park have informed about the same to the Purchaser/s and also transferred an amount of Rs. _____

(Rupees _____ Only) to the Vendors

herein whereon the Purchaser/s herein / the First Purchaser/s has given his/her/their confirmation to the aforesaid. A copy of the said Letter of consent is hereto appended as Annexure "O-1";

And whereas the said Gala was originally allotted to the First Purchaser/s and thereafter the said Purchaser/s has/have transferred/sold/assigned the said Gala to the Purchaser/s herein with



The Vendors

The Purchaser/s

due confirmation of the Vendors and thereafter it was agreed between the Vendors, the First Purchaser/s and the Purchaser/s herein that amount of Rs. _____ (Rupees _____ Only) lying in the name of the First Purchaser/s shall be transferred to the account of the Purchaser/s herein and all the further payments in respect of the said Gala shall be paid by the Purchaser/s herein to the Vendors; (If applicable)

And whereas the Vendors have entrusted the work of constructing new Building/s to Kamla Corporate Park by entering into formal agreement as required under the law and on the terms and conditions mentioned therein;

FORM - 19/	
e 39e	90
2022	

And Whereas the Vendors have appointed Shri. B. S. Joshi, Architect from M/s. Brighton Architects (India) Pvt. Ltd., Architect, registered with the Council of Architects and have appointed P.T. Gala & Company, Structural Engineers, as Structural Engineers for the preparation of the structural design and drawings of the building and the Vendors have accepted the professional supervision of the said Architects and Structural Engineers till the completion of the building;

And whereas in the circumstances the Vendors are developing the said Property by constructing a building thereon comprising of Ground Floor + Eight Upper Floors which they have named "KAMLA INDUSTRIAL PARK" (hereinafter referred to as "the said Building") as per the plans sanctioned by the Municipal Corporation of Greater Mumbai. The I.O.D. has been issued by the M.C.G.M. vide No. EB/CE/A-4446/BS/AR dated _____ 2008 and Commencement Certificate bearing No. CH/ _____ and the said Commencement Certificate 2009. A copy of the said I.O.D. and the said Annexure "I" is hereto annexed and marked as Annexure "I" and Annexure "I" respectively;




The Vendors


The Purchaser/s

And whereas while sanctioning the said plans, the concerned local authority and/ or government has laid down certain terms, conditions, stipulations and restrictions which have to be observed and performed by the Vendors while developing the said property and the said Building and upon the due observance and performance thereof the Completion Certificate and Occupation Certificate in respect of the said Building shall be granted by the Municipal Corporation of **Sl. No. 9/** Mumbai; **2312** **99** **30&31** **"KAMLA INDUSTRIAL PARK"** is

And whereas the building named "KAMLA INDUSTRIAL PARK" is being constructed by taking benefit of deficiency in open space concession;

And whereas the Purchaser/s herein has/have demanded from the Vendors and the Vendors have given inspection to the Purchaser/s of all the documents of title relating to the said Property, the plans, design and specifications prepared by the Vendor's Architects and the bye-laws of the said Society and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made hereunder and the Purchaser/s is/are fully satisfied with respect to the rights of the Vendors in respect of the said property;

And whereas the Purchaser/s has agreed to obey and follow the rules and regulations as stated in Annexure "U".

And whereas also enclosed herewith are the following

Annexures:

Annexure "P" - Title Certificate
Advocate.

Annexure "Q" - Property Register Card of the said Plot.

The Vendors

The Purchaser/s



Annexure "R" - Typical Floor Plan.

Annexure "S" - Copy of the I.O.D.

Annexure "T" - Copy of Commencement Certificate.

Annexure "U" - List of Rules and Regulations.

Annexure "V" - List of Amenities.

विल - ७/	
६३९६	७३
२०१३	

And whereas under Section 4 of the Maharashtra Ownership Flats (Regulations of the Promotion of Construction, Sale Management and Transfer) Act 1963, the Vendors are required to execute a written Agreement for Sale of the said Gala to the Purchaser/s being in fact these presents and also to get the same registered under the Indian Registration Act, 1908 (Act 16 of 1908).

**IT IS NOW HEREBY AGREED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:-**

1. Various recitals mentioned hereinabove shall be treated as a part and parcel of this Agreement as if the same have been reproduced in verbatim under these presents.
2. The Vendors are constructing the said Building known as "KAMLA INDUSTRIAL PARK" comprising of Ground Floor + Eight Upper Floors on the said Property in accordance with the plans, designs and specifications approved by the concerned local authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Vendors, at their discretion considered necessary or as may be required by the concerned local authority/ Government to be made in them or any of them.
3. The Purchaser/s has/have seen the building plans and also the particulars of the specifications in accordance with which the said Building is being constructed. The Purchaser/s agrees that the Vendors shall be entitled, at their discretion, to make such



The Vendors

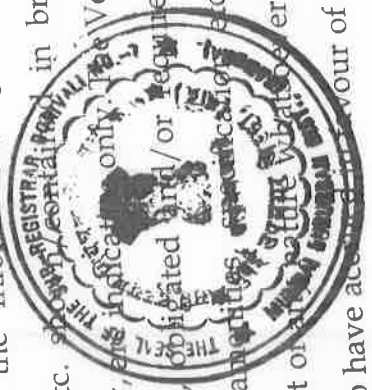
The Purchaser/s

changes in the building plans (including construction of additional areas/ floors and change of user of the area therein) as the Vendors may from time to time determine or as may be required by the Municipal Corporation of Greater Mumbai and other concerned authorities and the Purchaser/s hereby agrees to the same provided however that in doing so, the area of the said Gala of the Purchaser/s shall not be reduced. The Vendors shall not be required to take further permission of the Purchaser/s for the same. This shall operate as an irrevocable consent in writing of the Purchaser/s in favour of the Vendors carrying out such changes in the building plans. The said building will be constructed in accordance with the Specification contained in the Schedule.

<u>Specification</u>	2088
E 39e	93

4. The Purchaser/s confirms that the Vendors ~~have given full, free~~ and complete inspection of documents of title in respect of the said Property and the Purchaser/s confirms that he/she/they has/have entered into this Agreement after inspecting all relevant documents. The Purchaser/s have prior to the execution of this agreement satisfied himself/herself/themselves about the title of the Vendors to the said property and the Purchaser/s agree that he/she/they shall not be entitled to further investigate the title to the said Property or to the rights of the Vendors to develop the same and no requisition or objection shall be raised upon it or any matter relating thereto.

5. It is agreed that the information, specifications, amenities, layout, pictures etc. ~~shown~~ in brochure shown to Purchaser/s, if any, ~~shall be~~ ^{indicated only.} The Vendors shall not be liable, responsible, ~~liable~~ ^{obligated and/or} required to provide any and/or all such amenities, ~~specifications~~ ^{etc.} as contained in brochure. No right or ~~claim~~ ^{claim} whatsoever shall be construed and/or deemed to have accrued ~~in favour~~ ^{in favour} of any person and/or Purchaser/s from or by virtue of brochure etc. The Vendors





 The Purchaser/s

_____ The Vendors

shall not be liable and/or responsible for any loss, damages, cost, charges, expenses suffered/incurred and/or likely to be suffered and/or incurred by any person and/or Purchaser/s. No person or Purchaser/s shall have any right or be entitled to claim or enforce any right based on brochure etc.

6. The Purchaser/s shall purchase from the Vendors the Gala being Gala No. 20 admeasuring 320 sq. ft. (Carpet area) alongwith Loft admeasuring 90 sq. ft. on the 7th Floor with amenities hereinafter referred to as "the said Gala" in the said building "Kamla Industrial Park" for total consideration of Rs. 33,82,500/- (Rupees Thirty Three Lac Eighty Two Thousand Five Hundred Only). The Typical

Floor Plan in respect of the said Gala is hereinafter annexed and marked Annexure "R".

सिटी - 67	
E-39E	98
The said Gala are as per	

7. The common areas and facilities for the said Gala are as per particulars given in the Second Schedule hereunder written.

8. The Purchaser/s shall pay an amount of Rs. 33,82,500/- (Rupees Thirty Three Lac Eighty Two Thousand Five Hundred Only) as the purchase price in respect of the said Gala. The purchase price is inclusive of the proportionate price of common areas and facilities of the said Building.

9. The said purchase price of Rs. 33,82,500/- (Rupees Thirty Three Lac Eighty Two Thousand Five Hundred Only) shall be paid by the Purchaser/s to the Vendors in accordance with the installments as under, time for payment being of the essence.

a. Rs. 5,00,000/-



[Signature]
The Vendors

[Signature]
The Purchaser/s

completion of the 7th Slab;

f. Rs. /-
(Rupees Only) shall be payable within 7 (Seven) days from receipt of the written intimation for completion of the brick work, plastering

g. Rs. /-
(Rupees Only) shall be payable within 7 (Seven) days from receipt of the written intimation of occupation certificate ~~completion of external plaster~~ of the said building;

h. Rs. 2,50,000 /-
(Rupees Two Lac Fifty Thousand Only) shall be

payable on the possession of the said Gala being handed over to the Purchaser/s.

over	<u>to the</u>	<u>9/</u>
	<u>espe</u>	<u>94</u>
	<u>2022</u>	

On completion of each stage of construction mentioned above, the Vendors shall intimate the completion thereof to the Purchaser/s and the Purchaser/s shall pay the same to the Vendors within 7 (Seven) days of receipt of the written intimation.



10. In the event of the Purchaser/s making default in the payment of any instalment of the purchase price to the Vendors (time being the essence of the contract) or in observing and performing any of the terms and conditions of this agreement, the Purchaser/s shall be liable to pay interest on the defaulted

The Vendors

The Purchaser/s

amount @ 21 % p.a. from the due date of payment till payment to and realization thereof by the Vendors, however if the delay is for more than 30 (thirty) days then the Vendors shall be at liberty to terminate this Agreement after giving a notice in writing demanding the amount not paid and in the event the money remains unpaid within 7 (Seven) days from the receipt of such notice, the Vendors shall in its discretion terminate this agreement and shall forfeit the earnest money paid by the Purchaser/s and all the balance monies paid hereunder by the Purchaser/s shall be refunded after deducting the expenses incurred by the Vendors till date of termination without any interest within 60 (Sixty) days after such termination and the Vendors shall be entitled to sell and/or dispose off the said Gala to any third party and the Purchaser/s herein upon termination as contemplated will have no right to object to the sale/ disposal of the said Gala by the Vendors and/or claim any amount/compensation from the Vendors in respect thereof.

बिना - 5/
Page 90
२०१४

11. Without prejudice to the above and other rights of the Vendors under this Agreement and/or in law the Purchaser/s shall be liable to pay to the Vendors interest at the rate of 21% per annum on all amounts due under this Agreement, if such amounts remain unpaid for 7 (seven) days or more after becoming due.

12. The Vendors agree to give possession of the said Gala to the Purchaser/s on or before November 2014 subject to the same being ready for use and occupation and provided all amounts due and payable by the Purchaser/s under this agreement are paid to the Vendors. The Vendors shall incur any liability whatsoever if they are unable to deliver possession of the said Gala by the aforesaid date if the delay is caused by reason of unavailability of building materials, electric connections, water supply, or due to strike, civil commotion or any act of God such as an earthquake, flood or any other natural



[Signature]
The Purchaser/s

calamities and act of enemy or any other cause beyond the control of the Vendors or due to any order or notice of the Collector, any tribunal/Court which affects the construction work and in such event the Vendors shall be entitled to reasonable extension of time for delivery of possession of the said Gala. If the Vendors fail to give possession of the said Gala to the Purchaser/s on the aforesaid date or the extended time, then, it shall be at the option of the Purchaser/s to terminate this Agreement in which event the Vendors shall within two weeks of receiving notice to that effect from the Purchaser/s refund to the Purchaser/s all the monies paid by the Purchaser/s to the Vendors herein together with simple interest at the rate of 9% per annum from the date of receipt of the respective amounts by the Vendors till repayment.

19/	
R 398	92
2000	

13. The Purchaser/s shall have no claim in the said property save and except in respect of the said Gala agreed to be purchased by him/her/them. All open spaces, lobbies, terraces areas, etc. will remain the property of the Vendors.

14. It is agreed that upon full payment having been made by the Purchaser/s to the Vendors and the Occupation Certificate of the said building having been received and all the Galas being sold by the Vendor and the Purchaser/s having been offered possession of the said Gala, the Purchaser/s shall be inducted as shareholder/s in the Vendor's Company. It is also made clear and understood by the Purchaser/s that till the full payment is made by the Purchaser/s to the Vendors and the Occupation Certificate in respect of the said building including the said Gala is obtained and all the Galas are sold by the Vendor, the Purchaser/s shall not be entitled to require the Vendor to induct him/herself as the shareholder/s in the Vendor's Company and the decision of the Vendors in respect of transfer of shares, the number and amount of shares to be





 The Purchaser/s

transferred shall be final.

15. It is agreed that from date of the possession of the said Gala being handed over to the Purchaser/s, the Purchaser/s shall be liable to pay the proportionate share of the outgoings in respect of the said building namely local taxes, betterment charges, assessment charges, society charges or such other levies by the concerned local authority, Collector, Society, etc. to the Vendors and the Vendors shall in turn on the behalf of the Purchaser/s shall pay the same to the said society;

16. The Purchaser/s hereby agrees that if any amount by way of premium/transfer fee or any other amount is payable to the Government, the Collector, any local authority, ~~etc. then the~~ 2392 19/ same shall be paid by the Purchaser/s in proportion ~~to the area~~ 94 occupied by the Purchaser/s.

2392	19/
94	

17. The Purchaser/s hereby agrees that if any additional FSI or TDR/FSI for the additional construction is permitted by the Municipal Corporation of Greater Mumbai or any other local body or concerned authority on the said building and/or the said property for any reason whatsoever, the Vendors have the unqualified and unfettered right at any time to construct additional floors on the said Building by bringing in TDR on the said Property as the Vendors shall, at their absolute discretion decide for which purpose the Vendors have the absolute right to amend, vary or make such changes in the building plans, and after the completion of the construction to dispose off the Gala in such additional construction with the adjoining terrace as the Vendors deem fit. The Purchaser/s also agrees to extend all co-operation during the construction of the said building. The Purchaser/s hereby irrevocably agrees and authorizes his/her/their consent to the Vendors for ~~bringing in TDR~~ such amendments, variation, alteration or modification to the plans and carrying



The Vendors

The Purchaser/s

out such construction work and disposing off such Gala with adjoining terrace or the terrace of the building. The Vendors shall not be required to take any further permission from the Purchaser/s.

18. It is clearly understood and agreed by the Purchaser/s that the Vendors have the unqualified and unfettered right at any time, to utilize the FSI /TDR-FSI at present applicable to the said property. In case the FSI is increased at any time in future, such increase shall ensure to the benefit of the Vendors alone without any rebate to the Purchaser/s and the Vendors shall be free either to load the FSI on the Building being constructed or obtain

Development Right Certificate from the Appropriate Authorities and transfer the same on some other property or to sell the same at appropriate costs.

अप्रीमेटिव्ह/	२३१९	२०
२०१२		

19. The Vendors shall be entitled to amalgamate and/or further amalgamate the said Property more particularly described in the First Schedule hereunder written with any other property or properties which they are at present seized and possessed of or to which they may hereafter become entitled with the sanction of the Municipal Corporation of Greater Mumbai.

20. It is hereby expressly understood and agreed by and between the parties that the Vendors have the unqualified and unfettered right to sell on ownership basis the terrace space in front of or adjacent to or above the terrace Galas to Purchaser/s of such Gala and such terraces so that the terrace space is exclusively to the respective Purchaser/s of the terrace Galas and the terrace spaces are intended for the exclusive use of the respective terrace Gala holders. The Purchaser/s of the terrace Galas shall be entitled to use the same for all purposes which may be deemed to be permissible by law. However, the Purchaser/s of the terraces shall not enclose or cover the terraces without the permission of the concerned



The Vendors

The Purchaser/s