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20/10/12

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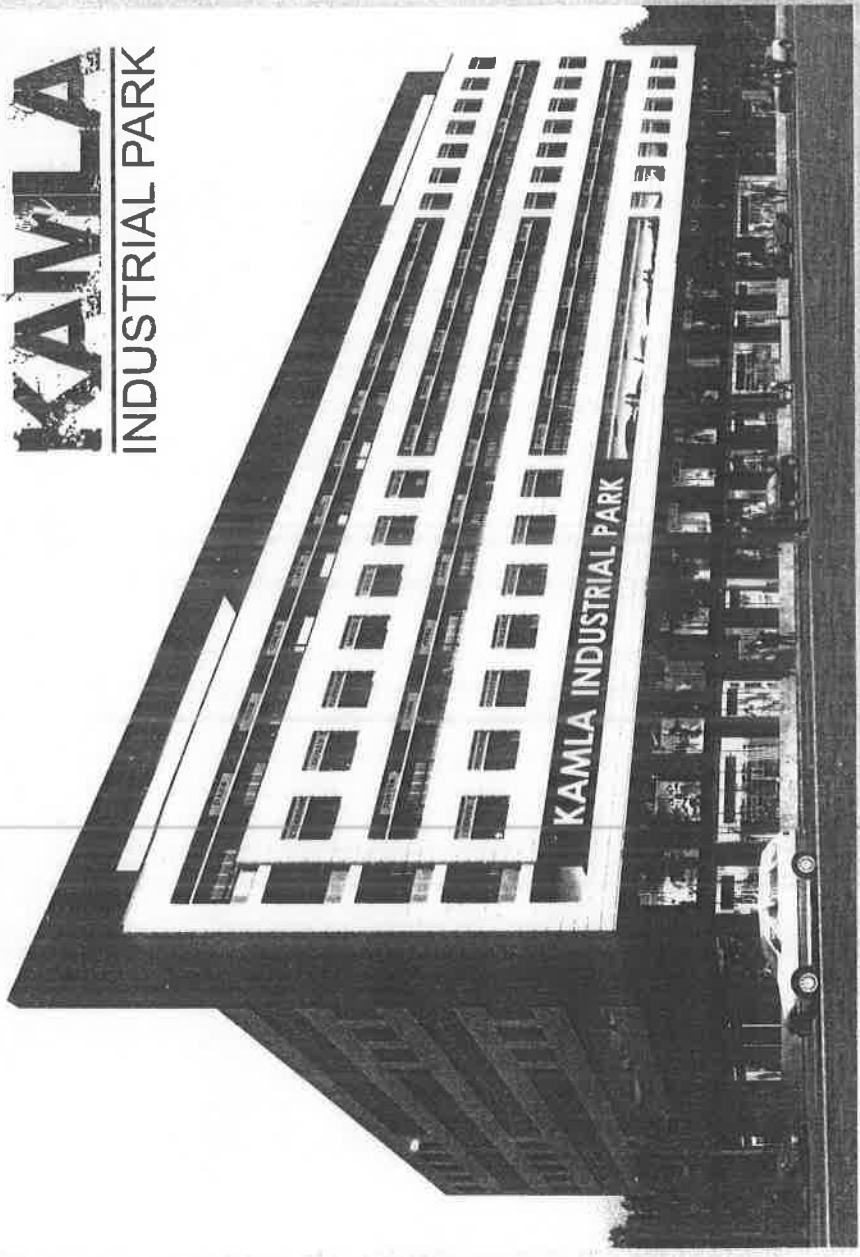


KAMLA LANDMARC GROUP  
Aspirations Located

# AGREEMENT FOR SALE

METALLICA INDUSTRIES LIMITED

**KAMLA**  
INDUSTRIAL PARK



Name : PARESHKUMAR G. SURU & ANR.

Gala No. : 22 - 7<sup>TH</sup> FLOOR.



METALLICA INDUSTRIES LIMITED

Date: 23rd October, 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.22 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.BRL7-9321-2012 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



Thursday, October 18, 2012  
3:05 PM

पावती

Original/Duplicate  
नोंदणी क्र.: 39म  
Regn.: 39M

पावती क्र.: 9795 दिनांक: 18/10/2012

गावाचे नाव: कादिवली  
दस्तावेजाचा अनुक्रमांक: बरल7-9321-2012  
दस्तावेजाचा प्रकार : करारनामा  
सादर करणाऱ्याचे नाव: परेशकुमार जी. सुर

नोंदणी फी  
दस्त हाताळणी फी  
पृष्ठांची संख्या: 200

₹. 30000.00  
₹. 4000.00

एकूण: ₹. 34000.00

आपणास हा दस्तावेज अंदाजे 3:25 PM ह्या वेळेस मिळेल.

बाजार मुल्य: ₹. 4404000/-

भरलेले मुद्रांक शुल्क : ₹. 230000/-

(एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक  
क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

मुद्रांक नियम:

- 1) देयकाचा प्रकार: By Cash रक्कम: ₹ 4000/-
  - 2) देयकाचा प्रकार: By Demand Draft रक्कम: ₹. 300000/-
- डीडी/धनादेश/पै ऑर्डर क्रमांक: 754203 दिनांक: 05/10/2012  
बँकेचे नाव व पत्ता: Union Bank Of India, Branch Mangalore

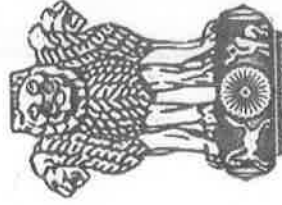
सद: दुय्यम निबंधक बोरीवली-७,  
मुंबई उपनगर जिल्हा,  
मोबदला: ₹. 4592500

₹. 34000.00



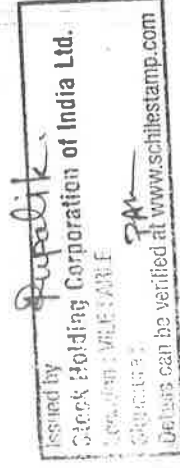
(LOCKED BY BORIVALI-7)

**INDIA NON JUDICIAL**



सत्यमेव जयते

**Government of Maharashtra**



**Certificate No.**

**Certificate Issued Date**

**Account Reference**

**Unique Doc. Reference**

**Purchased by**

**Description of Document**

**Property Description**

**Consideration Price (Rs.)**

**First Party**

**Second Party**

**Stamp Duty Paid By**

**Stamp Duty Amount(Rs.)**

: IN-MH11791996348533K

: 06-Oct-2012 12:42 PM

: SHCIL (FI) mhshcil01/ VILE PARLE/ M/S

: SUBIN-MHMHSHCIL011261899930

: PARESH KUMAR G SURU AND

: Article 25(b)(to(d) Conveyance

: GALA NO.22 7TH FLR KAMLA INDUSTRIAL

: INDUSTRIAL ESTATE CHARKO

: 45,92,500

: (Forty Five Lakh Ninety Two Thousand

: METALLICA INDUSTRIES LTD

: PARESH KUMAR G SURU AND ASHOK KUMAR G SURU

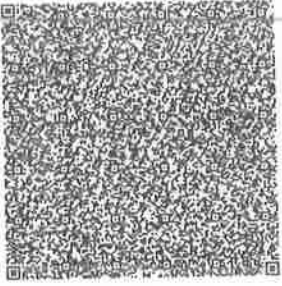
: PARESH KUMAR G SURU AND ASHOK KUMAR G SURU

: 2,30,000

: (Two Lakh Thirty Thousand only)



बल - ७/
९३२७ ९
२०१२



..... Please write or type below this line.....

**प्रमाणपत्र तपासले बरोबर आढळले**

**लिपिक / वरीष्ठ लिपीक**

0004266556



**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.shcilestamp.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

Account Id mhshcili01  
Account Name SHCIL- MAHARASHTRA

Receipt Id RECIN-MHMHSHCIL0111627428271793K  
Receipt Date 06-OCT-2012

Received From	PARESH KUMAR G SURU AND ASHOK KUMAR G SURU	Pay To
Instrument Type	PAYORDER	Instrument Date
Instrument Number	754202	Instrument Amount
Drawn Bank Details		
Bank Name	U B I	Branch Name
Out of Pocket Expenses		0.0 ( )



बल - ७/	
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*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten mark]*

SHCIL E-Stamping Receipt

To be filled in by the client.



Stamp Duty Purchased By	PARESH KUMAR G. SURU AND ORS		Stamp Duty Paid by	<input type="checkbox"/> 1st Party <input checked="" type="checkbox"/> 2nd Party	
Stamp Duty Amount	₹ 230,000/-	Type of Payment	<input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> DD <input checked="" type="checkbox"/> Pay-Order <input type="checkbox"/> NEFT <input type="checkbox"/> RIGS <input type="checkbox"/> Account to Account Transfer	Date	
Cheque/ DD/ PO/ UTR/ REF/ Account No.	754202		MUMBAI		
Bank Name	UNION BANK		Branch		
Counter Signature with Seal					



बल - ७/	
०३२७	३
१७७७७	

AGREEMENT FOR SALE


THIS AGREEMENT FOR SALE is made and entered into at Mumbai this 17<sup>th</sup> 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

AND

Mr. Parash Kumar G. Sury & Mr. Ashok Kumar

G. Sury

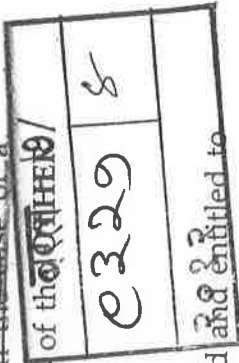
Indian Inhabitant(s)/a-Partnership  
firm registered under the Indian Partnership Act/ a company  
registered under Companies Act, 1956, residing at/ having address at

A/202, Saraswati Apt., Opp. Bhagwati Hospital,

S.V. Road, Borivali (West), Mumbai - 400103

\_\_\_\_\_, hereinafter referred to as "THE

**PURCHASER/S"** (which expression shall unless it be restricted to the context or meaning thereof be deemed to mean and include the case of individual persons, his/her/his/their heirs, executors, administrators and permitted assigns, (b) in the case of a partnership firm, the partner/s for the time being consisting of all partners or survivor/s of them and the heirs, executors and administrators and permitted assigns of the last surviving partner, (c) in the case of a company, its successors-in-title and permitted assigns) of the \_\_\_\_\_ PART.



Whereas Government was absolutely seized, possessed and entitled to various pieces and parcels of land at Kandivali (West), Charkop and with a view to develop the same as an Industrial Zone, the Government established an Industrial Estate (hereinafter referred to as a "Government Industrial Estate") and vide Lease Deed dated 20<sup>th</sup> November 1976, the Additional Collector of Bombay Suburban District have granted lease for 30 years to M/s. Metallica Works Pvt. Ltd. in respect of all that piece and parcel of land being Plot Nos.138 to 141 ABCD (corresponding C.T.S. No. 349, 349/1, 350, 350/1, 351, 351/1, 352 and 352/1) of Revenue Village Kandivali, Taluka Borivali, Charkop, Kandivali (West), Mumbai 400 067 ("the said Plot") admeasuring 6785 sq. mtrs. as per the said Lease Deed, however as per the PR Cards the area of the said Plot is 7200.1 sq. mtrs.) and the said plot is more particularly described in the First Schedule hereunder. A copy of the

\_\_\_\_\_

The Vendors

\_\_\_\_\_

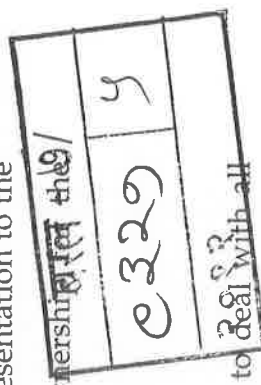
The Purchaser/s

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

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



**And whereas** in or about 1988, the Vendors along with all the 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 convert the leasehold rights 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 and the Vendors also being one of the Member of the said Society and were issued a Share Certificate bearing No. 248 having Distinctive Nos. 771 to 780 (both inclusive) ("**the said Shares**") and in the circumstances the Vendors as the members of the said society are holding the said plot. The said shares 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

Pra.Kra. 2914/(Part-2)/J-3 dated 25<sup>th</sup> April 2003 issued by

& Forest Department, the Government decided

Government Industrial Estate at Mauje Kandivali

Maharashtra Industrial Development Corporation (MIDC)

Industry Energy and Labour Department on the terms and

mentioned in the Memorandum and to give its management to

Maharashtra Industrial Development Corporation. A copy of

Memorandum dated 25<sup>th</sup> 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 2<sup>nd</sup> 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 2<sup>nd</sup> July 2003

alongwith English translation of the same is hereto annexed and

marked as Annexure "E";

**And whereas** the City Survey Officer, Borivali by a Possession Receipt

dated 23<sup>rd</sup> January 2004, handed over the documentary possession of

the Kandivali Industrial Estate to MIDC, Regional Officer. A copy of

Possession Receipt dated 23<sup>rd</sup> January 2004 alongwith English

translation of the same is hereto annexed and marked as Annexure "F";

**And whereas** by an Order bearing No. IES-3034/7971/Udyog-18 dated

30<sup>th</sup> April, 2004, the Government granted approval for transferring

Government Industrial Estate, Kandivali by Maharashtra Industrial

Development Corporation in favour of the said Society on the terms

and conditions mentioned in the circular dated 30<sup>th</sup> April, 2004 issued

by Government. A copy of the said order dated 30<sup>th</sup> April, 2004 along



Copy of the said /	
English translation of	३३२७
	२०१२

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 10<sup>th</sup> May, 2004 bearing Mubhuvapua/Kandivali.I.E./Transfer/531, directed the 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 10<sup>th</sup> 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 12<sup>th</sup> May, 2004 handed over documentary possession of said plot alongwith other immovable property to the said Society. A copy of possession receipt dated 12<sup>th</sup> May, 2004 alongwith English translation of the same is hereto annexed and marked as Annexure "I";

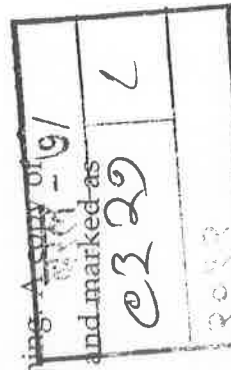
And whereas the Collector, Mumbai Suburban District issued a letter dated 5<sup>th</sup> March, 2008 addressed to the City Survey Officer, directing the City Survey Officer to take appropriate actions to enter the name of the said Society in the Property Card as "Bhogavatadar Varg II". A copy of the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

And whereas the Collector, Mumbai Suburban District issued a letter dated 15<sup>th</sup> 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 15<sup>th</sup> April, 2008 is annexed hereto and marked as Annexure "K";

The Vendors

The Purchaser/s

**And whereas** by an Order bearing No. G.A.Bhu.A./CTS.3B/Shek.Div/ S.R. 1195/2011/3175 dated 20<sup>th</sup> August 2011, the Collector Suburban District has ordered that the Property Register said plot bearing C.T.S. No. 349, 349/1, 350, 350/1, 351, 352/1 situate at Revenue Village Kandivali, Taluka Bori Taluka, Mumbai Suburban District bearing the new property card bearing cancelled and in lieu thereof the property card bearing Nos. 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. Accordingly the said Order dated 20<sup>th</sup> August 2011 is annexed hereto and marked as **Annexure "L"**;



**And whereas** by Order bearing No. C/Karya-7B/Ka-O-Va/2012 dated 24<sup>th</sup> April 2012 and by Order bearing No. C/Karya-7B/Kaavi-780/Ka-O-Va/2012 dated 25<sup>th</sup> 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 24<sup>th</sup> April 2012 alongwith English translation and 25<sup>th</sup> 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 20<sup>th</sup> June, 2007 addressed to Metallica Industries Limited granted NOC for reconstruction of the said property. A copy of the said Letter dated 20<sup>th</sup> June, 2007 is hereto annexed and marked as **Annexure "O"**;

**And Whereas** vide Development Rights Agreement dated 27<sup>th</sup> October 2007 duly registered with the Sub-Registrar of Assurances at Serial No.BDR6-1127-2008 dated 04<sup>th</sup> February 2008 entered by and between

\_\_\_\_\_ The Vendors

\_\_\_\_\_ The Purchaser/s

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. 22

admeasuring 430 sq. ft. (Carpet area) ~~with~~ <sup>with</sup> Loft admeasuring 126 sq. ft. on the 7<sup>th</sup>

hereinafter referred to as "the said Gala" in \_\_\_\_\_

INDUSTRIAL PARK" to be constructed on ~~the~~ <sup>the</sup> said property for ~~the~~ <sup>the</sup> consideration of Rs. 45,92,500 /- (Rupees Ninety Two Thousand Five Hundred


Only) and in pursuance thereto, the Purchaser/s the First Purchaser/s had paid an amount of Rs. \_\_\_\_\_ /- (Rupees \_\_\_\_\_


\_\_\_\_\_ Only) to Kamla Corporate Park as and by way of ~~Rs. 9/~~ Rs. 9/ consideration in respect of the said Gala;

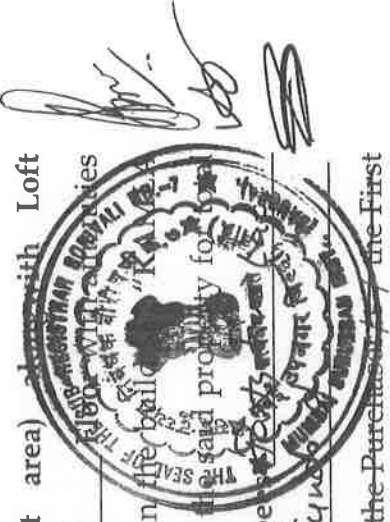
And whereas the Vendors and Kamla Corporate Park ~~by mutual understanding cancelled the said Development Rights Agreement dated 27<sup>th</sup> October 2007 and the re-development of the said property was thereafter taken over by the Vendors themselves and vide a Letter of Consent, Kamla Corporate Park 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 annexed and marked as **Annexure "O-1"**;

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

  
The Vendors

  
The Purchaser/s



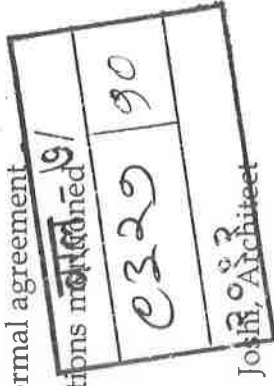
by way of <del>Rs. 9/</del> <u>Rs. 9/</u>	
<u>0329</u>	<u>e</u>

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 \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only)

lying in the name of the First Purchaser/s shall be paid to the account of the Purchaser/s herein and all the in respect of the said/Gala shall be paid by 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;



And Whereas the Vendors have appointed Shri. B. S. Joshi, Architect, registered 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 1<sup>st</sup> July, 2008 and Commencement Certificate bearing No.CHE/A-4446/BP (WS)/AR dated 21<sup>st</sup> October, 2009. A copy of the said I.O.D. and the said Commencement Certificate is hereto annexed and marked as Annexure "S" and Annexure "T" 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 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 Mumbai;



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

अंश - 9/ open space	
९३२९	९९

**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 copies of the following Annexures:

Annexure "P" - Title Certificate issued by Vivek Kumar Maurya, 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.



And whereas under Section 4 of the Maharashtra Owners' (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 Registration Act, 1908 (Act 16 of 1908).

Registered under the	Registration No.
Registration Act, 1908	92

**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, have 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 required by the Municipal Corporation of Greater Mumbai and other concerned authorities and the Purchaser/s if by 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 permits, approvals or 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 specifications contained in the Schedule.



Specification/	
0329	93
given full, free	

4. The Purchaser/s confirms that the Vendors have 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/contained in brochure shown to Purchaser/s, if any, are indicative only. The Vendors shall not be liable, responsible, obligated and/or required to provide any and/or all such amenities, specification etc. as contained in brochure. No right of any nature whatsoever shall be construed and/or deemed to have accrued in favour of any person and/or Purchaser/s from or by virtue of brochure etc. The Vendors

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The Purchaser/s



shall not be liable and/or responsible for any loss, cost, charges, expenses suffered/incurred and/or suffered and/or incurred by any person and/or person or Purchaser/s shall have any right or enforce any right based on brochure etc.



6. The Purchaser/s shall purchase from the Vendors the Gala being  
Gala No. 22 admeasuring 430 sq. ft. (Carpet area)  
alongwith Loft admeasuring 126 sq. ft. on the 7<sup>th</sup>  
Floor with amenities hereinafter referred to as "the said Gala" in  
the said building "Kamla Industrial Park" for total  
consideration of Rs. 45,92,500/- (Rupees Forty Five Lac  
Ninety Two Thousand Five Hundred Only). The Typical

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

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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. 45,92,500/-  
(Rupees Forty Five Lac Ninety 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. 45,92,500/- (Rupees Forty  
Five Lac Ninety Two Thousand Five Hundred  
Only) shall be paid by the Purchaser/s to the Vendors  
in accordance with the instalments as under, time for payment  
being of the essence: -

a. Rs. 1,00,000/-

(Rupees One Lac)

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The Vendors

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by way of part consideration of this Agreement (the payment and receipt whereof the Vendor hereby acknowledges and acknowledge);

b. Rs. 42,42,500/- (Rupees Forty Two Lac Forty Two Thousand Five Hundred Only) shall

be payable within 7 (Seven) days from registration of this Agreement.

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(Rupees \_\_\_\_\_ Only) shall be

payable within 7 (Seven) days from receipt of the written intimation for completion of the 5<sup>th</sup> slab;

d. Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) shall be

payable within 7 (Seven) days from receipt of the written intimation for completion of the 6<sup>th</sup> slab;

e. Rs. \_\_\_\_\_ ((Rupees \_\_\_\_\_ Only) shall be

payable within 7 (Seven) days from receipt of the written intimation for

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The Vendors

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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 amount remains unpaid within 7 (Seven) days from the receipt of the 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 amount 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 such sale/ disposal of the said Gala by the Vendors and/or claim any amount/compensation from the Vendors in respect thereof.



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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, 2013 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 not incur any liability whatsoever if they are unable to deliver possession of the said Gala by the aforesaid date if the construction work is delayed by reason of unavailability of building materials, electric connections, water supply, or due to strike, civil commotion or any act of God such as a earthquake, flood or any other natural



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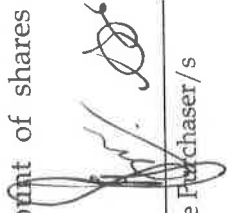
calamities and act of enemy or any other cause beyond the control of the Vendors or due to any order or notice of the Collector, any tribunal/Court which affects the construction work and in such event the Vendors shall be entitled to reasonable extension of time for delivery of possession of the said 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 the Agreement in which event the Vendors shall without prejudice to the receiving notice to that effect from the Purchaser/s 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.



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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, terrace 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 demand and/or require the Vendor to induct him/her/them 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 Vendors

The Purchaser/s

transferred shall be final.



15. I hereby agree that from date of the possession of the said Property being handed over to the Purchaser/s, the Purchaser/s shall be liable to pay the proportionate share of the outgoings of the said building namely local taxes, betterment assessment charges, society charges or such other levies 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 same shall be paid by the Purchaser/s in proportion to the area occupied by the Purchaser/s.
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 work of the said building. The Purchaser/s hereby irrevocably agrees and gives his/her/their consent to the Vendors for carrying out such amendments, variation, alteration or modification to the plans and carrying

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out such construction of any terrace adjoining off such Gala with adjoining terrace of any building. The Vendors shall not be required to obtain any further permission Subject to the Purchaser/s.

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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.
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 sold shall belong exclusively to the respective Purchaser/s of terrace Galas and the terrace spaces are intended for the exclusive use of the respective terrace Gala holders. The Purchaser/s of the terrace shall be entitled to use the same for all purposes whatsoever as permissible by law. However, the Purchaser/s of the terraces shall not enclose or cover the terraces without the permission of the concerned

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authorities and no action thereon shall be provided to other Gala Holders from the time of the said Purchaser/s of the attached schedule.

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21. It is hereby expressly agreed and provided that as long as it does not in anyway affect or prejudice the rights hereunder granted in favour of the Purchaser/s in respect of the said Gala, the Vendor/s agreed to be purchased by the Purchaser/s, the Vendors shall be at liberty to sell, assign, mortgage, encumber or otherwise deal with or dispose off their rights, title or interest in the said Property or in the building to be constructed by the Vendors. In the event of the Vendors mortgaging the said property along with the said building with any Bank, financial Institution, etc., if the Purchaser/s intends to create charge over the said Gala and/or obtain loan on the said Gala, the Vendors will obtain prior NOC from such Bank, financial Institution, etc. for creating such charge/ obtaining loan on the said Gala. Any mortgage or any other encumbrance created by the Vendors on the said property shall be cleared by the Vendors on their own prior to the Occupation Certificate being obtained in respect of the said Building.

22. The Vendors shall be at liberty and are hereby permitted to make variations in the layout/ elevation of the said Property and/or the building including relocating the open spaces/ garden spaces as circumstances may require or at the sole discretion of the Vendors. The Purchaser/s expressly consents to such variation subject to that the area of the said Gala shall not be reduced.

23. As soon as the said Building is notified by the Vendors as complete, each of the Purchaser/s of the Gala (including the Purchaser/s herein) shall pay the respective arrears of the price payable by him/her/them together with the various charges,

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deposits, etc. payable as mentioned hereinbelow within the stipulated period of 30 days individually or to be displayed in any prominent place in the said Building. If any of the Purchaser/s fail to pay the arrears in spite of the notice the Purchaser/s shall be liable to pay interest on the defaulted amount @ 21 % p.a. from the due date of arrears till payment to and realization thereof by the Vendors.

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24. The building shall be constructed and completed in accordance with the plans and specifications as approved by the Municipal Corporation of Greater Mumbai with such modifications thereto as may be made by the Vendors as herein above set out and if any defect in the building or materials used is brought to the notice of the Vendors within a period of 3 (Three) years from the date of the occupation certificate, it shall where ever possible be rectified by the Vendors without further charge to the Purchaser/s who have purchased Gala in the said Building. In case there shall be any dispute as regards any defect in the building or materials used or any unauthorised change in the construction, or as to whether it is reasonably possible for the Vendors to rectify any such defect or change or regards the amount of reasonable compensation payable in respect of such defect or change which cannot be or is not rectified by the Vendors the matter shall within the said period of 3 (Three) years be referred to the decision of the authority specified in Sub-Section (2) of Section 7 of the Maharashtra Ownership Flats Act 1963.

25. In the event the Purchaser/s breach any of the aforesaid provisions, he/she/they alone shall be liable and responsible for any damage that may be caused to any portion of the said Building and shall be liable to make good such damage at his/her/their own costs.

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The Purchaser/s

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26. If any car-park space/s is/ are allotted to the Purchaser/s, the same shall not be used for any purpose other than parking his/her/their motor vehicles.

27. The Vendors shall in respect of any amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement have a first lien and charge on the said Gala & agreed to be purchased by the Purchaser/s.

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28. Commencing from the date of the Vendors handing over the possession of the said Gala to the Purchaser/s and so long as the Galas in the said Building shall not be separately assessed for Municipal property taxes, water rents and outgoings, the Purchaser/s shall pay to the Vendors every month on pro-rata basis his/her/their share of Municipal Taxes, water tax, society charges, other outgoings as per clause 29 (e) and as more particularly mentioned in the Third Schedule hereunder written assessed on the whole building.

29. The Purchaser/s shall on or before the delivery of the possession of the said Gala pay to the Vendors the following amounts:

- a. Rs.10,000/- Non-refundable amount towards Legal Charges;
- b. Rs.50,000/- Non-refundable deposit towards installation of transformer, cable, electric meter, water meter etc;
- c. Rs. 41,750/- Non refundable amount for Development Charges;
- d. Rs.10,000/- (Approximate) Non-refundable amount towards various expenses/charges for induction of the Purchaser/s as the Shareholder of the Vendors' company;

e. Rs. 1,00,200/- 12 months Ad-hoc deposit towards proportionate share of taxes, maintenance and other charges.

Rs. 2,11,950/-  
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Total

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The Vendors

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The Purchaser/s

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