



CHALLAN  
MTR Form Number-6

DEFACED FOR RS: 30000.00

CRN		MCHN CODE		FORM CODE		FORM ID	
Department		Type of Payment		AMOUNT		USER	
Sr No		Deface Number of Registration		30000.00		10R127 (RDRA)	
Type of Payment		Ordinary Collection (SR)		30000.00		12/08/2015-13:51:10	
Office Name		BD 74 - IT SUB REGISTRAR ANDHERI 2		TAX ID (If Any)		Payer Details	
Location		MUMBAI		PAN No. (If Applicable)		BCLPC0819L	
Year		2015-2016 One Time		First Name		STANLEY L CHETTIAR	
Account Head Details		Amount In Rs.		Flat/Block No.		FLAT NO 1462 ACAGIA	
003063301 Amount of tax		20000.00		Premises/Building			
				Road/Street		ANDHERI EAST	
				Area/Locality		MUMBAI	
				Town/City/District			
				PIN		4 0 0 0 5 9	
				Remarks (If Any)			
				PAN2=AAACN1884C-Second Party Name=NFE			
				PA REAL ESTATE'S PVT LTD-			
Total		30000.00		Amount In Words		Thirty Thousand	
Payment Details		BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK			
Cheque/DD Details		Bank Clk. RET		020004201506208287		15/08/2015	
Cheque/DD No		Date		20/08/2015-08:23:27			
Name of Bank		Validity unknown		Bank-Branch		BANK OF MAHARASHTRA	
Name of Branch		Digitally signed by VILLYN TREASURY		Scroll No., Date		50622, 22/08/2015	
Mobile No. : Not Available		Order: 2015/08.08					
		15:49:51 GST					
		Reason: Secure Document					
		Location: India					

GST-X

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15/11	2/11



CHALLAN  
MTR Form Number-6

DEFACED FOR RS: 681000.00

GRN		AMOUNT		FORM ID	
Department		Date		Form ID 25.2	
Type of Payment		Stamp Duty		Payer Details	
Office Name		Full Name		PAN No. (If Applicable)	
Location		Flat/Block No.		Full Name	
Year		Premises/Building		Road/Street	
Account Head Details		Amount in Rs.		Area/Locality	
0030045501 Sale of non-judicial Stamp		681000.00		MUMBAI	
Remarks (If Any)		PAN2=AAACN1RR1C -Secur.cPty.Nom=NEE		PA REAL ESTATES PVT LTD-	
Total		Amount in Words		4 0 0 0 5 0	
581000.00		Six Lakh Eighty One Thousand Rupees Only			
Payment Details		Bank CIN		HEF No.	
BANK OF MAHARASHTRA		003004301506282860		23156882	
Cheque-DD Details		Date		Bank-Branch	
Cheque/DD No.		20-08-2015		BANK OF MAHARASHTRA	
Name of Bank		Scroll No.		Date	
Validity unknown		5015		20-08-2015	
Name of Branch		Digitally signed by		Reason: I am a	
MUMBAI		VIRAJA TREASURY		Document	
Mobile No.		Date		Location: India	
		2015-08-06			
		15:52:07			



487-38

487-38



पत्र - ४	
५८५५	१७०



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुद्रांकन अहवाल सन 2013

1. दस्तावा प्रकार :- लेखरनामा अनुसूच क्रमांक 24 ए
2. सादरकर्त्याचे नाव :- स्टेनली थुरस चेव्हीयार
3. तालुका :- मुंबई / अंधेरी-2 / बोरीवली / फुला
4. गावाचे नाव :- मरोक
5. नगरभुनापन क्रमांक/सर्व्हे क्र./अतिंग भुखंड क्रमांक :- 384 अ/9
6. भुल्य दरविभाग (खोना) :- 83 उपविभाग 29e
7. निळकतीचा प्रकार :-  खुली जमीन  निवासी  कार्यालय  दुकान  औद्योगिक  
प्रति चौ.मी.दर :- 300000
8. दस्तात जमुद केलेल्या निळकतीचे क्षेत्रफळ :- 102.08 कागद / रित्त अप चौ.मीटर / फूट
9. कारपार्किंग :- 9-910 चौ.मीटर चौ.मीटर :-
10. मजला क्रमांक :- 28 वा मजला उदवहन सुविधा अहो/नाही
11. बांधकाम वर्ष :-            घमारा :-
12. बांधकामाचा प्रकार :-  आरआरसी / इतर पक्के / अर्धे पक्के / फळे
13. मानारभुस्यदर लक्ष्यातीत मार्गदर्शक सुचना क्र. :-            ज्याच्या दिलेली पट / माड
14. भाडेकरू व्याप्त निळकत असल्यास :- 1. त्याचम ताब्यातील क्षेत्रजुने क्षेत्र :-  
2. गमीन इमारतीत दिलेले क्षेत्र :-  
3. भाड्याची रक्कम :-
15. लिख अॅन्ड तापसन्तघा दस्त :- 1. प्रतिमाद भाडे रक्कम :-  
निवासी / उर्ध्विवासी 2. अनामत रक्कम / अगदू भाडे :-  
3. मजतागणी :-
16. निर्धारित केलेले बाजारनूल्य
17. दस्ताच्या दर्शविलेली मोकदला



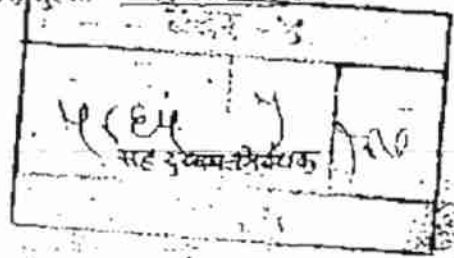
६६५६०००१-  
७३६७८६२५१-

$300000 + 57 \times 102.08 \times 3.90 = 6526020$

$300000 + 57 \times 38.63 \times 0.24 \times 3.90 = 428836$

6954856

18. देय मुद्रांक शुल्क :- ६,००,०००/- भासेले मुद्रांक शुल्क :- ६,८२,०००/-
19. देय नोंदणी फी :- ३०,०००/-




दिनांक



२३३ - ०	
५२०५	११००



**CHALLAN**  
MTR Form Number-6

GRN	MH001652244201516M	BARGODE	[Barcode]		Date	17/06/2015-18:44:34	Form ID	252
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Stamp Duty			TAX ID (If Any)				
	Stamp Duty			PAN No. (If Applicable)	BCUPC068L			
Office Name	BDR1_JT SUB REGISTRAR ANDHRA PRADESH			Full Name	STANLEY L CHETTIAR			
Location	MUMBAI			Flat/Block No.	FLAT NO 14C2 ACACIA			
Year	2015-2016 One Time							
Account Head Details		Amount In Rs.	Premises/Building					
3030045501 Sale of Non-Judicial Stamp		681000.00	Road/Street					
			Area/Locality					
			Town/City/District					
			PIN					
			Remarks (If Any)					
			PAN2=AA... CityName=NEE					
			PA REAL ESTATES PVT LTD-					
								
			Amount In	Six Lakh Eighty One Thousand Rupees Only	970			
Total		681000.00	Words					
Payment Details		BANK OF MAHARASHTRA			FOR USE IN RECEIVING BANK			
Cheque/DD Details		Bank CIN	RFF No.	0230001201532087803	253106847			
Cheque/DD No		Date		20/06/2015-09:10:10				
Name of Bank		Bank-Branch		BANK OF MAHARASHTRA				
Name of Branch		Scroll No. / Date		Not Verified with Scroll				

Mobile No. : Not Available



*apd*



RECORD		
4/1/19	1	200







**CHALLAN**  
MTR Form Number-6

GRN	MH001682413221518M	BARCODE			Date	17/06/2015-15:51:10	Form ID
Department	Inspector General Of Registration			Payer Details			
Type of Payment	Registration Fee			TAX ID (If Any)			
	Ordinary Collections IGR			PAN No. (If Applicable)	BCUJCG619I		
Office Name	BDR4_JT SUB REGISTRAR ANDH-CRI 2			Full Name	STANLEY L CHEYTIAR		
Location	MUMBAI			Flat/Block No.	FLAT NO 1402 ACACIA		
Year	2015 2016 One Time			Premises/Building			
Account Head Details		Amount in Rs.	Remarks (If Any)				
0030003001	Amount of Tax	30000.00	PAN2=AAACN14010-60001PayerName=NEC PA REA... (illegible)				
Total		30000.00	Amount in Words	Thirty Thousand Rupees Only			
Payment Details			FOR USE IN RECEIVING BANK				
BANK OF MAHARASHTRA			Bank CIN	REF No	023U0L42015062362872		253557207
Cheque/DD Details			Date	20/06/2015-09:12:37			
Name of Bank			BANK OF MAHARASHTRA				
Name of Branch			Scrub No. Date				



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बंद - ५		
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**AGREEMENT FOR SALE**

THIS AGREEMENT is made at Mumbai on this 30<sup>th</sup>  
day of JUNE, 2015.

BETWEEN

**NEEPA REAL ESTATES PRIVATE LIMITED**, a Company incorporated under the provisions of Companies Act, 1956 having its registered office at Hallmark Business Plaza, 1201, 1203, 1204, 12<sup>th</sup> floor, Sant Dyaneshwar Marg, Near Guru Nanak Hospital, Kalanagar, Bandra (E), Mumbai - 400 051, hereinafter referred to as the "**Owner**" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successor/s and assigns) of the **ONE PART**;

AND

Mr/Mrs/Miss/Mesrs. STANLEY LOUIS CHETTIAR

Indian Inhabitant(s) residing at 901 IVORY HEIGHT BUILDING,

KANAKIA ROAD BANDRA (E)

OR

a partnership firm registered under the Indian Partnership Act 1932 and carrying on Business at \_\_\_\_\_

OR

a Company registered under the Indian Companies Act 1913 / Companies Act 1956 / Companies Act 2013 having its registered office at \_\_\_\_\_



कर - 8		
1000	99	900

(Signature of Owner)

(Signature of Purchaser/s)

hereinafter called "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/s, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a Partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in case of a HUF the members of HUF from time to time and the last surviving member of the HUF and the heirs, executors, administrators and assigns of such last surviving member of the HUF and in the case of a company or a society or a body corporate, its successors and permitted assigns) of the OTHER PART;

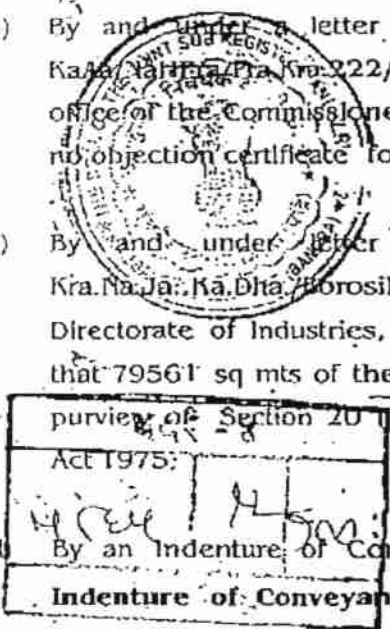
**WHEREAS**

a) Borosil Glass Works Limited was the erstwhile owner of a large tract of land situated at Village Marol, Taluka Andheri District of Mumbai City and Mumbai Suburban; and was running a factory thereon;

b) By and under a letter dated 21<sup>st</sup> November 2009 bearing no Kra.Na.Ja.Ka.Dha/Pra.Kro.222/2009/Karyasan-7 issued by the Labour office of the Commissioner, the Labour Commissioner has granted its no objection certificate for closure to the factory standing thereon;

c) By and under a letter dated 29th May 2010 bearing no Kra.Na.Ja.Ka.Dha/Borosil Glassworks /2010/C-7186 issued by the Directorate of Industries, the Directorate of Industries has informed that 79561 sq mts of the large tract of land does not fall within the purview of Section 20 (1) of the Urban Land Ceiling and Regulation Act 1975;

d) By an Indenture of Conveyance dated 27th August 2010 ("said Indenture of Conveyance") made by and between Borosil Glass Works Limited (hereinafter referred to as "Borosil") therein referred to as the "the Vendor" of the one part and Neepa Real Estates Private Limited, therein referred to as the "the Purchaser" of the other part (hereinafter referred to as "the Owner") and registered with the office



  
(Signature of Owner)

  
(Signature of Purchaser/s)

of Sub-Registrar of Assurances at Bandra under Serial No.8183 of 2010, Borosil has (i) granted, sold, conveyed and assigned unto the Owner a large piece and parcel of Land and bearing CTS Nos. 246, 340, 341A, 343A, 344A, 345A, 345/1 to 345/55, 345/56A, 345/57A, 345/58A/1, 345/59, 345/61A to 65, 345/69 to 345/72, 348, 349, 350, 353, 355A, 357, 401 and S.No.32A Hissa No.6 admeasuring in the aggregate 68,789.54 (sixty eight thousand seven hundred and eighty nine point fifty four) square metres or thereabouts together with structures standing thereon; (ii) transferred, assigned and assured unto the Owner, all its leasehold right, title and interest acquired from the Owner Mr. Khodabux Abdul Kehman to all that piece or parcel of Property or ground, bearing Survey No.21 Hissa No.1 admeasuring 756 (seven hundred and fifty six) square yards or thereabouts and Survey No.24 Hissa No.3 admeasuring 4930 (four thousand nine hundred and thirty) square yards or thereabouts aggregating to 5686 (five thousand six hundred and eighty six) square yards equivalent to 4753.46 (four thousand seven hundred and fifty three point forty six) square meters or thereabouts together with the structures standing thereon ("the Leasehold Land") for a unexpired balance period of 999 (nine ninety nine) years subject to the payment of rent reserved thereunder and the performance and observance of the covenants and the conditions contained therein; and (iii) granted, transferred and assured unto the Owner herein, all its right and interest it may have in law or in equity to all that piece and parcel of Property bearing CTS Nos.337-A/1(P), 337-A/2(P), 345/60 (part), 388 (part), 437 (part), 438 (part), 463-A (part), 466 (part), 469 (part), 657 (part) admeasuring in the aggregate 569.72 (five hundred and sixty nine point seventy two) square metres or thereabouts together with structures standing thereon for the consideration and in the manner therein specified. The lands described in (i) , (ii) and (iii) are collectively referred to as the said Larger Property ("the said Larger Property") and is more particularly described in the **First Schedule** hereunder written. Thus the Owner is well and sufficiently entitled to the said Larger Property;

- e) By and under Indenture of Conveyance dated 1st April 2011 and bearing no BDRI/5313 of 2011 made by and between Mr. Abdul Kehman Khuda Baksh and 8 others being the heirs of Mr. Khodabux Abdul Kehman as Vendor of the One Part and Borosil Glass Works

(Signature of Owner)

(Signature of Purchaser/s)

Limited as the Purchaser/s of the Other Part, Mr Abdul Rehman Khuda Baksh and ors sold, transferred and conveyed all their reversionary rights in the Leasehold Land to the Borosil Glass Works Ltd. Thus Borosil Glass Works Ltd is the owner of the said Leasehold Land and Neepa Real Estates Private Limited (the Owner herein) is the Lessee in respect of the said Leasehold Land for the unexpired balance period of the Indenture of Lease Dated 7th August 1962:

- f) The Owner has prepared a layout in respect of a portion of the said Larger Property and is more particularly described in the **Second Schedule** hereunder written and shown delineated on the **Plan** annexed hereto as **Annexure "A"** and shown in **ORANGE** colour Boundary line ("**the said Property**"). The Owner proposed to develop the said Property in a phased manner by developing thereon 1 (One) Building known as "**Vasant Oasis**", comprising of approximately 20 wings. (Wing 1 to 20 are residential wings or commercial wings). Each wing comprises of lower basement and upper basement with stilt, first and second podium and 22 floors or upper floors as permitted by the concerned authorities from time to time. The Owner reserves the right to develop the said Property as per D.C. regulation along with such additions, modifications, changes, revisions and alterations as per the requirements of the Owner and permitted by the concerned authority from time to time. The Owner, proposes to develop the above mentioned two basements as public parking only, if permitted by the Brihanmumbai Municipal Corporation (hereinafter referred to as the "BMC") or such area as may be permitted by BMC for parking (hereinafter referred to as the "**Public parking**") and would accordingly be entitled to hand over the abovementioned Public Parking in the Building known a "**Vasant Oasis**" to the BMC, after the same is developed.

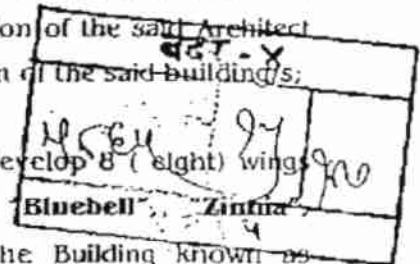
- g) The layout at present prepared by the Owner is a tentative layout, showing inter alia the different portions of the said Property presently envisaged to be developed by the Owner and is liable to be changed or revised as per the requirements of the Owner and/or the BMC. The Owners reserve the right to alter the layout/make variations in the entire layout or any part thereof (with such modifications thereto as

(Signature of Owner)

(Signature of Purchaser/s)

the Owner may from time to time determine) and in such phases and in such manner as the Owner may from time to time in their absolute discretion determine;

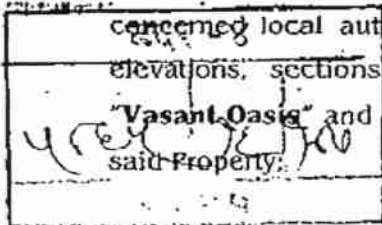
- h) The Owner shall be developing the said Property by putting up construction thereon, by utilizing Floor Space Index (F.S.I.) and/or Transferable Development Rights (T.D.R.) arising/emanating from the said Property (including portions thereof which are under D.P. Road/setback) and also outside T.D.R. The Owner also proposes to avail of additional FSI under the provisions of Regulation 33 (24) of the Development Control Regulations for Mumbai 1991 (D. C. Regulations). The Owner reserves the right to utilise such FSI on the said Property and handover portions of the said Property following the due process of the law;
- i) The said Property was under Special Industrial (1-2) Zone under the D.C. Regulations. However, the user of the said Property has been changed to Residential user as the same is evidenced from the Plans sanctioned by the BMC and as mentioned hereinafter;
- j) The Owner is well and sufficiently entitled to develop, construct, on, sell premises in and otherwise deal with and dispose of the said Property in accordance with the Plans sanctioned by the BMC;
- k) The Owner has entered into a prescribed agreement with the Architect registered with the Council of Architects and also appointed Structural Engineers for preparing structural designs, drawings and specifications of the building/s to be constructed on the said Property and the Flat Purchaser/s accepts the professional supervision of the said Architect and the said Structural Engineers till completion of the said building/s;
- l) In the third Phase the Owner proposes to develop 8 (eight) wings known as "Acacia", "Eliza", "Hana", "Bluebell", "Zinfra", "Petunia", "Daffodil" and "Camellia" of the Building known as "Vasant Oasis" shown on the layout plan annexed hereto as Annexure "A" in ORANGE colour hatched lines;



(Signature of Owner)

(Signature of Purchaser/s)

- m) The Owner through its Architects has hereafter submitted their Building plans in respect of the said plot to the BMC for sanction thereof and the requisite Intimation of Disapproval (IOD) and Commencement Certificate (C.C.) in respect of the said wing "Twelve" known as "ACACIA" hereinafter for sake of brevity known as "the said wing" in the Building known as "Vasant Oasis" has been received from the BMC vide IOD No. CHE/WS/0252/K/337 (New) and C. C. No. CHE/WS/0252/337/K(New) respectively. A copy whereof are hereto annexed and marked as Annexure "B" and "C" respectively. The said 8 (eight) residential wings comprise of lower basement, upper basement with stilt, first and second podium and 22 (twenty two) or upper floors as may be permitted by concerned authority.
- n) By and under Order bearing no C/Desk-III-C/LND/ NAP/SR-2009 dated 14-09-2011 read with Corrigendum bearing no. C/Desk-III-C/LND/NAP /SR-2009 dated 09-04-2013 the Collector, Mumbai Suburban District has issued Non Agricultural Permission in respect of the said Property. A copy whereof are Annexed hereto as Annexure "D";
- o) By and under order bearing reference No. C/Works-3 C/Amalgamation/ Sub-division/ SR1557 dated 08-08-2011 and order bearing reference No. C/Works - 3 C/Amalgamation/ Sub-division/ SR1557 dated 09-04-2011 the Collector Suburban District granted permission for amalgamation and subdivision of a portion of the said Larger Property, wherein ultimately the said Property, on which the Owner proposes to construct and develop the Building known as "Vasant Oasis" is assigned C.T.S. No. 345/A1. Accordingly the Revenue Authority has issued separate Property Register Card in respect of the said Property. A copy whereof are Annexed hereto as Annexure "F";
- p) The Owner has obtained necessary approval from the BMC and other concerned local authorities in respect of the plans, specifications, elevations, sections and details of the said building known as "Vasant Oasis" and other structures to be constructed on a part of the said Property.
- q) The Owner has informed the Purchaser/s and the Purchaser/s is/are aware that the Owner will redevelop the said Property by constructing



(Signature of Owner)

(Signature of Purchaser/s)



approximately 20 wings or there about and other structures thereon (as may from time to time be permitted to be constructed) in a phased manner as per the sanctioned plans, with such modifications thereto as the Owner may from time to time determine and as may be approved by the concerned local bodies and authorities and the schedule of the said phased development will also be determined by the Owner at its own discretion;

r) The Purchaser/s being desirous of purchasing the unit/flat in the said building being constructed on the said Property, has approached the Owner and requested the Owner to allot to him/her/them a flat bearing no 1402 situated on the 14th floor of Wing known as "ACACIA" in the Building known as "Vasant Oasis" and admeasuring 646 sq. ft. i.e. 60.01 sq. mtr (carpet area) hereinafter referred to as the "Said Premises" for the consideration of the sum of Rs. 1,36,18,625 (Rupees One Crore Thirty Six Lakh Eighteen Thousand Six Hundred Twenty Five only).  
According to the aforesaid request of the Purchaser/s, the Owner agrees to allot to the Purchaser/s, and the Purchaser/s agrees to purchase from Owner the Said Premises for the consideration and on the terms and conditions hereinafter appearing and together with right to use 1 car parking space on podium of the Building known as "Vasant Oasis" on the terms and conditions hereinafter appearing. The floor plan of the Said Premises is annexed hereto and marked as Annexure "G" and thereon shown in red hatch lines.



s) The Purchaser/s has/have demanded from the Owner and the Owner has given inspection to the Purchaser/s of all the documents of title relating to the said Property, inclusive of Title Certificate issued by **M/s. Kanga & Co.**, Advocates and Solicitors, property register card, the relevant orders and the approved plans, the said I.O.D and C.C., U.C. Orders, designs and specifications prepared by the Owner's Architects and all other documents as specified under the Maharashtra Ownership Flats (Regulation of the Promoters) Act, 1963 (hereinafter referred as "the said Act") and the rules made thereunder;

Signature of Promoters / [Handwritten Signature]

[Handwritten Signature]  
(Signature of Owner)

[Handwritten Signature]  
(Signature of Purchaser/s)

- t) The copy of the Certificate of Title dated 28/03/2011, 04/10/2011 and 01/11/13 respectively issued by **M/s. Kanga & Co.**, Advocates and Solicitors of the Owner, extract of property register card and plans of the Flat/Unit/Premises agreed to be purchased by the Purchaser/s in the said wing known as "**ACACIA**" of the Building known as "**Vasant Oasis**" is hereto annexed and marked as **Annexure "E1", "E2", "E3", "F" and "G"** respectively and have also been inspected by the Purchaser/s, who has accepted the same;
- u) The Owner shall be developing the said Property in a phased manner, and the Owner will be required to make necessary amendments or substitution of the sanctioned plans, layouts, elevations and designs from time to time as may be required by the Government, BMC or any other local authority and / or as the Owner may consider necessary in respect of the said Property to enable the Owner to utilize all Floor Space Index ("F.S.I"), Transferable Development Rights ("T.D.R"), and / or the development rights of the said Property. The Purchaser/s has entered into the present agreement knowing fully well the scheme of development proposed to be carried out by the Owner on the said Property, and the Purchaser/s has no objection to the Owner making such amendments or substitution as aforesaid and accords his / her irrevocable consent to the same.

- v) The Owner has informed the Purchaser/s that they have entered into/ are entering into will be entering into similar separate agreements with the several other persons and parties for the sale of flats in the wings of the said Building known as "**Vasant Oasis**".

- w) Under Section 4 of the said M.O.F Act, the Owner is required to execute a written agreement for sale in respect of the Said Premises agreed to be sold to the Purchaser/s and the Parties are therefore, executing these presents which shall be registered under the provisions of the Registration Act, 1908.

- x) The parties hereto are desirous of recording the terms and conditions on which the Owner has agreed to allot the Said Premises in the wing known as "**ACACIA**" of the Building known as "**Vasant Oasis**" to the Purchaser/s in the manner hereinafter appearing.

(Signature of Owner)

(Signature of Purchaser/s)

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

1. The recitals shall form an operative part of this Understanding as if incorporated ad verbatim.
2. Interpretation: In this Agreement where the context admits:
  - 2.1. any reference to any statute or statutory provision shall include:
    - 2.1.1 all subordinate legislation made from time to time under that provision (whether or not amended, modified, re-enacted or consolidated); and
    - 2.1.2 such provision as from time to time amended, modified, re-enacted or consolidated (whether before, on or after the date of this Agreement) to the extent such amendment, modification, re-enactment or consolidation applies or is capable of applying to any transactions entered into under this Agreement as applicable, and (to the extent liability thereunder may exist or can arise) shall include any past statutory provision (as from time to time amended, modified, re-enacted or consolidated) which the ~~provision~~ referred to has directly or indirectly replaced.
  - 2.2. any reference to the singular shall include the plural and vice versa;
  - 2.3. any references to the masculine, the feminine and the neuter shall include each other;
  - 2.4. any references to a "company" shall include a body corporate;
  - 2.5. the word "Business Day" would be construed as a day which is not a Sunday, or a public holiday or a bank holiday under the Negotiable Instruments Act, 1881 either at Mumbai, or any place where any act under this Agreement is to be performed;
  - 2.6. the schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include any schedules to it. Any references to Clauses, Sections and Schedules



Stamp: **NOTARY PUBLIC**  
**DR. J. K. SHARMA**  
 10/11/2018  
 10/11/2018

  
 (Signature of Owner)

  
 (Signature of Purchaser/s)

are to clauses, sections of and schedules to this Agreement. Any references to parts or paragraphs are, unless otherwise stated, references to parts or paragraphs of clauses, sections and schedules in which the reference appears;

2.7. references to this Agreement or any other document shall be construed as references to this Agreement or that other document as amended, varied, novated, supplemented or replaced from time to time;

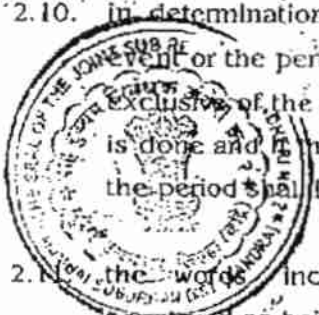
2.8. the expression "this Clause" shall, unless followed by reference to a specific provision, be deemed to refer to the whole clause (not merely the sub-clause, paragraph or other provision) in which the expression occurs;

2.9. each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;

2.10. in determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a Business Day, then the period shall include the next following Business Day;

2.11. the words "include", "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words;

2.12. references to a Person (or to a word importing a Person) shall be construed so as to include:  
NREL 20/20



*[Signature]*  
(Signature of Owner)

*[Signature]*  
(Signature of Purchaser/s)

2.12.1 an individual, firm, partnership, trust, joint venture, company, corporation, body corporate, unincorporated body, association, organization, any government, or state or any agency of a government or state, or any local or municipal authority or other governmental body (whether or not in each case having separate legal Personality);

2.12.2 that Person's successors in title and assigns or transferees permitted in accordance with the terms of this Agreement; and

2.12.3 references to a Person's representatives shall be to its officers, employees, legal or other professional advisers, sub-contractors, agents, attorneys and other duly authorized representatives.

2.13. where a wider construction is possible, the words "other" and "otherwise" shall not be construed ejusdem generis with any foregoing words.

3. The Owner shall construct the said building known as "Vasant Oasis" comprising of approximate 20 wings on the Said Property as shown on the plan annexed hereto as Annexure "A" and more particularly described in the ~~Second Schedule~~ ~~to be~~ under written, in accordance with the plans, specifications, designs and elevations as approved by the concerned local authority and which have been seen and approved by the Purchaser/s with such variations and modifications as the Owner may consider necessary or as may be required by the Government, ~~or any other~~ local authority from time to time. As part of such variation, amendment or alteration in the layout and or in the building plans the Owner may change location of the said wing or any one or more of them and the Owner may also construct additional areas by constructing wings and or additional floors to one or more of the said wings of the Building and may also construct further wings / Building on the said property as may be approved by the concerned authorities. It is however, agreed by the Purchaser/s that the Owner shall only be required to obtain prior consent in writing of the Purchaser/s in respect of any variation or modification in the Building Plans of the said wing and which may adversely affect the Said Premises agreed



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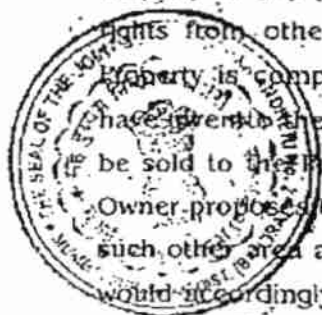
  
(Signature of Owner)

  
(Signature of Purchaser/s)

to be purchased by the Purchaser/s as hereinafter stated and the Purchaser/s shall not withhold his consent for any reason of whatsoever nature and shall whenever required by the Owner give his/her/their full and free Irrevocable consent for the same;

4. The Purchaser/s has entered into the present Agreement knowing fully well the scheme of development proposed to be carried out by the Owner on the said Property, and the Purchaser/s has no objection to the Owner making such amendments or substitution as aforesaid and accords his/her/their irrevocable consent to the same.

5. The Owner shall be entitled in its own discretion to develop the said Property by constructing several wings/buildings and other structures (as may be from time to time be permitted to be constructed). The Purchaser/s hereby also gives his/her/their irrevocable consent and confirms to the Owner to the development of the said Property in such phased manner as the Owner may determine even after the Owner shall have given to the Purchaser/s possession of the premises hereby agreed to be sold to the Purchaser/s and the Purchaser/s further confirms that the Owner will be entitled to utilize any PSI presently available from the said Property or any part thereof or consume transferable development



rights from other lands till the entire development of the said Property is completed in all respects even after the Owner shall have given to the Purchaser/s possession of the premises agreed to be sold to the Purchaser/s. The Purchaser/s is well aware that the Owner proposes to develop the above mentioned two basements or such other area as public parking only if permitted by the BMC and would accordingly be entitled to handed over the abovementioned two Basements or such other area in the Building known as "Vasant Oasis" to the BMC, after the same are developed and the Purchaser/s hereby agrees to and gives his/her/their full, free and

Irrevocable consent for the same and thereby covenants with the Owner that the Purchaser/s shall not raise any objection of whatsoever nature for the same at any time in future. The Purchaser/s hereby agrees to give all the facilities and assistance that the Owner may require from time to time after the Owner

  
(Signature of Owner)

  
(Signature of Purchaser/s)

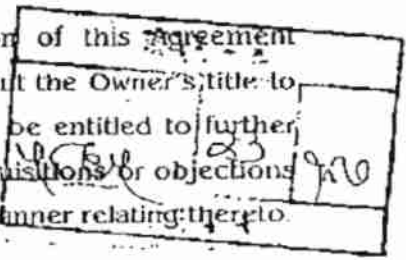
delivers the possession of the Said Premises to be sold to the Purchaser/s but at the costs and expenses of the Owner, so as to enable the Owner to complete the development of the said Property in the manner that may be determined by the Owner.

6. The Owner has commenced construction of the said Building. The Owners hereby declare that the applicable FSI in respect of the said property is 1:00 as at present and the applicable TDR FSI that can be utilized on the said Property at present is 1:00. The Purchaser/s confirms that the Owner shall be entitled to consume and exploit the entire development potential of the said Property together with the FSI and TDR FSI available at present as also any additional FSI and/or TDR FSI available under Regulation 33(24) or under any other Regulation of the DCR that may become available in respect of the said Property to the extent feasible and deemed fit.

7. The said Building shall be constructed by the Owner in accordance with the Building Plans prepared by their Architects and sanctioned by the concerned authorities as aforesaid with such modifications thereto as the Owner may incorporate therein as aforesaid. The Premises in the said Building shall contain such amenities, fixtures and fittings as per the particulars stated in **Fourth Schedule** hereunder written.

8. The Owner hereby agrees to observe all the terms, conditions, stipulations and restrictions, if any, which may have been imposed by the concerned local authorities and / or Government bodies at the time of sanction of the said plans or thereafter.

9. The Purchaser/s has prior to the execution of this agreement satisfied himself/herself/themselves/itself about the Owner's title to the said Property. The Purchaser/s shall not be entitled to further investigate the title of the Owners and no requisitions or objections shall be raised by the Purchaser/s upon any manner relating thereto.



  
(Signature of Owner)

  
(Signature of Purchaser/s)

10. Subject to the terms and conditions herein, the Owner hereby agrees to sell to the Purchaser/s and the Purchaser/s agrees to purchase from the Owner; the Said Premises being a Flat/ Unit bearing No. 1402 situated on the 14th Floor of the wing known as "ACACIA" of the Building known as "Vasant Oasis" and which is more particularly shown in red hatch lines on the plan annexed hereto as Annexure "G" and hereinafter referred to as "the Said Premises" at or for the consideration i.e. the sale price of Rs. 1,36,18,625 /- (Rs. One Crore Thirty Six Lakh Eighteen Thousand Six Hundred Twenty Five only) and together with the right to use 1 car parking space lying on Podium of the Building known as "Vasant Oasis" on the terms and conditions hereinafter appearing as well as the proportionate common areas, amenities and facilities in the said Building / said Property (more particularly defined in Third Schedule and Fourth Schedule respectively hereunder written) to be constructed on the said Property.

11. The Sale Price of Rs 1,36,18,625 /- (Rupees One Crore Thirty Six Lakh Eighteen Thousand Six Hundred Twenty Five only) to be paid by the Purchaser/s to the Owner shall be payable by the Purchaser/s to the Owner in the following manner:-

- a) Rs. 13,61,862 /- to be paid as earnest money;
- b) Rs. 13,61,862 /- to be paid on or before execution of this Agreement;
- c) Rs. 9,53,303 /- to be paid on or before execution of this Basement;
- d) Rs. 9,53,303 /- to be paid on completion of Podium;
- e) Rs. 9,53,303 /- to be paid on completion of Plinth;
- f) Rs. 5,44,745 /- to be paid on completion of 1st Slab;
- g) Rs. 5,44,745 /- to be paid on completion of 3rd Slab;
- h) Rs. 5,44,745 /- to be paid on completion of 5th Slab;
- i) Rs. 5,44,745 /- to be paid on completion of 7th Slab;
- j) Rs. 5,44,745 /- to be paid on completion of 9th Slab;
- k) Rs. 5,44,745 /- to be paid on completion of 11th Slab;
- l) Rs. 5,44,745 /- to be paid on completion of 13th Slab;



g)	Rs.	<u>5,44,745</u>	/-
h)	Rs.	<u>5,44,745</u>	/-
i)	Rs.	<u>5,44,745</u>	/-
j)	Rs.	<u>5,44,745</u>	/-

(Signature of Owner)

(Signature of Purchaser/s)



- m) Rs. 4,08,558 /- to be paid on completion of 15th Slab;  
 n) Rs. 4,08,558 /- to be paid on completion of 17th Slab;  
 o) Rs. 4,08,558 /- to be paid on completion of 19th Slab;  
 p) Rs. 4,08,558 /- to be paid on completion of 20th Slab;  
 q) Rs. 4,08,558 /- to be paid on completion of Top Slab;  
 r) Rs. 5,44,745 /- to be paid on completion of Plastering;  
 s) Rs. 5,44,745 /- to be paid on completion of Flooring;  
 t) Rs. 5,44,745 /- to be paid on completion of Sanitation;  
 u) Rs. 5,44,752 /- to be paid on or before possession;

It is specifically agreed that, the apportionment of  
 Rs. 1,36,18,625 /- (Rupees One Crore Thirty Six Lakh Eighteen Thousand Six Hundred Twenty Five only)

as the proportionate price of common amenities is notional and the same is not subject to change even if the percentage of undivided share of the said premises in the common areas and facilities which are more particularly described in the **Third Schedule** hereunder written increase or decrease; the intent of the parties being that the Said Premises are sold to and purchased by the Purchaser/s with all the appurtenant rights for the lumpsum price of Rs. 1,36,18,625 /- (Rupees One Crore Thirty Six Lakh Eighteen Thousand Six Hundred Twenty Five only)

The Purchaser/s hereby authorizes the Owner to make changes in the percentage of the undivided share of the Said Premises in the common areas and facilities aforesaid in the event of there being any change in the layout, plan of the said Property and or the Building plans of the said wings to be constructed on the said Property :

12. The Purchaser/s is aware that the Government of Maharashtra has announced the amendment to Maharashtra Value Added Tax 2002 making the said Act applicable to sale transaction contemplated herein by levying 1% value added tax on the contract price of flats mentioned in the Agreement for Sale registered after 1<sup>st</sup> April, 2010. In compliance of the aforesaid, the Purchaser/s hereby agrees to furnish to the Owner a demand draft/pay order of

(Signature of Owner)

(Signature of Purchaser/s)

Rs 1,36,186 /- (Rupees One Lakh Thirty Six Thousand One Hundred Eighty Six only)

being 1% on the said sale price and/or any additional amount (due to enhancement in the percentage of value added tax by Government of Maharashtra on the said sale price) as the case may be, in favour of the prescribed authority being the amount payable towards value added tax when demanded by the Owner. The Purchaser/s hereby also agrees to pay to the Owner, the said amount or any increases thereto together with interest and/or penalty, if any, that may be levied on the payment of the value added tax alongwith the payment of value added tax, when demanded by the Owner:

12.1. It is agreed between the Owner and the Purchaser/s that the Purchaser/s is/are liable to bear and pay the Service Tax, Interest and penalty (if any), payable in respect of the transaction of sale of the Said Premises between the Owner and the Purchaser/s under this Agreement:

12.2. The Purchaser/s do hereby agree/s and confirm/s with the Owner that the payment towards Service Tax, Interest and penalty shall be payable by the Purchaser/s as determined by the Owner by Cheque/Pay Order drawn in favour of the said Bank and hand over to the Owner for deposit of the same with the said Bank without any delay or default. The Purchaser/s hereby agrees to pay service tax (including interest and penalty, if any) on the said sale price and other amounts paid/payable by the Purchaser/s under this Agreement and as mentioned in clause 12 herein. The aforesaid condition will form part and parcel of fundamental terms of this agreement.

12.3. The Purchaser/s hereby further agree/s and confirm/s with the Owner that if there is any additional liability over and above the amount/s deposited and to be deposited by the Purchaser/s with the said Bank in pursuance of this Agreement and Interest earned thereon (if any) then all such liabilities will be borne, paid and discharged by the Purchaser/s upon being called upon to do so by the Owner without any delay or default. The Purchaser/s further

(Signature of Owner)

(Signature of Purchaser/s)

agree/s and confirms/s that the aforesaid obligation to pay any further or other amounts towards the Service Tax, Interest and penalty by the Purchaser/s will be charge on the right title, interest, claim and demand by the Purchaser/s In respect of the Said Premises agreed to be purchased by the Purchaser/s.

12.4. The Owner shall not be liable to refund any amounts paid by the Purchaser/s towards service tax, value added tax, capital tax and/or any other taxes, cess, dues, duties, imposition, premium, surcharge, fees, levies or any other charges levied by state and/or central government (hereinafter collectively referred to as "The said taxes") on the sale price and on other amounts specified herein or to pay to the Purchaser/s any interest, compensation, damages, costs or otherwise. The said amounts shall be accepted by the Purchaser/s in full satisfaction of all his/her/their/its claims under this Agreement and/or In or to this Said Premises.

13. The Purchaser/s shall at the time of making payment of the final installment mentioned in clause 11 pay to the Owner the following amount:

- Rs. 5000
- 13.1. Rs. \_\_\_\_\_/- lumpsum amount of legal charges for this agreement and legal charges for formation of Society.
- Rs. 500
- 13.2. Rs. \_\_\_\_\_/- for share money, application and entrance fee of the Society;
- Rs. 1,11,780
- 13.3. Rs. \_\_\_\_\_/- security deposit for proportionate share of taxes and other outgoings;
- Rs. 15,000
- 13.4. Rs. \_\_\_\_\_/- towards of Electric Meter and Water Meters;
- Rs. 7,000
- 13.5. Rs. \_\_\_\_\_/- towards Mahanagar Gas connection;
- Rs. 2,07,000
- 13.6. Rs. \_\_\_\_\_/- towards corpus funds/deposits;
- Rs. 14,490
- 13.7. Rs. \_\_\_\_\_/- towards development / infrastructure charges.

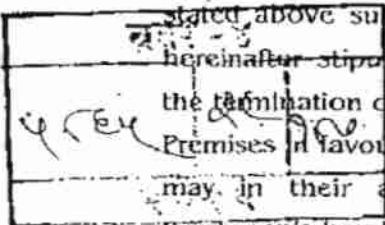
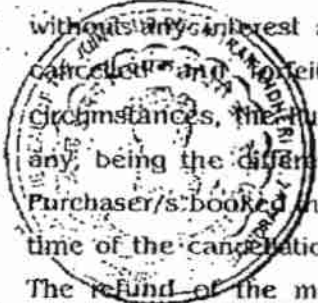


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(Signature of Owner)

  
(Signature of Purchaser/s)

14. In case the Purchaser/s proposes to commence furnishing of the Sald Premises prior to the Owner issuing such notice as mentioned in clause 18 hereinafter, that the Sald Premises is ready for use, the Owner may grant permission to commence furnishing only after receiving from the Purchaser/s all the amounts mentioned in this Agreement including the amounts mentioned in clause 11, 12, 13, 40, 41, 48, 51 and 72.
15. The Owner shall send a written intimation to the Purchaser/s demanding payment of the installment of the sale price to be payable by the Purchaser/s within the period mentioned in such intimation, which intimation shall be sent to the Purchaser/s by the Owner when the same falls due as per clause 11 above. It is expressly agreed by the Purchaser/s that the time for the payment of each of the aforesaid Installments of the sale price as stated in the intimation to be sent to the Purchaser/s as mentioned hereinabove and in respect of all amounts payable under these presents, by the Purchaser/s to the Owner shall be the of essence to this Agreement. In the event of the Purchaser/s making any default in payment of the installment of the sale price within the period mentioned in the intimation, this Agreement shall stand cancelled and revoked by giving notice of such termination to the Purchaser/s and in that event, all the monies paid by the Purchaser/s till the time of such termination shall be refunded to the Purchaser/s by the Owner, without any interest and the 25% of the Sale Price shall stand forfeited. It is further provided that in such circumstances, the Purchaser/s shall also have to bear the loss, if any, being the difference of the amount in the rate at which the Purchaser/s booked the Said Premises and the rate prevailing at the time of the cancellation, by the Purchaser/s, of the Said Premises. The refund of the monies payable by the Owner as mentioned hereinabove, shall be paid by the Owner to the Purchaser/s within ninety days after the termination of this Agreement in the manner stated above subject to the deductions as specified in clause 16 hereinafter stipulated. The Owner will be entitled immediately on the termination of this Agreement to sell and/or dispose of the Said Premises in favour of any other party and at such price as the Owner may, in their absolute discretion think fit and proper. The Purchaser/s herein will have no right to object to such sale/disposal



(Signature of Owner)

(Signature of Purchaser/s)

of the Said Premises by the Owner. The Purchaser/s also agrees that, sending of the said amount by cheque by the Owner to the Purchaser/s at the address given by the Purchaser/s in these presents, whether the Purchaser/s encashes the cheque or not, will amount to the refund of the amount so required to be refunded.

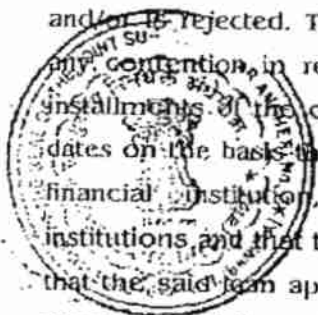
16. In the event, the Purchaser/s desires to cancel the Purchaser/s of Said Premises, 25% of the Sale Price shall stand forfeited and the Purchaser/s shall not be entitled to such earnest money paid by him/her to the Owner. It is further provided that in such circumstances, the Purchaser/s shall also have to bear the loss, if any, being the difference of the amount in the rate at which the Purchaser/s booked the Said Premises and the rate prevailing at the time of the cancellation, by the Purchaser/s, of the Said Premises. The Purchaser/s shall also have to bear and pay to the Owner, at the time of such cancellation, the brokerage charges (if units purchased through the broker) which brokerage shall have been already paid by the Owner to such broker. The Purchaser/s will also be liable to pay interest (at the rate of 21% p.a) on any defaulted payment as per the terms, herein contained, at the time of making accounts when the Purchaser/s has expressed his/her/their desire to cancel the Said Premises. It is agreed by and between the parties that all the above-referred amounts due and payable by the Purchaser/s, as specified hereinabove, shall be deducted from the amount received by the Owner from the Purchaser/s till the time of such cancellation.

17. If the Purchaser/s in order to augment the resources in his/her / their hand for the purpose of payment of consideration amount to the Owner under this Agreement, seeks loans from financial institutions or banks or other institutions against the security of the Said Premises then the same shall be subject to the consent and approval of the Owner. In the event of the Purchaser/s committing default of the payment of the installments of the consideration amount and in the event of the Owner exercising its right to terminate this Agreement, the Purchaser/s shall and the Purchaser further hereby undertakes to clear the mortgage debt outstanding at the time of the said termination. The Purchaser/s shall obtain the necessary letter from such financial institution, banks etc. stating

(Signature of Owner)

(Signature of Purchaser/s)

that the Purchaser/s has cleared the mortgage debt. On receipt of such letter from the financial institution, banks etc. the Purchaser/s shall be entitled to the refund of the amount so paid by him/her/them to the Owner towards the Said Premises. However, the Owner shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser/s from the amount standing to his/her/their credit with the Owner towards the said premises (paid by him/her/them to the Owner towards the consideration amount) to the extent so as to clear the mortgage debt and only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. the Purchaser/s shall be entitled to the refund of the balance amount standing credited to the account of the Purchaser/s (if any) with the Owner towards the Said Premises. Notwithstanding all that is stated hereinabove it shall ALWAYS be obligatory on the part of the Purchaser/s to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Purchaser/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser/s shall not be permitted to raise any contention in respect of his / her / their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser/s has applied for loan to such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser/s is rejected. In the event of the failure of the Purchaser/s to pay the installments of the consideration amount the Owner shall be entitled to enforce its rights as mentioned in Clause 15 and 16. In case, there shall be



deficit in this regard, the Purchaser/s shall forthwith on demand pay to the Owner his / her / their proportionate share to make up such deficit	
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18. As soon as the said Wing known as "ACACIA" of the said Building known as "Vasant Oasis" is notified by the Owner as complete, each of the Purchaser/s of the premises in the said Wing known as

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(Signature of Owner)

*[Handwritten Signature]*

(Signature of Purchaser/s)

"ACACIA" (including the Purchaser/s herein) shall pay the respective arrears of the sale price payable by them within 15 days of such notice served individually or to be displayed in any prominent place in the said Wing known as "ACACIA" of the Building. If any of the Purchaser/s fails to pay, the arrears in spite of the notice, the Owner will be entitled to terminate the Agreement with such Purchaser/s and thereupon all the monies paid by Purchaser/s to the Owner in respect of the premises agreed to be purchased by him shall within ninety days of such termination be refunded by the Owner to the Purchaser/s. Consequently the terms of Clause 15 & 16 and / or 17 herein shall be applicable at the time of refund of the amounts as above. Under no circumstances, the possession of the said premises shall be given to the Purchaser/s unless and until all payments required to be made under this Agreement by the Purchaser/s to the Owner are complied with by the Purchaser/s.

19. Without prejudice to the above and the Owner's other rights, under this Agreement and/or in law, the Owner may at its own option accept from the Purchaser/s the payment of the defaulted instalments on the Purchaser/s paying to the Owner interest on the defaulted instalments at the rate of 21% per annum for the period during which the payment has been delayed.

20. The Purchaser/s agree/s to pay total consideration (amounts payable) under the terms of this Agreement as and when they become due and payable. Further, the Owner is not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any and all amounts due on the respective due dates or events.

21. In addition to the above the Owner shall be entitled to terminate this Agreement on the happening of any of the following events ("Events of Default"):-

(a) If the Purchaser/s commits breach of any of the terms, conditions, covenants and representations of this Agreement and / or any other writing and / or the terms and conditions of layout, I.O.D., C.C., U.L.C. Permission, N.O.C. and other sanctions, permissions, Undertakings and Affidavits etc.;

(Signature of Owner)

(Signature of Purchaser/s)

- (b) If the Owner is of the opinion and / or belief that any of the representations, declarations and / or warranties etc. made by the Purchaser/s in the Booking Form, Acceptance Letter, Allotment Letter, present Agreement and / or any other documents executed and / or entered into or to be executed and / or entered into by the Purchaser/s is untrue or false;
- (c) If the Purchaser/s has been declared and / or adjudged to be insolvent, bankrupt etc. and / or ordered to be wound up;
- (d) If Receiver and / or a Liquidator and / or Official Assignee or any person is appointed for the Purchaser/s or in respect of all or any of the assets and / or properties of the Purchaser/s;
- (e) If any of the assets and / or properties of the Purchaser/s is attached for any reason whatsoever under any law, rule, regulation, statute etc.;
- (f) Any execution or other similar process is issued and / or levied against the Purchaser/s and / or any of his/her/their assets and properties;
- (g) If the Purchaser/s has received any notice from the Government in India (either Central, State or Local) or foreign Government for the Purchaser/s involvement in any money laundering or any illegal activity and / or is declared to be a proclaimed offender or;
- (h) If the Owner is of the opinion and / or belief that any of the aforesaid events have been suppressed by the Purchaser/s.



22. On the happening or occurring of any of the Events of Default then and in that event, the Owner shall without prejudice to all other rights including the right to receive interest on the outstanding/ delayed payments and / or any other right or remedy that the Owner may have against the Purchaser/s either under this Agreement, or in law or otherwise, be entitled (but shall not be obliged) to:

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(Signature of Owner)

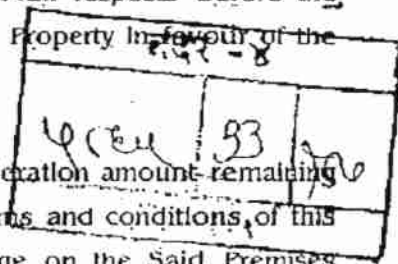
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- ij) terminate this Agreement; and
- ii) forfeit and appropriate unto itself the following amounts:
  - a. a minimum of 10% (ten percent) of the Sale Price or all the losses and/or damages suffered in the sale of the Said Premises to a new purchaser/s, whichever is higher.

**OR**

- b. in case of any brokerage being paid with respect to the sale of the Said Premises, a minimum of 12% (twelve percent) of the Sale Price or all the losses and/or damages suffered in the sale of the Said Premises to a new purchaser/s, whichever is higher.
23. Upon the Owner terminating this Agreement, the Purchaser/s shall cease to have any right, title, interest, claim demand etc. of any nature whatsoever in respect of the Said Premises or any part thereof and / or against the Owner and; the Owner shall be entitled to deal with and dispose off the Said Premises to any other person/s as it deems fit without any further act or consent of the Purchaser/s.
24. All the rights and / or remedies of the Owner including aforesaid rights and remedies of the Owner, are cumulative and without prejudice to one another.
25. The Purchaser/s hereby grants his/her/their irrevocable consent to the Owner for mortgaging the said Property along with the said Building being constructed thereon, to enable the Owner to augment the funds for the development of the said Property. The Owner shall clear the mortgage debt in all respects before the execution of the conveyance of the said Property in favour of the Apex Body as referred to in clause 40.
26. The Owner shall in respect of any consideration amount remaining unpaid by the Purchaser/s under the terms and conditions of this Agreement will have first lien and charge on the Said Premises agreed to be allotted to the Purchaser/s.



(Signature of Owner)

(Signature of Purchaser/s)

27. It shall be endeavor of the Owner to handover the possession of the Said Premises to the Purchaser/s on or before 31st DECEMBER 2017 and latest by 30th JUNE 2018 provided the Owner has received the full sale price of the Said Premises and all other amounts payable by the Purchaser/s to the Owner under these presents. The Purchaser/s hereby agrees that the Owner shall be entitled to further extension of time for the completion of the said Flat, if the possession is delayed due to:

- 27.1. reasons beyond the control of the Owners and Owner/s as provided under Section 8 of the Maharashtra Ownership Flats Act 1963, by the aforesaid date/s or
- 27.2. non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against development of Property or
- 27.3. any notice, order, rules, notification of the Government and/or other public or competent authority; or
- 27.4. changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- 27.5. delay in grant of any NOC / permission / license / connection for installation of any services, such as lifts, electricity and water connections and meters to the project/ flat/ road or completion certificate from appropriate authority;

If the Owner is not able to give possession of the said Flat/unit/premises to the Purchaser/s on account of any reasonable cause or circumstances beyond their control, the Owner shall be entitled to an automatic extension of a period during which the construction or development shall have been stalled, and the Purchaser/s hereby has agreed to such extension of time.

28. If the Owner is unable to give possession of the Said Premises by the date stipulated hereinabove for reasons other than those stated in clause 27 hereinabove then the Owner agrees that it shall be liable on demand by the Purchaser/s to refund to the Purchaser/s

(Signature of Owner)

(Signature of Purchaser/s)

the amounts already received by it in respect of the Said Premises with 9% nine percent simple interest per annum. It is agreed that upon refund of the said amount as stated hereinabove, the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Owner or against the Said Premises in any manner whatsoever and the Owner shall be entitled to deal and dispose of the said premises to any person or party as the Owner may desire at its absolute discretion.

29. The Owner agrees to grant to the Purchaser/s the irrevocable right and permission to park his/her/their Car in the Car-Parking Space more particularly mentioned in recital "r" hereinabove, hereinafter referred to as "the Said Car parking Space".
30. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser/s any right whatsoever into or over the said Property or the said wing or the said Building or any part thereof including the Said Premises. It is agreed by and between the parties that such conferment shall take place on execution of the Conveyance in favour of Apex Body as hereinafter mentioned.
31. The Owner hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Said Premises to the Purchaser/s, obtain from the concerned local authority occupation and/ or completion certificates in respect of the same.
32. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser/s any right whatsoever into or over the said Property or the said wing or the said Building or any part thereof including the Said Premises. It is agreed by and between the parties that such conferment shall take place on execution of the Conveyance in favour of a Apex Body as hereinafter mentioned.
33. The Purchaser/s shall have no claim save and except in respect of the premises agreed to be sold to him/her/them. All open spaces, lobbies, terraces and other premises and spaces will remain the

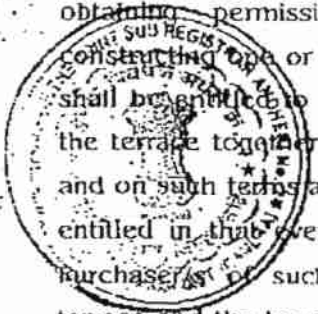
(Signature of Owner)

(Signature of Purchaser/s)

property of the Owner until the said Building is transferred to the proposed Apex Body as hereinafter mentioned, and conveyance is executed in favour of such Apex Body, subject however, to the rights of the Owner as herein stated.

34. It is expressly agreed that the Owner shall be entitled to sell the premises in the said wing for the purpose of using the same as residential premises, and/or any other use that may be permitted by the Concerned Authorities and the said Purchaser/s shall be entitled to use the Said Premises agreed to be purchased by him/her/them accordingly. Similarly, the Purchaser/s shall not object to the use of the other premises in the said Wing Known as "ACACIA" of the Building or any other wings of the Building known as "Vasant Oasis" for any one or more of the aforesaid purposes by the respective Purchaser/s thereof.

35. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said wing known as "ACACIA" of the Building or any other wings of the Building known as "Vasant Oasis" shall always belong to the Owner and the Owner shall be entitled to deal with and dispose of the same in such manner as it may deem fit. In the event of the Owner



obtaining permission from the Concerned Authorities for constructing one or more premises on the terrace, then the Owner shall be entitled to sell such premises that will be constructed on the terrace together with the terrace to such persons at such rate and on such terms as the Owner may deem fit. The Owner shall be entitled in that event to allow use of such entire terrace to the Purchaser/s of such premises proposed or constructed on the terrace and the terrace shall then be in exclusive possession of the Purchaser/s of such premises proposed or constructed on the terrace. In the event of the Owner constructing more than one

premises on the terrace, the Owner will be entitled to sell to the intending Purchaser/s the concerned premises in the terrace together with the portions of the terrace proportionate to and/or appurtenant thereto. The Society that may be formed by the Purchaser/s of premises as stated hereinafter shall admit as its

members the Purchaser/s of such premises that may be proposed or constructed on the terrace with the exclusive right to them in the

(Signature of Owner)

(Signature of Purchaser/s)



either to construct by themselves or through any nominees to construct and complete the said wings of the Building known as "Vasant Oasis" or Buildings on the said Property as it may desire in its absolute discretion without any interference or objection or dispute by the Purchaser/s.

37. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED that so long as it does not in any way affect or prejudice the rights hereby granted in favour of the Purchaser/s in respect of the Said Premises the Owner shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in the said Property. The Owner shall be free to construct additional structures like enclosed garages in open compound, underground and overhead tanks, structures, watchman's cabin, toilet units for domestic servants, septic tank and soak pits the location of which are not particularly marked upon the ground floor plans or layout plan of the said Property. The Purchaser/s shall not interfere with the rights of the Owner by any disputes raised or court injunctions under section 7 of the Maharashtra Ownership Flats Act 1963 and/or under any other provision or any other applicable law. The Owner shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser/s as required by any authority of the State or Central Government or Competent Authorities under any law concerning construction of buildings for implementation of their scheme for development of the said Property.

38. The said Building shall be constructed and completed in accordance with the plans and specifications as approved by the Concerned Authorities as aforesaid with such modifications thereto as may be made by the Owner as herein above setout and if any defect in the said Building or materials used or if any unauthorized change in the constructions in the said Building is brought to the notice of the Owner within a period of one year from the date of handing over possession of the said Premises by the Owner, it shall wherever possible be rectified by the Owner without further charge to the persons who have purchased the premises in the said wings of the Building and in other cases, the Purchaser/s of flats/units/premises shall be entitled to receive reasonable compensation for such defect

(Signature of Owner)

(Signature of Purchaser/s)

or change from the Owner . In case there shall be any dispute, as regards any defect in the said Building or materials used or any unauthorized change in the construction thereof or as to whether it is reasonably possible for the Owner to rectify any such defect or change or as regards the amount of reasonable compensation payable in respect of such defect or change which cannot be or is to be rectified by the Owner shall within a period of one year from the date of handing over possession be referred to the decision of the Authority specified in sub section (2) of section 7 of the Maharashtra Ownership Flats Act, 1963. It is however further provided that in the event of there being any external leakages or external defects to the Building being detected, the same shall be rectified by the Owner in terms of the above. However, any internal repairs inside the flats shall be carried out by the Purchaser/s at his / her / their own costs.

39. It is hereby agreed that the Purchaser/s shall become a member of the said Society formed by the Purchaser/s of the wing known as "ACACIA" of Building Known as "Vasant Oasis" (hereinafter referred to as the Society of Wing "ACACIA". After the said Building and other structures to be constructed by the Owner on the said Property are complete and ready for occupation the Society for the said wing known as "ACACIA" of Building known as "Vasant Oasis" as aforesaid is registered and only after all the premises in all the wings of the said Building shall have been so and disposed off by the Owner and the Owner shall have received all dues payable to them under the terms of the Agreements with the Purchaser/s of all the premises in the said wing, the Owner shall execute in favour of the said Apex Body a Conveyance/Lease, as shall be feasible & permissible of the appurtenant Property . The said Society of wing "ACACIA" - together with the Society formed of the other wings constructed on the said Property shall together comprise the Apex Body and the Owner and Owner shall execute Conveyance/Lease in favour of the said Apex Body. Until such Conveyance/Lease is executed, the right of the Purchaser/s herein shall be confined only to the Said Premises and the Purchaser/s and/or the Society of wing "ACACIA" shall have no right on any portion of the said Property.

(Signature of Owner)

(Signature of Purchaser/s)

40. The Owner has informed the Purchaser/s and the Purchaser/s is aware that the Owner proposes to form an Apex Body of all the cooperative Societies to be formed for all the said wings to be constructed on the said Property for the purpose of carrying out the maintenance, repairs and/renovation of various Infrastructure and common facilities items to be provided and comprised in the said Property as per layout conditions. The Apex Body to be formed shall be a body incorporated under the provisions of the Maharashtra Cooperative Societies Act 1960 OR a company which shall be incorporated under the provisions of the Companies Act 1956 and the Owner shall incorporate the Apex Body as per its discretion. The Purchaser/s shall make his/her/their contribution as may from time to time be required to be made by the Society formed for the purpose of the said wing known as "ACACIA" in which the premises agreed to be purchased by the Purchaser/s is located for enabling the society to pay its contribution to the Apex Body for the aforesaid purpose. The Purchaser/s shall at the time of taking possession of the Said Premises from the Owner pay to the Owner a lumpsum of Rs 2,07,000 /- of the Said Premises which will be held by the Owner as deposit till the Apex body is formed and constituted.

On formation of the Apex Body the said deposit shall be handed to the Apex body. The said deposit shall be used as corpus fund. Interest earned whereon shall be utilized by the Owner /Apex body for maintenance and management of the Infrastructure facilities such as internal roads, street lights, storm water drains, drainage system, sewerage, water tank, gardens, security etc. In case it is so required the corpus may also be used by Owner / Apex Body at their discretion for the said purpose or for any one or more of them. It is however agreed that the Purchaser/s shall nevertheless also be strictly liable to pay monthly contributions to the Society as may be determined by the Cooperative Society to the Apex Body as aforesaid. The said deposit of Rs 2,07,000 /-

(Rupees) Two Lakh Seven Thousand /- only)

to be paid by the Purchaser/s shall be in addition to the sale price of the Said Premises and the other deposits payable by the Purchaser/s as specified in this Agreement.

(Signature of Owner)

(Signature of Purchaser/s)