पावती

Original/Duplicate

नोंदणी क्रं.:39म Regn.:39M

Monday, March 06, 2017 7:10 PM

कुर्ला-१

पावती कं.: 2590

दिनांक: 06/03/2017

गावाचे नाव: मोहीली

दस्तऐवजाचा अनुक्रमांक: करल1-1977-2017

दस्तऐवजाचा प्रकार : करारनामा सादर करणाऱ्याचे नाव: जयीता . रे

> नोंदणी फी दस्त हाताळणी फी

₹. 30000.00 र. 1880.00

पृष्ठांची संख्याः 94

एकुण:

रु. 318\$0.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 7:28 PM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.10019200 /-मोबदला रु.16515000/-

भरलेले मुद्रांक शुल्क : रु. 825800/-

1) देयकाचा प्रकार: eChallan रक्कम्: रु.30000/-डीडी/धनादेश/पे ऑईर क्रमांक: MH008811172201617M दिनांक: 06/03/2017 बँकेचे नाव व पत्ताः

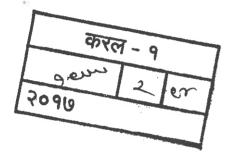
2) देयकाचा प्रकार: By Cash रक्कम: रु 1880/-

मुळ दस्त व थमनेल प्रिन्ट मिळाली

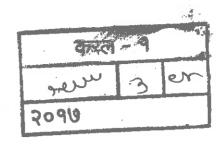


# महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग मुल्यांकन अहवाल सन २०१६-१७

|             |  | _                                      |
|-------------|--|--|
| ₹.          | दस्ताचा प्रकार १- <b>५८८००</b> अनुच्छेद कमांक 25 b नेट   | od.                                    |
| ₹.          | सादरकत्यिवे नाव ३-   |  |
| ₹.          | तालुका ३- मुं <del>बई / अंधेरी / बोरीबली</del> /   | कुलां दगरल - 9                         |
| γ,          | गावाचे नाय ३- मिहिली   | 1 020                                  |
| ч.          | नगरभुमापन कमांक / सर्व्हें क ./ अंतिम भुखंड कमांक : 832  | 7090                                   |
| ξ.          | मूल्य दरविभाग (झोन) 8- 109 52 /  | २०१७                                   |
| ø           | मिळकतीचा प्रकार ४- खुली जमीन / निर्वासी / कार्यालय   | / दुकान / औदयोगिक                      |
|             | प्रति चौ . मी . दर 8   |  |
| ٤.          | दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ १- 96.43 कार्यट / बिल्ट उ                                    | भप चौ . मीटर / फूर्ट                   |
| ٩.          | कारपार्किंग ६ गच्ची ६ पोटमाळा ६  |  |
| <b>ξΟ</b> . | मजला क्रमांक :- 6 न उदवाहन सुविधा आहे/ ना  | ही -                                   |
| ११ -        | बांधकाम वर्ष ३ घसारा ३   |  |
| १२ -        | बांधकामाचा प्रकार ३- आर - सी - सी - / <del>इतर पबके</del> / <del>अर्धे पबके</del> / <del>कच्चे</del> | b                                      |
| . 63        | बाजारमुल्यदर तक्त्यातील भार्गदर्शक सुचना क . ३ ज्यान्वये दित   | गेली घट / वाढ                          |
| \$8.        | भाडेकरू व्याप्त मिळकत असल्यास ३- १ . त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र)                       | 8                                      |
|             | २ - नवीन इमारतीत दिलेले क्षेत्र  | 8- SUB REGISTRA                        |
|             |  | E                                      |
| ۶۴.         |  | :- 4318 10 418                         |
|             | निवासी / अनिवासी २ - अनामत रक्कम / आगावू भाडे  |  |
|             | ३ - कालवधी   |  |
| ۶Ę .<br>ا   | निर्धारीत केलेले बाजारमूल्य ३-   |  |
| 7           | 96.43 x 95500 +51. = 96,69,700/-   |  |
| ソ           | 13.94 × 95500 +51.× 25% = 3,49,500   | 1-                                     |
|             | a + b  |  |
|             |  | 2.1.00,19.200/-                        |
| १७ .        | दस्तामध्ये दर्शविलेली मोबदला ३-  | 8, 1, 00, 19,200/.<br>1, 65, 15, 000/- |
| १८.         | देय मुद्रांक शुल्क :- 8,25,800/- भरलेले मुद्रांक शुल्क :- 8,2  |  |
| १९ .        | देय नोंदणी फी 8- 30,000/-  |  |
|             |  |  |
| लेप्रीक .   | · W  | ह द्रव्यम निवंधक                       |
|             | 4  | तः पुष्यम् । गवथक                      |
|             |  |  |







# CHALLAN MTR Form Number-6

| GRN MH008811172201617M         | BARCODE BIMIII     | ) (444)   1   1   1   1   1   1   1   1   1 |                                 | III Date   | 27/02/2017-12:38:50      | Form ID 25.2            |     |  |  |
|--------------------------------|--------------------|---|---------------------------------|------------|--------------------------|-------------------------|-----|--|--|
| Department Inspector General   | Of Registration    |   |                                 |            | Payer Details            |                         |     |  |  |
| Stamp Duty                     |                    |   | TAX ID (If A                    | ny)        |                          |                         |     |  |  |
| Type of Payment Registration F | 86                 |   | PAN No.(If A                    | pplicable) |                          |                         |     |  |  |
| Office Name KRL1_JT SUB RE     | GISTRAR KURLA NO 1 |   | Full Name                       |            | Jayeeta Ray And Kaush    | nik Banerjee            |     |  |  |
| Location MUMBAI                |                    |   |                                 |            |                          |                         |     |  |  |
| Year 2016-2017 One T           | ime                |   | Flat/Block N                    | lo.        | 604 6th floor A Wing Pa  | lezzio Building         | 1   |  |  |
| Account Head                   | Details            | Amount In Rs.                               | Premises/B                      | ullding    |                          |                         |     |  |  |
| 0030045501 Stamp Duty          | ·                  | 825800.00                                   | Road/Street                     | :          | Safed Pool Kurla Andhe   | eri Road Mohili Village |     |  |  |
| 0030063301 Registration Fee    |                    | 30000.00                                    | Area/Locali                     | ty         | Andheri East Mumbal      |                         |     |  |  |
|                                |                    |   | Town/City/E                     | District   |                          |                         |     |  |  |
|                                |                    |   | PIN                             |            | 4.                       | 0 0 7 2                 |     |  |  |
|                                |                    |   | Remarks (li                     | Any)       |                          | THE SUB REGISTER        | 11. |  |  |
|                                |                    |   | SecondParty                     | /Name=Sp   | enta Builders Pvt Ltd    | A SER                   |     |  |  |
|                                |                    |   | }                               |            | 光                        |                         | 3   |  |  |
| Comments of the                |                    |   |                                 |            | \\ <del>*</del>          |                         | +   |  |  |
| 855800.00                      |                    |   |                                 |            |                          | The second second       |     |  |  |
|                                |                    |   | Amount In                       | Eight Lal  | kh Fifty Five Thousand E | ignature and the second | F   |  |  |
| THIRFACE                       |                    | 8,55,800.00                                 | Words                           | s Only     |                          |                         |     |  |  |
| Payment Details ST             | TATE BANK OF INDIA |   |                                 | FC         | OR USE IN RECEIVING      | BANK                    |     |  |  |
| Chequ                          | ue-DD Details      |   | Bank CIN                        | Ref. No.   | 00040572017030340        | 647 CP76815428          |     |  |  |
| Cheque/DD No.                  |                    |   | Date                            |            | 27/02/2017-12:38:50      |                         |     |  |  |
| Name of Bank                   |                    |   | Bank-Branch STATE BANK OF INDIA |            |                          | DIA                     |     |  |  |
| Name of Branch                 |                    |   | Scroll No. ,                    | Date       | 264 , 04/03/2017         |                         |     |  |  |
|                                |                    |   |                                 | -          |                          |                         |     |  |  |

Mobile No.: Not Available

Theiran Deface Validity unknown

| Sr. No. | VIRGAN TRE SUR              | Defacement No.   | Defacement Date         | Userld | Defacement Amount |
|---------|-----------------------------|------------------|-------------------------|--------|-------------------|
| 1       | (iS)-369-197ate: 2017-03.06 | 0004976489201617 | 06/03/2017-19:08:45     | IGR197 | . 30000.00        |
| 2       | (iS)-369-19 (eason) Se sure | 0004976489201617 | 06/03/2017-19:08:45     | IGR197 | 825800.00         |
|         | Document                    |                  | Total Defecement Amount |        | 8,55,800.00       |



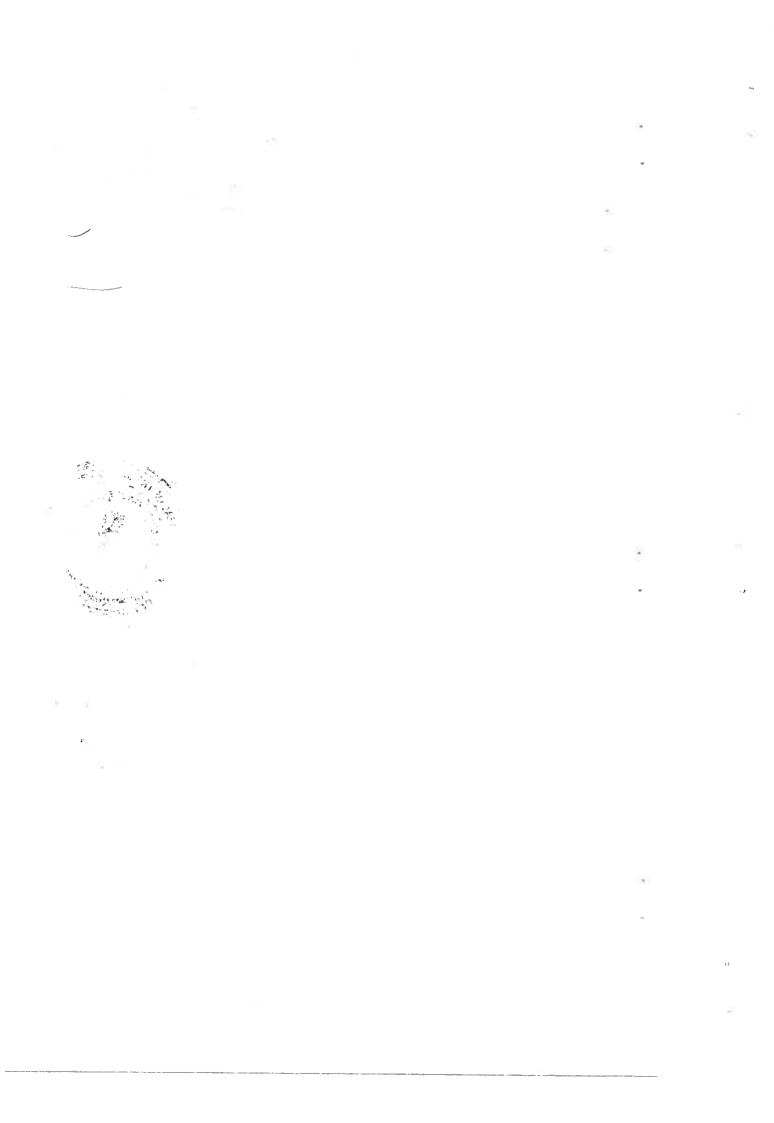
#### CHALLAN MTR Form Number-6

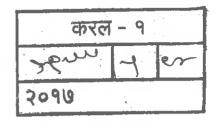
| GRN MH0088              | 311172201617M     | BARCODE        | OF COOP EST CONDUCTOR COLUMN AND AND ASSESSED. | ODE (OURSTERN 1)   | IIII Dai  | te 27/02/2017-12:                | 38:50  | Fоп    | π ID              | 25      | 5.2  |   |
|-------------------------|-------------------|----------------|--|--|-----------|----------------------------------|--------|--------|-------------------|---------|------|---|
| Department In           | spector General O | f Registration |  | Payer Details  |           |                                  |        |        |                   |         |      |   |
|                         | Stamp Duty        |                |  | TAX ID (If   | Any)      |                                  |        |        |                   |         |      |   |
| Type of Payment         | Registration Fee  | '              |  | PAN No.(If Applicable)   |           |                                  |        |        |                   |         |      |   |
| Office Name K           | RL1_JT SUB REG    | STRAR KURL     | A NO 1   | Full Name  |           | Jayeeta Ray And Kaushik Banerjee |        |        |                   |         |      |   |
| Location M              | IUMBAI            |                |  | 1  |           |                                  |        |        |                   |         |      |   |
| Year 20                 | 016-2017 One Tim  | е              | <del></del>                                    | Flat/Block No. 604 6th floor A Wing Palazzio Building  |           |                                  |        |        |                   |         |      |   |
| -                       | Account Head Det  | ails           | Amount in Rs.                                  | Premises/  | Building  |                                  |        |        |                   |         |      |   |
| 0030045501 Sta          | mp Duty           |                | 825800,00                                      | Road/Stree   | et        | Safed Pool Kurla /               | Andhe  | ri Ros | ed Mol            | ili Vil | lage |   |
| 0030 <b>06330</b> 1 Reg | stration Fee      |                | 30000.00                                       | Area/Local   | lity      | Andheri East Mun                 | bai    |        |                   |         |      |   |
|                         |                   |                |  | Town/City/   | District  |                                  |        |        |                   |         |      |   |
|                         |                   |                |  | PIN  |           |                                  | 4      | 0      | 0                 | 0       | 7    | 2 |
|                         |                   |                |  | Remarks (I   | f Any)    |                                  |        |        |                   |         |      | 1 |
|                         |                   |                |  | SecondPart   | tyName=S  | enta Builders <b>G</b> /7 is     | क्ष    | - '    | 7                 |         |      | 1 |
|                         |                   |                | -  |  |           | Jam                              |        | -      |                   | ٧       | ~    |   |
|                         |                   |                |  |  |           | २०१७                             |        |        |                   |         |      |   |
|                         |                   |                |  | Amount In  | Eight Lai | th Fifty Five Thouse             | nd Eig | iht Hi | ındred            | Rup     | 86   |   |
| Total                   |                   |                | 8,55,800.00                                    | Words  | s Only    |                                  |        |        |                   |         |      |   |
| Payment Details         | STATI             | E BANK OF IN   | DIA  |  | FC        | R USE IN RECEIV                  | ING B  | ANK    |                   |         |      |   |
|                         | Cheque-L          | DD Details     |  | Bank CIN   | Ref. No.  | 00040572017030                   | 34064  | 7 CI   | <sup>2</sup> 7681 | 5428    |      |   |
| Cheque/DD No.           |                   |                |  | Date   |           | 27/02/2017-12:38                 | 3:50   |        |                   |         |      |   |
| Name of Bank            |                   |                |  | Bank-Branch STATE BANK OF STAT |           |                                  |        |        |                   |         |      |   |
| Name of Branch          |                   |                |  | Scroll No., Date 264 , 04/1/2017   |           |                                  |        |        |                   |         |      |   |

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Page 1/1

Print Date 06-03-2017 10:40:03





#### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai this 25 to day of February in the Christian Year Two Thousand Seventeen.

BETWEEN

M/S. SPENTA BUILDERS PVT. LTD.,(CIN NO:U45200MH2000PTC128004) a Company registered under the Companies Act, 1956 and having its registered office at 3-A/B Rajabahadur Mansion, 1<sup>st</sup> Floor, 20, Ambalal Doshi Marg, Fort, Mumbai 400 023. Hereinafter called "the Builders" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its suppose assigns) of the One Part:

AND

Mrs. Jayeeta Ray (PAN No.ALTPR9759B) and Mr. Kaushik Baner,
ANYPB9440J) being an Indian Inhabitant residing at Flat 301, A Wing, Building No.
64, TilakNagar West, Mumbai 400089. herein after referred to as "the said
Purchaser/s" (which expression shall unless it be repugnant to the context or meaning
thereof shall be deemed to mean and include his/her/their respective heirs, executors,
administrators and permitted assigns) of the Other Part;

#### WHEREAS:

(i) ADITYA TEXTILE INDUSTRIES PVT. LTD, owned and possessed all those pieces and parcels of land, ground, hereditaments and premises lying being and situate at Mohili Village, Safed Pool, Kurla-Andheri Road, bearing Survey No.50, and 06 and C.T.S. No.832 admeasuring about 24,037.30 sq.mtrs. or thereabouts as per the documents and as per the extract of Property Register Card admeasuring 22,590.60 sq.mtrs marked as <a href="Annexure-"IV">Annexure-"IV"</a>. A more particular description of the said Property is given in the First Schedule hereunder written and hereinafter for brevity's called "the said larger property"; marked as

Annexure- "1"

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(ii) Under an Agreement in writing dated 24/12/2008 made between the said Aditya Textile Industries Pvt. Ltd. (hereinafter for brevity's sake called "the Aditya") therein called "the Owner" of the One part and M/s. Future Communications Ltd.,

Communications of the Purchaser" of the Other part, the said Future Communications of agreed to acquire and purchase from the said Aditya a portion of the said larger property admeasuring 8102.77 sq.mtrs. equivalent to 87.218.2 sq.tt. and forming part of the C.T.S. No.832 along with the five structures standing forming part of the C.T.S. No.832 along with the five FSI/TDR if available on the said 8102.77 s.mtrs. equivalent to 87,218.22 sq.ft. The said portion admeasuring 8102.77 sq.mtrs. is more particularly described in the Second Schedule hereunder written and hereinafter for brevity's sale called "the said Property".

Under the said Agreement dated 24.12.2008, the parties have recorded the terms and conditions concerning the total consideration and mode of payment thereof. As per Clause-3 of the said Agreement, the Owner herein has already paid the full consideration payable thereunder to the said Aditya and no further amount has remained to be paid to the said Aditya. The said Agreement bears the adequate stamp duty payable thereon and the same has been registered with the Sub-Registrar, Kurla No.3, MSD (Bandra) under Sr. No BDR-13-09660-2008

By under a seed of Conveyance dated 03.07.2009 made between the said Ad therein saled the Vendors of the One Part and the said M/s. Future Ltd., and therein called the Purchasers of the Other Part, the old, conveyed, transferred and assigned unto and in favour of the said Future Communications Ltd., all those portion of land admeasuring 8102.77 sq.mtrs. equivalent to 87,218.22 sq.ft. out of the larger property admeasuring 22,590.6 sq.mtrs. thereabouts and forming part of the CTS No 832 of Village Mohili along with 5 structures standing thereon with a right to consume current FSI as also future FSI/TDR if available on the said 8102.77 sq.mtrs. equivalent to 87,218.22 sq.ft. for the total consideration already paid under the said Agreement dated 24.12.2008. The said Deed of Conveyance is duly registered with the Sub-Registrar at Kurla No.3, MSD (Bandra) under Sr. No.BDR-13-5100-2009;

- (v) Thus in the premises that have happened, the said Future Communication Ltd., became the sole and absolute owners of the said property which is more particularly described in the Schedule hereunder written and hereinafter for brevity's sake called the said "Property";
- (vi) By and under an Agreement of Joint Development dated 19.08.2009 made between the said M/s. Future Communications Ltd., therein called the





Owners of the One Part and the Builders herein and there the Developers of the other Part, the said Future Communication Ltd. prought the benefit of the said Conveyance dated 03.07.2009 and to said Future described the Schedule hereunder written belonging Communication Ltd., being developed by the Builder herein on the terms and 149.5% conditions recorded in the said Agreement;

- The said Future Communications Ltd., had borrowed a sum of Rs.33,80,00,000/-(vii) (Rupees Thirty Three Crores Eighty Lacs Only) from the Union Bank of India, Princes Street Branch, Mumbai by way of executing a Memorandum dated 01.01.2009 in favour of the said Bank and by way of depositing the Original Agreement dated 24.12.2008 made between the said Aditya on the One hand and the said Future Communications Ltd., on the other hand with an intent to create security;
- Accordingly, as per the said Agreement of Joint Development dated 19.08.2009 (viji) made between the said M/s. Future Communications Ltd., therein called the Owner of the One Part and the Builder herein and therein called the Developer of the Other Part and which is being registered with the Sul No.III, MSD (Bandra) under Sr. BDR-13-6660-2009, the p carried out the Joint Development of the said proj conditions recorded therein;
- As per clause 25 of the said Agreement of Joint Develop (xi) the Builder became entitled to sell his 50% of the fully constroated is popularly known as "Ownership Basis" or on any other Basis or otherwise, the shops/commercial/premises /galas/ units/ basement/ parking spaces and other premises etc. in the building/s to be constructed on the said property and the remaining 50% to be sold by the said M/s. Future Communications Ltd., subject to clearance of the said Bank liability and the Parties agreed to execute Agreement for Sale of Shops/Commercial Premises/Galas/Units/Basements and other premises in the building/s under development and on the terms and conditions recorded therein.
- As per the said Agreement of Joint Development dated 19.08.2009, the said M/s. (x) Future Communication Ltd., was to clear the outstanding loan of Union Bank of India, Princess Street Branch, Mumbai out of the 50% of the share coming to the said M/s. Future Communication Ltd., (called the "Owners Share") and out of the sale proceeds to clear the entire Bank liability and also to refund to the Builders the Interest Free Security Deposit of Rs.10,00,00,000/- (Rupees Ten Crores Builder to the said M/s. Future Only), which is already paid by the Communication Ltd. Under the said Agreement of Joint Development dated

19 08 2009, the said M/s. Future Communication Ltd., did not carry out its obligation and sold various premises and appropriated the sale proceeds to itself and did not clear the said Bank liability. Various meetings and discussions took place between the said M/s Future Communication Ltd., and the said Builder per Supplementary Joint Development Agreement dated and finally as mage between the said M/s. Future Communication Ltd., on the One COVO - 1 here n on the Other hand, the Owners' share which was ng the Owners' area) under the Agreement of Joint etopment stood reduced to 40% with reduction in the proportionate car the form of duly constructed tenements. Accordingly, under the said Supplementary Development Agreement the said Future released, transferred and relinquished its 60% out of the 50% of the FSI made available to it in favour of the Builder herein and thereby M/s. Future Communication Ltd., became entitled to 20% of the total FSI with proportionate car parking and the remaining 80% came and vested to the Builder herein along with proportionate car parking in the entire project. The said Supplementary Joint Development is also duly registered with the Sub-Registrar at Kurla-3, MSD (Bandra) under Sr. No.BDR-13-10602-2010 dated 30 11 2010.

Accordingly, the Builder herein has become entitled to 80% of the duly constant along with proportionate car parkings in the said project and the

said M/s. Future Communication Ltd.

vide in the said Agreement of Joint Development and the said Development Agreement that the said M/s. Future and the Builder herein shall be individually considered to as defined by the Maharashtra Ownership Flats Act, 1963 concerning its own separate built up areas and entitled to at their own separate risks and costs, on and from obtaining IOD and Commencement Certificate onwards and from time to time, to enter into Agreement for Sale/Ownership Agreement in respect of the Sale of all/any of the shops/commercial premises or other premises etc. forming part of their respective built up areas with any person/s/parties of their choice on what is popularly known as Ownership Basis or on any other basis and upon such terms and conditions as they may deem fit and proper in their sole and absolute discretion and that they shall respectively be at liberty, from time to time, to charge, receive and appropriate for themselves for their own benefit and on their own account from their purchasers, all consideration monies as may be decided by them without rendering any accounts whatsoever and similarly the Builder shall likewise be entitled to grant leases, tenancy rights, give on Leave and License Basis or sale or dispose of their respective built up areas and to enter into any Agreements/writings for such purposes and charge, receive and appropriate to themselves for its own benefits

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and on their own account the consideration, lease rent, license fees or compensation, service charges, deposits, premiums transactions;

The said M/s. Future Communications Ltd., seems to have character liability of (xiii) Union Bank of India and the said Bank has issued No Due Sertingates dated 08.06.2011 inter alia certifying that there are no outstanding in the said Term Loan Account.

- Accordingly, the Builders also entered into Standard Agreements with the said (xiv) Architect registered with the Council of Architects and such Agreement being the Agreement prescribed by the Council of Architects;
- The Building Plans submitted by the said Architects on behalf of the Builders for (xv) the residential purposes are duly sanctioned/approved by the MCGM and the Corporation issued Intimation of Disapproval (IOD) No: CE/4288/BPES/AL\_dated 25.01.2011 and the Commencement Certificate No: CE/4288/BP 29.04.2011. The copies of the said IOD and Commencement marked as Annexure- " II ", " III ";
- In the premises that have happened, the Builders have be (xvi) develop the said property and to construct a new multi-storied residential purposes in accordance with the building plans duly sanctic MCGM and as per the IOD and Commencement Certificate granted by the Corporation and in accordance with the Agreement of Joint Development dated 19.08.2009 and the said Supplementary Joint Development Agreement dated 19.11.2010 as mentioned above;
- (xvii) The Builders as such have commenced the construction of the new multi-storied building for the residential purpose and have contemplated in selling the premises of its share, such as residential premises and other premises etc. to the prospective buyers and purchasers on what is popularly known as "Ownership Basis", in the new building/s to be constructed by the Builders on the said property;
- (xviii) The Purchaser has approached the Builders and informed that the Purchaser is desirous of acquiring and/or purchasing 3 BHK Bedroom, Hall & Kitchen residential Flat No 604 A Wing on the 6th Floor in the said building to be known as "Palazzio" and to be constructed by the Builders on the said property as per sanctioned plans, IOD and Commencement Certificate. The car parking space will be marked and allotted by the Builders and the same will be binding on the purchasers;

- The Purchaser demanded from the Builders and the Builders have given full free and complete inspection to the Purchaser of all the documents of title relating to the said property, the Agreement of Joint Development and the said plant property are a proved plant. See a provided plant of the property of the property of the Promoter of Construction, Sale, Management and Transfe (Regulation of the Promoter of Construction, Sale, Management and Transfe ) Act, 1963 (hereinafter called "the said Rules").
- The Purchaser after verifying the aforesaid is satisfied of all the correctness and validity thereof and after fully satisfying with the aforesaid documents, the Purchaser/s has/have agreed to acquire and purchase the residential premises Flat No 604 Wing A on 6th Floor admeasuring 864.67 sq.ft. (Carpet area) equivalent to 80.33 sq.mtrs. in the said Building to be known as "Palazzio for the total consideration of Rs.1,65,15,000/- (Rupees One Crore Sixty Five Fifteen Thousand Only ) excluding requisite amount towards the payment of Service Tax, VAT and any other taxes and/or expenses to be levied by the

(xxi) Pure Service Leady paid to the Builders a sum of 8,25,750/- (Rupees Birth L. s Trent Five Thousand Seven Fifty Only) of the total straight and remested the Builders to execute this Agreement in favor of the residential premises/free parking sport of the premises etc. In the said Building and to which the Builders have agreed to do so on the terms and conditions set out hereinafter.

- (xxii) While sanctioning the plans the Sanctioning Authorities have laid down certain terms, conditions and restrictions which are to be observed and performed by the said Developer while developing the Property
- (xxiii) The Purchaser has visited and inspected the site of construction on the Property and has seen the said Building being under construction and the Builders have furnished/given inspection of the documents to the Purchaser and wherever applicable copies of the document to the Purchaser relating to the Property, copies of Development Agreement, Supplemental Agreement, approved plans and specifications of the said Building, IOD, Commencement Certificate and the Report on Title and such other documents which are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred to as the "Act") and the rules made there under. The Parties are aware that the Maharashtra Housing

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(Regulation & Development) Act, 2012 ("New Act") has already been promulgated and Presidential assent has also been obtained and is promiting notification for it to become effective. Upon the New Act becoming promiting notification for it to become effective. Upon the New Act becoming promiting notification for it to become effective. Upon the New Act becoming promiting notification for it to become effective. Upon the New Act becoming promiting notification for it to become effective. Upon the New Act becoming promiting notification for it to become effective. Upon the New Act becoming promiting notification for it to become effective. Upon the New Act becoming promiting notification for it to be notified as the reference to the New Act and all the rights and obligations of the Parties under this Agreement this Agreement and It and all the rights and obligations of the Parties under this Agreement. The Purchaser is fully satisfied with the title of the Builders in respect of the Property and further in respect of the Premises (defined hereinbelow) and the Builder's right to construct, allot and sell various premises in the said Building. The Purchaser confirms that the Purchaser waives his/her/their right to further investigate or raise any objection to the title of the Builders to the Property.

(xxiv) The Purchaser is aware that the Car Parking Space/s is/are an exclusive amenity attached to the Flat for his / her / their exclusive use and that the Flat and the Car Parking Space/s shall at all times be held by the Purchaser as one comments unit.

Agreement with full knowledge, implication, effect etc. of value conditions contained in the hereinbefore recited Agreements, Pour documents, plans, orders, schemes including the rights and available to and reserved by the Builders contained in this Agreement.

- (xxvi) It is clarified by the Builders that the building plans and the lay out plans though approved by the Sanctioning Authorities, are tentative and are liable to be changed and / or revised or amended as per the requirements of the Builders and / or as may be ultimately approved / sanctioned by the Sanctioning Authorities and other concerned public bodies and authorities.
- (xxvii) The rights of the Purchaser under this Agreement, unless otherwise specified, are restricted to the Flat hereby agreed to be allotted by the Builders to the Purchaser as stipulated herein.
- (xxviii) Under Section 4 of the Act, the Builders are required to execute a written agreement for allotment of the Flat in favour of the Purchaser, being in fact this Agreement and also to get the same registered under the Registration Act, 1908.

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

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## 1. DEFINITIONS AND INTERPRETATION:

#### **Definitions**

In this Agreement repugnant to the context, the following terms shall have greenent shall mean this Agreement together with Schedules and Annex context any other deed and for document executed in 386 thrsuance hereof.

- (b) "Approvals" shall mean all licenses, permits, approvals, sanctions and consents obtained/ to be obtained from the competent authorities to develop the Property and/or the Project including but not limited to approved plans for the same and those licenses, permits and consents mentioned in the recitals hereto
- (c) "Carpet Area" shall mean the carpet area of the Flat as mentioned in this seement. Such carpet area is subject to tolerance of +/- 3 % on account leading to the flat as mentioned in this seement. Such carpet area is subject to tolerance of +/- 3 % on account leading to the flat as mentioned in this seement.
  - reas and Facilities" shall mean the common areas and as are available to and /cr in respect of the Premises / said pect, as the case may be and more particularly mentioned in we annexed hereto.
- (e) "Contribution" shall mean the amounts payable by the Purchaser in respect of the Premises towards deposits, water connection charges electricity charges, betterment charges, gas connections charges, internet connection deposits, telephone connection deposits, Service Tax Charges, LBT, GST, MVAT charges, etc.
- (f) "FSI" means Floor Space Index (including the fungible and / or premium FSI) as defined under the DCR.
- (g) "Project" shall mean the construction and development of the Property to be known as "PALAZZIO"
- (h) "said Building" shall mean Building under construction known as Palazzio, comprising of ground and residential floors or such further area as may be approved by the Sanctioning Authorities to be constructed on the Property along with other amenities and facilities to be provided therein.
- (i) "Sanctioning Authorities" Municipal Corporation of Greater Mumbai and/or any other concerned authorities.

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(j) "the Car Parking Space/s" means an exclusive amenity attached to the Flat being 1 car parking space/s in the said Building subject to the of the Car Parking Space/s being finalized as tated selow and more particularly described in the THIRD SCHEDULE hereunder written

- (k) "the Flat" means Flat No. 604 admeasuring 864.67 square feet carpet area, equivalent to 80.33 square meters on the 6th Floor of the A wing of the said Building more particularly described in the <u>THIRD SCHEDULE</u> hereunder written and shown delineated by a colored boundary line on the floor plan annexed hereto and marked as Annexure "VI". (hereinafter called the said "Unit")
- (I) "the Property" means all that piece or parcel of land admeasuring 8102.77 sq.mtrs. situated at Mohili Village, Mohili, Kurla Andheri Road, Mumbai-400 072 Taluka South Salsette, Sub-District of Bandra (now Kurla) District Bombay Suburban and bearing Survey Nos.50 and CTS Nos.832 and more particularly described in the Second Schedule hereunder written.
- (m) "the Premises" means the Flat And the Car Parking Spag
- (n) "the Property" means the Property described in the which the Project is to be constructed by the Builders and described in the SECOND SCHEDULE hereunder written.
- (o) "TDR/ Fungible FSI" means Transferable Development Rights as defined under the Development Control Regulation.
- (p) "Organisation" means the society that may be formed and registered under the provisions of the Society Act, in respect of the Property and the New Buildings in accordance with the provisions of this Agreement.

#### 2. INTERPRETATION AND CONSTRUCTION:

Unless the context otherwise requires:

- 2.1 All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-
  - (i) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
  - (ii) All statutory instruments or orders made pursuant to a statutory provision; and
  - (iii) Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.

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- Any reference to the singular shall include the plural and any reference to the plural include the singular, and words imparting the masculine gender shall include the singular, and neutral gender and vice versa.
  - 3 The expression month and "year" shall be to the calendar month and calendar year
- Reference to 'days' or 'dates' which do not fall on a working day, shall be construed as reference to the day or date falling on the immediately subsequent working day
- 2.5 References to person(s) shall include body(ies) corporate, unincorporated association(s), partnership(s), trusts, Hindu undivided family(ies), sole proprietorship concern(s) and any organization or entity, whether incorporated or not
- 2.6 The headings in this Agreement are for convenience of reference only and shall not be taken into consideration in the interpretation or construction thereof.
- 2.7 Any reference to a clause, sub-clause or schedule is reference to the clause, sub-bedule hereto.
- 2.8 Reserve to the control clauses, schedules and annexures unless expressly curvided wall meaning ference to recitals, clauses, schedules and annexures of the Agreement state same shall form an integral part of this Agreement.
- 2 9 An the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.10 The words "include" and "including" are to be construed without limitation. Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.11 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 working day, then the period shall include the next working day.
- 2.12 The Builders and the Purchaser are hereinafter, for sake of brevity and wherever the context so requires, individually referred to as "Party" and collectively referred to as "Parties".

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## 3. <u>DISCLOSURES AND TITLE:</u>

3.1 The Purchaser hereby declares and confirms that prior to the execution of this Agreement, the Builders have made full and complete disclosure of the title to the Property and the Purchaser has taken full, free and complete disclosure of the title of the Builders to the Property and the Purchaser has taken full, free and complete inspection of all relevant documents and has also satisfied himself /

herself / themselves of the particulars and disclosures of the following:-

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- Nature of the Builders's right, title and interest to the Property and the development thereof and the encumbrances thereon, if any;
- (ii) The drawings, plans and specifications duly approved and sanctioned by Sanctioning Authorities in respect of the said Building;
- (iii) Nature and particulars of fixtures, fittings and articular vided in the said Building and the Flat, which are as not exerticularly in somed in the Annexure "VII" annexed hereto;
- (iv) All particulars of the designs and materials to of the Premises and the said Building;
- 3.2 The Purchaser further confirms and warrants that the Purchaser has satisfied himself/herself/themselves in respect of the title of the Property as well as encumbrances, if any, including any right, title, interest or claim of any other party to or in respect of the Property and waives his/her/their right to raise any queries or objections in that regard. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser further confirms that the queries raised by him/her/them with regard to the Premises, the said Building the Project and the terms hereof have been responded to by the Builders. The Purchaser confirms that the Purchaser has been suitably advised by his advisors and well-wishers and that after fully understanding and accepting the terms hereof, the Purchaser has decided and agreed to enter into this Agreement.

#### 4. PLANS:

The Builders have undertaken the construction of the proposed new building on the Property PALAZZIO which is known as "PALAZZIO" in accordance with the plans, drawings, designs and specifications currently approved by the Municipal

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Authority under File No. No. CE/4288/BPES/AL and obtained IOD dated 25-012011, and thereafter obtained Commencement Certificate ("CC") dated 2011 as per the copies annexed hereto and as Annexure "II" & "III"

and specifications for the said Building and to such modification as may be required to be made to the same as the Builders may consider necessary or as may be required by the Sanctioning Authorities / the Government to be made in them. This shall operate as an irrevocable consent of the Purchaser to the Builders for carrying out such changes in the building plans, drawings designs and specifications

#### 5. AGREEMENT:

The Builders agree to sell to the Purchaser and the Purchaser agrees to acquire and purchase from the Builders Flat bearing No. A 604 admeasuring 864.67 square feet carpet area equivalent to 80.33 square meters ("the Flat") on the 6th residential floor in Wing A in PALAZZIO Building more particularly described in the Figure Hereunder written and shown delineated by colored e floor plan annexed hereto and marked as Annexure "VI". It is a parking spaces have been identified by the Builders for the early of sternatic parking of vehicles and to avoid any confusion whilst tarking their wints by the purchasers of various units in the said Building.

Space/s which has/have been allotted under this Agreement is/are an exclusive amenity attached to the Flat, shall be finalized latest by the time possession of the Flat is handed over to the Purchaser and that the Flat and the Car Parking Space/s shall at all times be held by the Purchaser as one composite unit.

#### 6. OBLIGATIONS OF THE BUILDERS:

The Builders shall construct the said Building in accordance with the plans, designs, specifications that are approved by the Sanctioning Authorities and with such variations and modifications as the Builders may consider necessary and/or convenient and/or as may be required by the Sanctioning Authorities and/or any other concerned authority/s to be made by them. The Builders shall be entitled to make such changes in the building/s plans as may be required by the Sanctioning Authorities and as the Builders may from time to time determine and



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as may be approved by the Sanctioning Authorities agrees to the same. This shall operate as an Purchaser to the Builders for carrying out construction as per the proposed and such changes in the building/s plans as may be

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The Builders agrees to observe, perform and comply with all the terms and 6.2 conditions, stipulations and restrictions, if any, which may have been imposed by the Sanctioning Authorities at the time of sanctioning the plans or thereafter and shall before handing over possession of the Flat to the Purchaser, obtain from the concerned authority the occupation certificate in respect of the Flat.

#### FIXTURE/FITTINGS AND FACILITIES/AMENITIES: 7.

The Builders will provide the fixtures, fittings, facilities and amenities in the said Building and the Flat as more particularly mentioned in Annexure "VII" annexed hereto respectively.

#### 8. RIGHTS OF BUILDERS:

fulfillment of the same.

- It is expressly agreed that the right of the Purchaser under 8.1 restricted to the Premises agreed to be allotted by the Builders and all other premises shall be the sole property of the Builde shall be entitled to sell or deal with the same without any reference consent or concurrence from the Purchaser in any manner whatsoever.
- The Purchaser hereby grants his irrevocable authority, permission and consent 8.2 to the Builders that the Builders shall have the sole and absolute right and authority and shall be entitled to deal with, sell or allot or otherwise dispose off any part or portion of the buildings constructed on the Property including the terraces, basement, open spaces, garden area and to permit the same to be utilized for any purpose by anyone. The Builders shall have the absolute right to deal with and dispose off any of the areas in the Property and/or the said Building or appurtenant thereto including for any purpose and shall be entitled to obtain change of user thereof at the discretion of the Builders.
- It is hereby expressly agreed that the Builders shall always be entitled to sell the 8.3. premises/flats in the said Building for the purpose of using the same for such purposes as may be permitted by the Sanctioning Authorities and the purchasers thereof shall be entitled to use such premises purchased by them accordingly and similarly the Purchaser shall not object to the use of the said premises for the aforesaid purposes by the respective purchasers thereof.



In such event, the Purchaser agrees to abide by any and all terms conditions, rules and/or regulations that may be imposed by the Builders or the project management agency, including without limitation, payment of the Purchaser's share of the service charges that may become payable with respect to the operation and maintenance of the said Building, the Common Areas and

The Ribers is additited to purchase and acquire TDR/Fungible FSI from the tracket and consume the same on the Property or any part thereof and construct additional floors, make alterations and deal with the same in the manner the Bushers deems fit and proper and the Purchaser hereby irrevocably consents to the rights of the Builders mentioned above as well as the rights of the Builders to revise and modify the said Building/s plans from time to time and by availing all the benefits and advantages that may accrue or to which the Builders shall become entitled without any claim or objection from the Purchaser

Building and any other terrace shall exclusively and absolutely belong to the Builders and/or its nominees or assigns and over which none of the purchasers of the premises in the buildings shall have any right, title, interest or share. The Buildings shall always be entitled to in its own right and absolute discretion to use, enjoy or otherwise deal with the said terrace as it deem fit and respectively.

Areas and Facilities and this restriction shall be specifically neor the in the ansfer documents in favour of the Organization.

evelopment of the Project is completed, the Purchaser shall not interfere in any manner in any work of development or construction and the Builders alone shall have full control, absolute authority and say over the unallotted areas, car parking spaces, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the Property and the Purchaser shall have no right or interest in the enjoyment and control of the Builders in this regard.

- The Builders shall be at liberty to sell, assign, transfer mortgage or otherwise deal with its right, title and interest in the Property as well as Project and/or the said Building, provided that the same does not in any way materially prejudice the right of the Purchaser in respect of the Premises.
- The Builders shall be entitled to make variations in the lay-out, amenities and specifications, re-locations, water, power, sewage, telephone and other service and utility connection, facilities and underground water tanks, pumps, recreation areas, and their dimension as the Builders deems fit.



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Builders shall be entitled to make such changes in the building plans as the Builders may from time to time determine and as may be approved by the Sanctioning Authorities and the Purchaser hereby agrees to the same. This shall operate as an irrevocable consent of the Purchaser to the Builders for serving out such changes in the building plans.

#### 9. CONSIDERATION

- 9.1 The total consideration payable by the Purchaser to the Builders for the purchase of the said Flat is Rs.1,65,15,000/- (Rupees One Crore Sixty Five Fifteen Thousand Only) On the execution of these presents, along with Service Tax & VAT and any other Taxes/Charges thereon, which will be charged actually as per the notification. A sum of Rs. 8,25,750/- (Rupees Eight Lakhs Twenty Five Thousand Seven Fifty Only) towards the said flat has been paid by the Purchaser payment and receipt whereof the Builders doth had acknowledge of and from the Purchaser.
- 9.2 With regard to the Balance of 1,56,89,250 (Rupees One Cross Eighty Nine Thousand Two Hundred Fifty Only.) the same to be paid by the Purchaser to the Builders in the following manning.

| Amount (Rs.) |   |
|--------------|---|
| 11,15,508/-  | Due and payable within 10 days of Executing the registration for<br>the aforesaid flat being offered by the Builder to the Flat<br>Purchaser/s                              |
| 76,30,000/-  | Due and payable within 30 days of Executing the registration for<br>the aforesaid flat being offered by the Builder to the Flat<br>Purchaser/s                              |
| 69,43,742/-  | Due and payable within 45 days of Executing the registration or possession whichever is earlier for the aforesaid flat being offered by the Builder to the Flat Purchaser/s |

- (A) Payment on time is essence of contract;
- (i) The Purchaser shall without demand pay to the Builders the installments of price mentioned in Clause 9.2 of this Agreement of their respective due dates and payments of such installments on time, being the essence of the contract. The Purchaser shall also pay to the Builders any amounts payable by him/ her/ them as mentioned in this Agreement on the due dates without demand and payment of any amount by Purchaser on time, being the essence of the contract.



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Consequences of breach of any terms and conditions contained in this Agreement by Purchaser. On breach of this or any of the other terms and conditions of this Agreement, the Builders shall be entitled to terminate greement and dispose of the Unit to any other person. In case the dee not to terminate the Agreement, then the Purchaser shall pay the interest at the rate of 18% per annum on delayed ments: In case the Builders decide to terminate the Agreement then. 5% of the total purchase price or the amount paid by the Purchaser to the Builders till date of termination, whichever is less b) Service tax, VAT and all other taxes paid or payable on this Agreement c) The taxes and outgoings, if any, due and payable by the Unit Purchaser/s in respect of the said Unit up to the date of termination of this Agreement shall stand forfeited as liquidated damages However, the Builders shall return balance amount within the period of one year along with interest at the rate of 9% from the date of termination till payment. Such amount may be paid by Builders in installments. However, in case of termination of agreement, irrespective of whether balance amount has been returned or not by the Builders to the Purchaser, the Builders shall be entitled to sellthe said Unit immediately to any other person without any recourse or

dy in Payment / Cancellation:

om the said Purchaser

urchaser(s) agree/s that out of the amount(s) paid/ payable by him/ towards the Sale Price, Rs. 5,00,000/- (Rupees Five Lakhs) of the Sales Price shall be treated as EARNEST MONEY to ensure fulfilment by Purchaser(s) of the terms and conditions, as contained herein. Time is the essence of the terms and conditions mentioned herein and with respect to Purchaser(s) obligations to pay the Sale Price as provided in the Payment Plan along with other payments such as, applicable stamp duty, registration fee and other charges on or before the due date or as and when demanded by Builder, as the case may be and also to perform or observe all the other obligations of Purchaser(s) under this Agreement. Purchaser(s) hereby also covenant/s to observe and perform all the terms and conditions of the booking and/or allotment and/or this Agreement, to keep Builder and its agents and representatives. estates and effects indemnified and harmless against the said payments and observance and performance of the said terms and conditions and also against any loss or damages that Builder may suffer as a result of non-payment, non-observance, or non-performance of the terms and conditions mentioned herein and/or the Agreement for Sale by Purchaser(s).

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Payment of installment, and all other administrative dues shall have to be made within due dates as would be mentioned in the letter(s) of the Builder to be issued from time to time requesting for such payments. Payment within time would be deemed to be essence of the terms of these presents. Part payments will not be accepted after the due dates. The Builder may, at its sole option and discretion, waive in writing the breach by the Purchaser(s) not making payments as per the schedule of payments given in Clause 9.2 but on condition that the Purchaser(s) are liable to pay interest on the amount due as under:-

(a) Interest @ 18% (Eighteen Percent) per annum shall be paid on the amount due which shall from the date on which the amount was due, till the date of payment (both days inclusive).

(iii) Upon non-receipt of the Installment within due date, Build notice to Purchaser(s) to pay the amounts due within due date after which Builder shall issue cancellation letter shall be liable to pay the due amounts with interest acceptable prescribed under Clause 9 A (ii) herein.

In addition to Purchaser(s)' liability to pay interest as mentioned (iv) hereinabove, Purchaser(s) shall also be liable to pay and reimburse to Builder, all the costs, charges and expenses whatsoever, which are borne, paid and/or incurred by Builder for the purpose of enforcing payment of and recovering from Purchaser(s) any amount/s or due/s whatsoever payable by Purchaser(s) under this Agreement. However, if the Installments/payments are not received within forty five (45) days from the due date or in the event of breach of any of the terms and conditions of this Agreement for Sale by Builder, the Builder shall issue pre-cancellation letter and the Purchaser(s) shall be called upon to pay the requisite amounts within fifteen (15) days failing which the allotment and the Agreement shall be cancelled and terminated at the sole, absolute and unfettered discretion of Builder. Builder will issue a cancellation/ termination letter without any further notice to Purchaser(s). Upon such cancellation Builder shall refund the monies paid by Purchaser(s) without interest subject to forfeiture of following sums:

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a) Application Money or the actual amount paid whichever is higher subject to a maximum of 15% (fifteen percent) of the Sales Price;

b) Amount of penalty for dishonor, of cheque, if any, paid by Applicant(s) under this Application.

Upon such cancellation Purchaser(s) shall be left with no right or lien on the said Apartment or on the amount paid till such time. The balance amount shall be refundable to Purchaser(s) without any interest, within three (3) more his of such cancellation subject to the purchaser executing required Deed of Cancellation and/or the Agreement as the case may be decided by the Bulider. The dispatch of said cheque by registered post speed-post to the last available address with Builder as appearing in the recitals mentioned hereinabove shall be full and final discharge of all the obligation on the part of Builder or its employees and Purchaser(s) will not raise any objection or claim on Builder in this regard. Builder may at its sole discretion condone the breach committed by Purchaser(s) and may revoke cancellation of the allotment provided that the said Apartment has not been re-allotted to other person till such time and Purchaser(s) agrees to pay the unearned profits (difference between the booking price and prevailing sales price) in proportion to total amount

outstanding on the date of restoration and subject to such additional conditions/ undertaking as may be decided by Builder. Builders may at its

on waive the breach by Purchaser(s) for not paying the per the Payment Plan but such waiver shall not mean any terest amount and Purchaser(s) have to pay the full

Conditions as Builder may in its sole, absolute and unfettered discretion think fit and proper and Purchaser(s) shall not be entitled to raise any objection or dispute in this regard. However, it is agreed between the Parties that Builders shall adjust the amount due from Purchaser(s) first towards the interest due, if any, taxes and then towards the Sale Price.

(vii) Purchaser(s) agree/s and undertake/s to execute a Deed, Document, or Writing including the Cancellation Deed to cancel the Agreement, the balance amount, if any shall be paid to Purchaser(s) only upon the cancellation of the Agreement and/or receipt of the Cancellation Deed, Documents, writings as aforesaid Failure of the Purchaser to execute and register required Deed of Cancellation as mentioned hereinabove despite reasonable opportunity given by the Promoter, the Purchaser shall ceased to have any right of any nature whatsoever either in respect of the said Apartment or against the Builders, and the Builders shall be entitled to

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deal with and/or dispose of the said Apartment in the manner deemed fit and proper.

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Difference in Area to the extent of +/- 3% of the area of the Plat: It is further expressly agreed by and between the parties that at the time of handing over possession of the Flat to the Purchasens, subject to the terms contained in these presents, if it is found that there is a actual discrepancy in the area of the said premises to the extent of (+/-) 3 % visà-vis the area of the said Flat as mentioned in the sanctioned plan and which difference in area could result from any inadvertent error whilst the construction of the building and/or otherwise howsoever, then in that event the parties expressly agree that neither of them shall make any grievance in that regard and further agree that in the event of the area of the said Flat being less than the area thereof as per sanctioned plan and as mentioned hereinabove, then in that event the Builders sha the Purchaser/s to the extent of such deficit area 💆 towards such deficit area and compensation shall he same price at which the said premises has been ag under these presents and similarly, if it is found that the area of more than the area thereof as per sanctioned plan hereinabove, then in that event the Purchaser/s shall b payment towards such excess area and which amount shall be computed at the same price at which the said Flat has been agreed to be sold to them under these presents. It is further agreed by and between the parties that the payments to be made (if any), by either of the parties in terms hereof, shall be made simultaneously at the time of handing over possession of the said Flat in terms of what is stated in these presents.

#### Foreign Exchange Management Act (FEMA): (D)

If Purchaser(s), is the resident outside India or having Non Resident (i) Indian (NRI) status, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act (FEMA), Reserve Bank of India (RBI) Act and Rules / Guidelines made / issued there under and all other applicable laws including that of remittance of payments, acquisition / sale, transfer of immovable properties in India. Purchaser(s) shall also furnish the required declaration in the Builder prescribed format, if necessary. In case any such permission is ever refused or subsequently found lacking by any Statutory Authority / Builders, the amount paid towards Sale Price will be refunded by the Builders as per rules without any interest and the allotment cancelled forthwith and Builders will not be liable in any manner on such account. Al





refunds to Non-Resident Indians (NRI) and Persons of Indian Origin (PIO), if any, shall, however, be made in Indian Rupees and Purchaser(s) alone shall be liable to get all the necessary permission for getting the refund of the amount paid towards the Sale Price as mentioned above from the

(ii) case of foreign removation as institution of the center of the cent

foreign remittance, the net amount credited to bank shall be neurit received and necessary bank charges shall be borne by

Purchaser(s) may obtain finance from any financial institution/bank or any other source for purchase of the said Apartment at their cost and responsibility Purchaser(s) obligation to purchase the said Apartment pursuant to this Agreement shall not be contingent on Purchaser(s) ability or competency to obtain such financing and Purchaser(s) will always remain bound under this Apartment Buyer Agreement. Builders shall not be responsible in any manner whatsoever if any bank/financial institution refuses to finance the said Apartment on any ground or revokes the loan

ale ( nted Further, if any bank /financial institution refuses/ makes delay is one ing financial assistance and/or disbursement of loan on any und(s), like Purchaser(s) shall not make such refusal/ delay an excuse in non-payment of any Installments / dues to Builders within stipulated time as the payment plan.

(F) Communication address:

Purchaser(s) shall get registered his/ her/ their communication address and email address with Builders and it shall be the sole responsibility of Purchaser(s) to inform Builders about all subsequent changes, if any, in his/ her/ their e-mail address, postal address, by registered letter and also obtain a formal specific receipt of the same, failing which all communications/ letters posted at the first registered address/ postal address will be deemed to have been received by Purchaser(s) at the time, when those should ordinarily reach such address and he/ she shall be responsible for any default in payment and other consequences that might occur there from. In all communications, the reference of the said Apartment must be mentioned clearly

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(G) Communication Mode







Builders will communicate with Purchaser(s) mainly through emails unless Purchaser(s) does not have an official e-mail address. Furchaser(s communicate with Builders using officially notified e-mail id. All Moticello Letters of communication to be served on Purchaser(e) by this Agreement shall be deemed to have been Gulf served, if sent to Purchaser(s) or to the Second Purchaser in case of more than one Purchaser at the postal address given by Purchaser(s). However, any change in the address of Purchaser(s) shall be communicated to Builders through registered post within 7 (Seven) days of such change. In case there are joint Purchasers all communication shall be sent by Builders to Purchaser whose name appears first, at the postal address given by him/her for mailing and which shall for all purpose be considered as served to all Purchaser(s) and no separate communication shall be necessary to the other named Purchaser. Purchaser(s) conf she does not have any objection for Builders sending cg telephone or e-mail regarding its upcoming projects and

## (H) Authority To Sign:

Purchaser(s) has represented and warranted to Builder that has the power, competence and authority to enter into and perform this Agreement and has clearly understood his rights, duties, responsibilities and obligations under this Agreement. The Parties have agreed to the terms and conditions of this Agreement as set forth hereinafter.

## (I) Development Charges:

The Development Charges for the development in the Complex which is to be provided by the Government of Maharashtra and the same will be charged on pro rata basis from all the Purchaser(s) (taxes extra as applicable), on the basis of the rate fixed by the Maharashtra Government and in case of any increase in these charges in future due to any reason whatsoever, the same shall be paid by Purchaser(s), as and when demanded by Builders and the payment shall be made by Purchaser(s) on or before the date mentioned in the intimation / demand letter issued by Builders. In case of decrease in the charges in future due to any reason, the same shall be refunded to Purchaser(s) without any interest.

## (J) Payment Consideration

The aforesaid price or part thereof may, at the specific instruction of the Builder in that regard, have to be paid by the Purchaser/s by way of pay

order / cheque favoring Spenta Builders Private Limited Escrow Account. Time as to payment shall be of the essence and the Purchaser/s shall be liable to pay interest @ 18% p.a. on all delayed payments from the due date till the date of payment thereof. If interest charges as aforesaid thains unpaid, then all further payments made by the Purchaser/s will be firstly addited towards interest due and thereafter the balance, if any, will be adjusted towards the principal and government taxes as applicable.

The Puilder has informed the Purchaser/s that it has availed of credit facility in connection with the aforesaid project from M/s. J. M. Financial Credit Solutions Limited, and in view of the terms agreed in that regard, all payments to be made by the Purchaser/s in terms of these presents, shall be paid by them vide RTGS /Demand Drafts/ crossed cheque/s drawn in favour of an exclusive account maintained by the Builder with the HDFC Bank Ltd., being "SPENTA BUILDERS PRIVATE LIMITED ESCROW A/C".

It is further agreed by and between the parties that if the credit facility availed of by the Builder is cleared and/or paid off by it, before the shave made full payment as per the terms of these presents, case on the Builder intimating the Purchaser/s about the de, as fair ce payment due and payable by the Purchaser/s in terms befor, shall be paid by him/her/them vide RTGS/ Bank Drafts / crossed oneques frawn in favour of the "SPENTA BUILDERS PRIVATE TIMUED ESCROW ACCOUNT A/C No: 00010350005254".

Purchaser/s are aware that as per present statute, Service m) Tax/VAT/GST or any other taxes are leviable/applicable on the purchase price payable hereunder and consequently the amount of each installment payable by the Purchaser/s to the Builder in respect of this transaction, shall proportionately increase to the extent of the liability of such taxes. The Purchaser/s hereby undertake(s) to pay the amount of the Service Tax/VAT/GST / or any other taxes along with each installment from the effective date and further shall not dispute or object to payment of such statutory dues. The Builder shall not be bound to accept the payment of any installment unless the same is paid along with the amount of Service Tax/VAT/GST / or any other taxes applicable thereon and the Flat Purchaser/s shall be deemed to have committed default in payment of amount due to the Builder hereunder if such payment is not accompanied with the applicable Service Tax/VAT/GST / or any other taxes. Provided Further that if on account of change/amendment in the present statute or laws, statutes, rules, regulations and policies or enactment of new







legislation of new laws by the Central and/or State Government any other taxes become payable hereafter on the amounts and the by the Purchaser/s to the Promoter in respect of this transaction and/or a foresaid taxes levied is increased on account of revision by Purchaser/s shall be solely and exclusively liable 2006 and pay the same.

- The Builder may avail from banks/financial institutions loan/financial iv) assistance for development of the said property including construction of the said new building in which the said premises is situated and as a security for the payment thereof it may create security in respect of the new building/s to be constructed on the said property in which the said premises is situated. The Purchaser/s hereby consent/s to the Builder availing such loan and/or financial assistance on such terms and conditions as the Builder may deem fit and proper, without however the Purchaser/s being responsible in any manner for repayment of loan along with interest and/or incurring liability of any manner w or otherwise.
- The Purchaser/s has/have taken inspection of all re v) has/have satisfied himself/ herself/ themselves Builder title to the said property, prior to the execution and doth hereby accept/s the same and agree/s requisition or objection/s relating thereto at any stage hereafter. The Builder, however, agree that before vesting the new Buildings and the said Property in favour of the Federation of the said Societies or any new proposed Society or Limited Company of acquirers of premises in the said Building/s as the case may be, the Builder shall as far as practicable, ensure that the said property is free from all encumbrances on execution of such document vesting the same which could be by way of an Lease Deed and/or Assignment or any other document as may be permissible and/or as the Promoter may decide in its sole and absolute discretion (hereinafter referred to as the "vesting document").
- The Promoter hereby agree to observe, perform and comply with all the vi) terms, conditions, stipulations and restrictions, 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 certificate in respect of the said premises. Thereafter, the same shall be complied and performed by the Flat Purchaser/s.

The Purchaser/s agree/s to comply with all the terms and conditions of any order scheme, permission, objections etc., that may have been

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granted or sanctioned and/or which may hereafter be granted or sanctioned or imposed by any authority statutory or otherwise, including making payment of any charges, bearing expenses, making deposits, whether refundable or not

Comoter for ther avers that in the event of any further or additional seed filling a allable in respect of the said property, the same shall no to the Premoter alone and the Purchaser/s expressly consent and see to the same

(K) Adjustment/ Appropriation of Payments

The Purchaser authorizes the Builders to adjust/ appropriate all payments made by him/ her/ them against under any head(s) of dues outstanding, if any, in his/ her/ their name as the Builders may at its sole discretion deem fit and the Purchaser undertakes not to object/ demand/ direct the Builders to adjust his payment in any manner otherwise than as decided by the Builders at its sole discretion.

If the Builders fails or neglects to give possession of the Flat to the Purchaser on the above referred date (subject to grace period of 6 months and force majeure) or within any further date or dates as may be mutually agreed between the parties hereto, then in such case the Purchaser shall be entitled to give notice to the Builders terminating this Agreement, in which event the Builders shall within 30 days from the receipt of such notice, refund to the Purchaser the amount of deposit or earnest money and the further amounts, if any, that may have been received by the Builders from the Purchaser as installments in part payment in respect of the Premises along with the simple interest at the rate of 9% per annum from the date the Builders receives such amounts till the date the amounts and the interest thereon is repaid. The Builders shall refund the above mentioned amount in respect of such termination and upon such termination neither party shall have any further claim against the other in respect of the Premises or arising out of this Agreement and the Builders shall be at liberty to

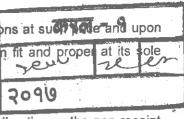








dispose off the Premises to any other person or persons at such the and upon such terms and conditions as the Builders may dee n fit and prope discretion.



If as a result of any legislative order or regulation or direction or the non-receipt of the any relevant Approvals from the Government or public authorities or for a reason beyond the control of the Builders or its agent, the Builders is unable to provide the Flat for fit-outs or complete the said Building and/or give possession of the Flat to the Purchaser in the time as mentioned in Clause 10.1 above, the Builders may by notice in writing terminate this Agreement and the only responsibility and liability of the Builders in such an event will be to pay over to the Purchaser such consideration as may have been paid by the Purchaser with simple interest thereon @ 9% from the date of receipt of payment of each installment to the date of notice of termination by the Builders. The such amounts shall be made by the Builders in equal monthly

Provided that the Builders shall be entitled to reasonable ex giving delivery of the Flat on the aforesaid date, if the complete Building is delayed on account of:

the expiration of 45 days in which the cancellation/termination

- (i) force majeure;
- (ii) non-availability of steel, cement, other building material, water or electric supply;
- non-payment or delayed payment of installments by the Purchaser; (iii)
- labour problems, shortage of water supply or electric power or by reason (iv) of any war, civil commotion, act of God if non delivery of possession is as a result of any notice, order, rule or notification of the government and/or any other public or competent authority or Sanctioning Authorities or of the court or on account of delay in issuance of NOC's, licenses, Approvals, occupation certificate etc. or non-availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Builders;

any change in the Development Control Regulations for Greater Mumbai, 1991:

(vi) any additional grant of FSI / TDR/Fungible which may entail increasing the number of floors,

(vii) economic bardship;

uelay in receip of documents and/or Approvals;

her reasonable cause beyond the control of the Builders or its agent or not directly attributable to any willful act or omission of the Builders, and

any other reason (not limited to the reasons mentioned above), beyond the control or unforeseen by the Builders, which may prevent, restrict, interrupt or interfere with or delay the construction of the said Building including the Premises.

For the purpose of this Agreement the expression "force majeure" shall include any natural calamity, landslide, strikes, terrorist action or threat, invasion, riot, crowd disorder, labour unrest, invasion, war, threat of ation of war, fire, explosion, storm, flood, earthquake, structural damage, epidemic or other natural disaster, the latest of the law, regulations, rules or orders issued by any control of the Builders.

- 10.4 Upon possession of the Premises being offered to the Purchaser,
  he / she/ they shall have no claim against the Builders in respect of any item
  of work in the Flat
- Nothing contained in these presents is intended to be nor shall be construed to be transfer of ownership in law of the Property or the said Building or any part thereof
- The Purchaser shall take possession of the Flat within 10 days of the Builders giving written notice to Purchaser intimating that the Flat is ready for use and occupation and offering possession of the same to the Purchaser. Commencing from the expiry of the 10 days from issue of the intimation in writing by the Builders to the Purchaser that the Flat is ready for occupation, use and possession, the Flat shall be at the risk of the Purchaser (irrespective of whether possession of the Flat is actually taken by the Purchaser or not) in all respects, including loss or damage arising from the destruction, deterioration, injury or decrease in value of the Flat. It is agreed that irrespective whether possession of the Flat is actually taken or not by the Purchaser, the Purchaser shall from the date of expiry of the 10 day from the date on which possession of the Flat is



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offered by the Builders to the Purchaser be liable to bear and payer. Builders all outgoings in respect of the Flat all rates, taxes, cesses, assessments, betterment charges, levies and all other impositions made by the composition or public bodies or authorities and/or Government, valuable of public bodies or authorities and/or Government, valuable of the composition of public bodies or authorities and/or Government, valuable of the composition of public bodies or authorities and/or Government, valuable of the composition of the compositi

10.7 The Purchaser shall, prior to taking possession of the Flat examine and satisfy himself/herself/itself with the area of the Flat and the said amenities / fixtures. Thereafter, the Purchaser shall have no claim against the Builders with respect to the Flat or any other amenities / fixtures of the said Building or a fixtures alleged not to have been carried out completed there are accordance with the plans, specifications and / or this Application.

10.8 Provided that if within a period of Six (6) months from the data the Flat to the Purchaser, the Purchaser brings to the notice of the defect in material used in the Flat or the said Building in which the Flat is situated or any unauthorized change in the construction of the said Building, then, wherever possible such defects or unauthorized changes shall be rectified by the Builders at its own cost and in case it is not possible to rectify such defects or unauthorized changes, then the Purchaser shall be entitled to receive from the Builders reasonable momentary compensation for such defect or change.

Provided further, if any defect or damage is found to have been caused due to the negligence of the Purchaser or his agents, then the Builders shall not be liable for the same.

#### 11. COMMON AREAS AND RESTRICTED AREAS:

otherwise.

11.1 It is expressly agreed that the Purchaser shall be entitled to the Common Areas and Facilities appurtenant with the Flat and the nature, extent and description of such Common Areas and Facilities.

11.2 It is mandatory for the purchase / purchasers of each apartments to become a Life Member in the Club House by making one time non-transferable Life membership fees of Rs.1,00,000/- (Rupees One Lakh only) which is hereby agreed and accepted by the purchaser.

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12.2 The Purchaser with an intention to bring all persons in whose hands the Premises may come, doth hereby covenant with the Builders as follows:-

and condition from the date possession of the Premises is taken and condition from the date possession of the Premises is taken and to do or suffer to be done anything in or to the said Building, staired or passage/s which may be against the rules, regulations or bye-raws a concerned local authority or change/alter or make addition in or to the Building or the Premises or part thereof;

to store in the Premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction of the said Building or storing of which goods is objected by the concerned local or other authority and shall not carry or caused to be carried heavy packages whereby upper floors may be damaged or that is likely to damage the staircase, common passage or any other structures of the said Building including the entrance thereof. In case any damage is caused to the Premises or the said Building on account of the negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the breach;

(iii) to carry at the Purchaser's own cost all internal repairs to the Flat and maintain it in the same condition, state and order in which it was delivered by the Builders to the Purchaser and not to do or suffer to be done anything in the Premises or the said Building which is in contravention of rules, regulations or bye-laws of the concerned local public authority and







in the event of the Purchaser committing any act, in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority;

not to demolish or caused to be demolished the Flat or any part thereof nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the Flat or any part thereof nor alter the elevation and outside colour scheme of the said Building and to keep the portion, sewers, drain pipes in the Flat and appurtenances thereto in good tenantable repair and condition so as to support, shelter and protect other part of the said Building and not to chisel or in any other manner damage the columns, beams, walls, slabs or RCC structure or pardis or other structural members in the Flat without the prior permission of the Builders and/or the Organisation (formed either in terms of Clause 13 1.1

 (v) not to put any claim in respect of the restricted amenities car parking space, open space hoarding or terrace and sa by the Builders as restricted amenities;

- (vi) not to do or permit to be done any act which may render void or voldainle any insurance of the Property or the said Building or any part thereof or whereby any increase in premium shall be payable in respect of the insurance;
- (vii) not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the Flat in the compound or any portion of the Property and/or the said Building in which the Premises is situated;
- (viii) pay to the Builders within 7 days of demand by the Builders, his/her share of security deposit demanded by the concerned local authority or government for giving water, electricity or any other service connection to the said Building in which the Premises is situated;
- (ix) to bear and pay increase in local taxes, development or betterment charges, water charges, insurance premium and such other levies, if any, which are and which may be imposed by the Sanctioning Authorities and/or government and/or other public authority on account of change of user of the Premises or otherwise;

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Service Tax (GST), LBT, etc. and such other levies, if any, which may be imposed with respect to the construction on the Property and/or any activity. State/Central/Government and/or public authority from time to time;

[XI] The Publication or part with the prior written consent of the Builders action of this Agreement or part with the possession of the Premises until all the dues payable by the Purchaser to the Builders under this agreement are fully paid up and only if the Purchaser has not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser has intimated the Builders and

(xii) till the management of the said Building is handed over to the sepisation and /or the Apex Body, to allow the Builders, its surveyors at all reasonable time to enter into or upon the Premises / Proper tick ew and examine the state and condition thereof.

[XIII] Indian to close a permit to be closed variandas or balconies of the Flat / said Building in hange the external colour scheme or the pattern of the colour

obtained its prior consent in writing in that behalf,

- (xiv) not to change exterior elevation or the outlay of the said Building / Flat:
- (xv) not to fix any grill to the said Building / Flat or windows except in accordance with the design approved by the Builders;
- (xvi) Purchaser shall not do or suffer to be done anything on the Property or the said Building / Flat which would be forbidden or prohibited by the rules of the concerned government authorities. In the event, the Purchaser commits any acts or omissions in contravention to the above, the Purchaser alone shall be responsible and liable for all the consequences thereof to concerned authorities in addition to any penal action taken by the Builders in that behalf;
- (xvii) not to hang cloths, garments or any other item or things from the balcony windows or terrace or any other place appear Purchaser to the said Building / Flat, save and except in the areas designated for the said purpose;

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- (xviii) not to keep flower-vase outside the said Building / Flaton the parapet or chajja or in the common area of the said Building; and
- (xix) not to encroach upon or make use of any portion of the said Building not agreed to be acquired by the Purchaser. These covenants shall be binding and operative even after the formation of the Organisation.
- 12.3 The Purchaser hereby agrees to grant to the Builders, all the facilities, assistance and co-operation as the Builders may reasonably require from time to time even after the Builders have delivered possession of the Premises to the Purchaser, so as to enable the Builders to complete the scheme of development of the Property.
- 13. ORGANISATION AND APEX BODY
- 13.1 It is hereby clarified that the Builder at its own discretion shall form a source of the purchasers of premises.
- 13.2 The decision of the Builder as to which documents will be executed for transferring and vesting the title in respect of the Apex conclusive, final and binding on the Tenant/Allottee and the Organization hereby clarified that the Deed of Conveyance in favour of the Apex define the inter-se rights of all the societies (being members of the Apex Body) formed in respect of all the buildings in the Larger Property.
- 13.3 It is agreed and understood by the Parties that the Builder may, in its sole discretion form and register an apex organisation ("Apex Body") comprising of the societies formed in respect of the Old Buildings and the New Buildings forming part of the Larger Property for the purpose of proper management, maintenance, regulation and control of the infrastructure and common amenities and facilities and for such other purposes as the Builder may decide.
- The Tenant/Allottee, and the purchasers of the other premises shall join in the formation and registration of the Organisation (formed either in terms of Clause 13 1.1 and for this purpose also from time to time sign and execute the application for registration and/or membership and all the necessary applications, memorandum, letters, documents and other papers and writings for the purpose of formation and registration of the Organisation including bye-laws of the Organisation and duly fill in, sign and return to the Builder within 7 days of the same being forwarded by the Builder to the Tenant/Allottee, so as to enable the Builder to register the Organisation of the premises purchasers under the appropriate statute. No objection shall be taken by the Tenant/Allottee.

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if any changes or modifications are made in the draft bye-laws or rules as may be required by the Registrar of Co-operative Societies or any other competent authority

Further, the Tenan Allottee and the purchasers of the other premises shall appendix of the such documents / writings, as may be required, containing coverant/s for payment of the expenses relating to the Common Areas and Facilities of the said Building which are situated on the Property and/or common areas and facilities of the Larger Property.

13.6 It is agreed that in the event that the Organisation or the Apex Body has been formed but there is/are premises/s in the New Buildings that are not sold by the Builder, the Builder shall not be liable to pay maintenance charges, or any other charges/expenses of any nature whatsoever for the unsold premises till such time that the sale of such unsold premises occurs

### 14 OUTGOINGS:

14.1 Commencing a week after notice in writing is given by the Builders to the Purchaser that the Flat is ready for use and occupation, irrespective of whether then or not the Purchaser shall be liable to pay the proportionate action of the purchaser shall be liable to pay the proportionate action of the stor such other levies by the concerned local authority and expenses for each ty, water, common lights, repair and salaries of clerks, bill beliectors, was than, sweepers and all other expenses necessary and incidental at and maintenance of the Property and the said Building. Until the maintenance of the Property and the said Building is handed over to the said Society, the Purchaser shall pay to the Builders such proportionate share of the outgoings as may be determined by the Builders. The amount so paid shall not carry any interest and remain with the Builders until the management is handed over to the Society.

14.2 The Purchaser shall on or before the delivery of the possession of the Premises pay to the Builders the following amounts:

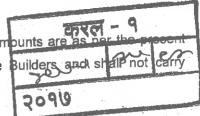
| (I)   | Rs. 260/-     | Non-refundable share money, application, entrance fee of the Society.                              |
|-------|---------------|--|
| (ii)  | Rs. 35,000/-  | Non-refundable legal charges.  |
| (iii) | Rs 93,385/-   | Being the amount representing share of maintenance for the period of 1 yrs @ Rs.9/- per sq ft      |
| (iv)  | Rs 2,100/-    | Being Charges for Registration of Society  |
| (v)   | Rs_1,00,000/- | Non-refundable Club House Membership Fees  |
| (vi)  | Rs. 10,000/-  | Non-refundable deposit payable to BMC and Electricity Company towards Water Meter & Electric Meter |





32

The aforesaid purposes and the corresponding amounts are as ne estimate and are subject to modification by the Builders and significants.



- 14.3 The Builders shall utilize the sum of Rs.35,000 /- (Rupees Thirty Five Thousand only) referred to in Clause 14.2 for meeting all legal costs, charges including the professional cost of their Advocates for preparing and engrossing this Agreement.
- 14.4 It is agreed in respect of amounts mentioned in Clause (i),(ii),(v) & (vi) above, the Builders is not liable to render accounts, however for the amount collected under other heads, the Builders shall hand over the deposits or balance thereof, if any, to the said Society as aforesaid. In the event of any additional amount becoming payable, the Purchaser shall forthwith on demand pay and deposit the difference to the Builders. The aforesaid amount/deposit shall not carry any
- 14.5 Subject to what is stated hereinabove, the Builders shall in account in respect of sum received by the Builders from advance or deposit on account of the share capital of the Sand other charges and shall utilize the same for the purpose of been received.

### 15. STAMP DUTY AND REGISTRATION:

The stamp duty and the registration charges of and incidental to this Agreement shall be borne and paid by the Purchaser. The Purchaser shall at his/her/their cost and expenses, lodge this Agreement or any other transfer document before the concerned Sub-Registrar of Assurances within the time prescribed by the Registration Act, 1908 and after due notice on this regard the Builders shall attend such office and admit the execution thereof.

### 16. NOTICES:

Any notice to any party hereto in connection with this Agreement shall be in writing and shall be sent to such party's contact details first set out above. Each party shall inform the other party in writing of any changes in his/its contact details. Notices shall be deemed to have been properly given, if sent to the Purchaser at the address hereinbefore stated, through registered letter, courier service, personal delivery or facsimile date of service of a notice delivered personally, by courier service or registered letter shall be the actual date of such delivery. Date of service facsimile notice shall be the business day after sending of such facsimile.

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#### 17 INDEMNIFICATION BY THE PURCHASER:

The Purchaser shall indemnify and keep indemnified the Builders and hold the Builders harmly against all actions, claims, demands, proceedings, costs, damands, expenses, losses and liability (including its professional fees in relation the the whatsoever nature incurred or suffered by the Builders directly or indirectly a commection with: (a) the enforcement of or the preservation of any rights of the Builders updat this Agreement. (b) any breach and/or default by the Purchaser in the performance of any and/or all of his/its obligations under this Agreement, (c) damages to any Property(ies) howsoever arising related to the use and/or occupation of the Premises and directly or indirectly as a result of the negligence, act and/or omission of the Purchaser or his/its agents, servants, Purchasers, guests, invitees and/or any person or entity under his/its control; and (d) Purchaser's non-compliance with any of the restrictions regarding the use and/or occupation of the Premises.

### 18 GENERAL PROVISIONS:

8.1 Characteristic d all annexures as incorporated into this Agreement by derent constitute the entire agreement between the parties hereto and there are noticiser representations, warranties, conditions or collateral agreements, any agent, accepted a representative of the Builders or any other person including, without limit the areing out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Purchaser or made available for the Purchaser's viewing. This Agreement shall form the only binding agreement between the parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the Premises between the parties hereto.

- 18.2 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- Any delay, tolerated or indulgence shown by the Builders in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Purchaser by the Builders shall not be construed as a waiver on the part of the Builders of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice or affect the rights of the Builders.









18.4 If there is more than one Purchaser named in this Agreement, all obligations hereunder of such Purchaser shall be joint and several.

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All taxes, charges including but not limited to service ax VAT or an other impositions or levies (i) on account of this transaction or ii) the entire development project or (iii) on the consideration and other amounts payable by the Purchaser to the Builders or (iv) otherwise shall be to the account of the Purchaser alone and the Builders shall not be liable to pay the same. For the avoidance of doubt, any such taxes, impositions etc. shall be payable by the Purchaser over and above the consideration of the Premises and the Builders's decision as regards the quantum of the same shall be final and binding on the Purchaser.

### 19. DISPUTE RESOLUTION AND GOVERNING LAW:

19.1 If any dispute or difference arises between the Parties at any time construction or interpretation of this Agreement or any term or provision the respective rights, duties or liabilities of either Party here aggrieved Party shall notify the other Party in writing thereof, shall endeavor to resolve the same by mutual discussions and Agreement.

- 19.2 If the dispute or difference cannot be resolved within a period of 7 days, from the notice by the aggrieved Party under Clause 19.1 above, then the dispute shall be referred to Arbitration. Arbitration shall be conducted in Mumbai, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language. The Arbitration shall be conducted by a Sole Arbitrator who shall be appointed by the Builders.
- 19.3 The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The Award may include costs, attorney fees and disbursements.

  Judgment upon the award may be entered by the Courts in Mumbai.
- 19.4 This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.
- 19.5 This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

#### 20. CONFIDENTIALITY:

20.1 The Purchaser hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement

and any documents executed in pursuance thereof ("Confidential Information") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written constructed. The confidentiality obligations under this Clause shall europe even after handing over the possession of the Premises and is legally binding on the Purchaser and shall always be in full force and effect.

20-2 The Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Builders.

20.3 Nothing contained hereinabove shall apply to any disclosure of Confidential

(i) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organisation or other recognized investment exchange having jurisdiction over the Parties; or

closure is required in connection with any litigation; or

such information has entered the public domain oth2er than by a breach of

he Agreement

21. The Permanent Account Numbers of the parties hereto are as under

| Name                    |         | Permanent A/c. No. |  |
|-------------------------|---------|--------------------|--|
| SPENTA BUILDERS LIMITED | PRIVATE | AAFCS3109Q         |  |
| Mrs. Jayeeta Ray        | j j     | ALTPR9759B         |  |
| Mr. Kaushik Banerjee    |         | ANYPB9440J         |  |

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands the day, month and year first hereinabove written.

THE FIRST SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

Called Larger Property

THE SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

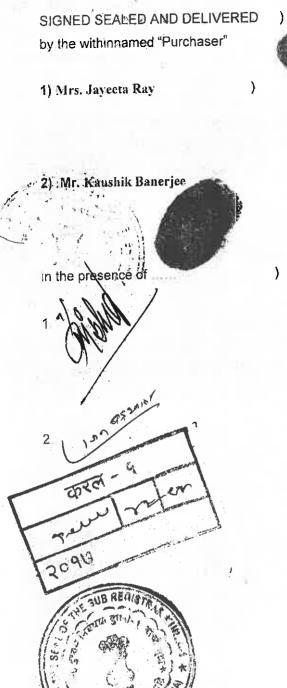
ALL THAT piece and parcel of land admeasuring around 8102.77 sq.mtrs. equivalent to 87218 22 sq ft situated at Mohili Village, Mohili, Kurla Andheri Road, Mumbai-400 072

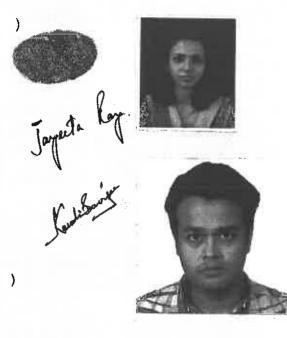
A gh





करल - १ Taluka South Salsette, Sub-District of Bandra (now Kurla) District Bomba Sub and bearing Survey Nos.50 and CTS Nos.832. By Property bearing C.T.S Nos. a) On or towards the North: 805, 806 and 807 b) On or towards the South: By Property bearing C.T.S. No. 840 By partly by Property bearing C.T.S. c) On or towards the East Nos. 810, 810/1, 834, 837 and 839; d) On or towards the West: By partly by Property bearing C.T.S Nos. 804, 814, 830 and 831. THE THIRD SCHEDULE OF THE PROPERTY ABOVE REFERRED 1 Flat no: 604, Floor 6th in A Wing admeasuring 864.67 sq.ft. carpet a mtr) along with 1 Stilt/ Stack/Open Car Parking. The information contained herein above is indicative of the kind of develop that is proposed. The owners/developers reserves the right to make any changes or alterations at their sole discretion without any notice or any obligation and subject to BMC approvals. The Common Seal of the Builders namely. M/S. SPENTA BUILDERS PVT. LTD. is affixed hereunto pursuant to the Resolution ) passed at the meeting of its Board of Directors held on 01/09/2016 by the hand on (1) Mr. Farshid Cooper (2)Mr. Gagandeep Singh Mangat the Authorised Signatory of the company who ) has signed these presents in token of thereof...... )





### RECEIPT

करल - 9 ४००० ४० ००

Received of and from the within named Purchaser Mrs. Jayeeta Ray and Mr. Kaushik.

Banerjee a sum of 8,25,750/- (Rupees Eight Lakhs Twenty Five Thousand Seven

Fifty Only) being the part of the consideration paid by them to us as per Clause-9.1

hereinabove.

| Sr.No. | Date       | Cheque No./ RTGS No./Challan No.  Bank Name |               | Amount in Rs. |
|--------|------------|---|---------------|---------------|
| 1      | 16-01-2017 | 006377                                      | Bank Of India | 5,00,000/-    |
| 2      | 31-01-2017 | 006382                                      | Bank Of India | 3,25,750/-    |
|        |            |   | TOTAL         | 8,25,750/-    |

WE SAY RECEIVED

For M/s. Spenta Builders Pvt. Ltd.

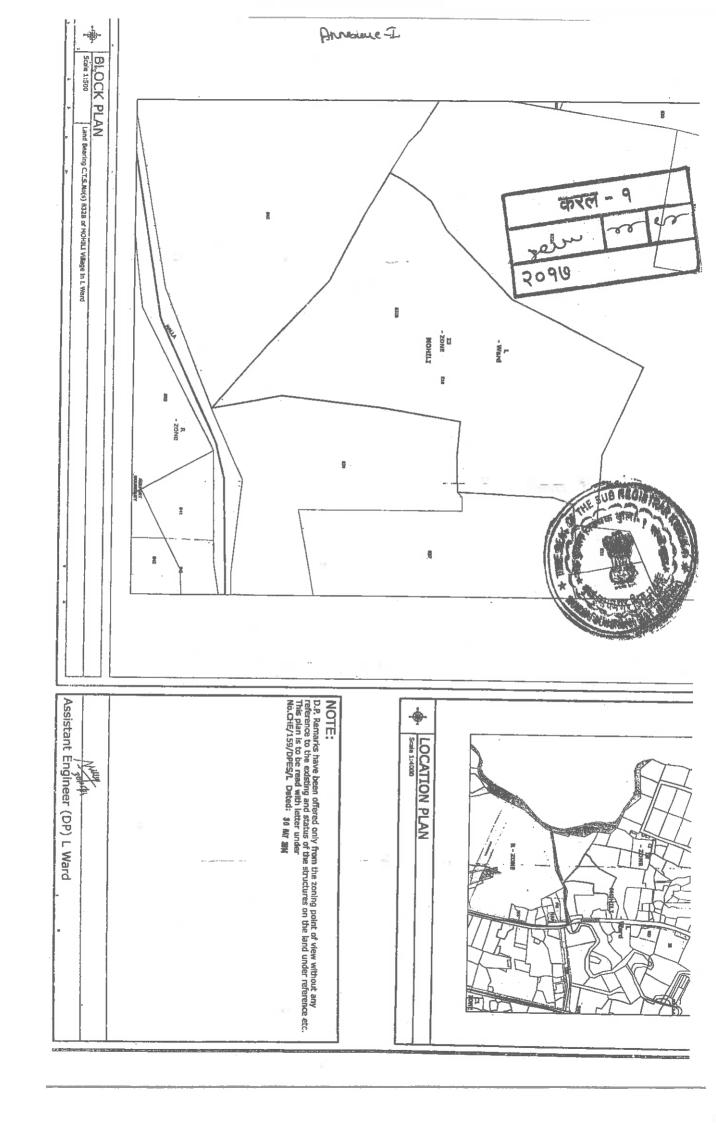
Mr. Farshid Cooper (Authorised Signatory)

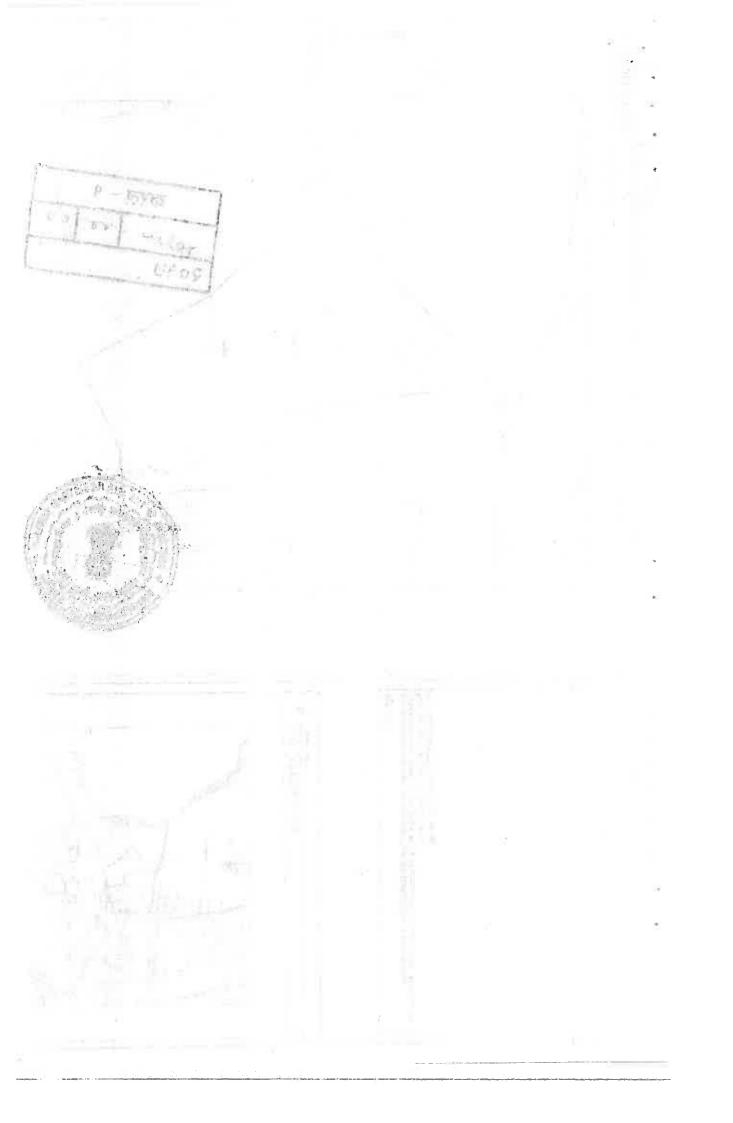
Witnesses:

1.

SEAL STATE OF THE SEAL STATE O







BMPP-2744-2007-10,000 Forms. (4 Pages F/B)

EC

Form ------

in replying please quote No.

and date of this letter.

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

करल - १ २०१७

No CEB /CE/8 /BPES/AL 2 5 JAN 2011,

MEMORANDUM

Municipal Office,

Mumbai ......200

M/s. Spenta Builders (Pvt.) Ltd.

 That the commencement certificate under Sec.45/69(1)(a) of the M.I. T.P.Act will not be obtained before starting the proposed work.

That the compound wall is not constructed on all sides of the plot clear of road widening line with foundation below the bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C.Regulation No.38(27).

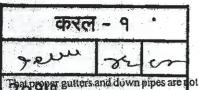
That the low lying plot will not be filled up to reduced level of atleast 92 T.H.D.or 5' above adjoining road level whichever is higher with murum, earth, boulders, etc.and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.

That the specification for layout/D.P./or access roads/development of setback land will not be obtained from Executive Engineer (Road Construction) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. the completion certificate will not be obtained from Executive Engineer (R.C.)/Executive Engineer (S.W.D.) E.S. pefore submitting building completion certificate

5. That the Licensed Structural Engineer will not be appointed, supervision memo as per appendix XI Regulation 5(3)(IX) will not be submitted by him.

That the structural design and calculations for the proposed work CONTROL That the structural design and calculations for the proposed work 1993, and 1893 2002 as per LS.Code Nos.456-2000, 13920 - 1993, 4326 and 1893 2002 as per circular u no.CE/PDI/11945/1 dated 2.2.2006 for existing building showing adequacy thereof to take up additional load For Spaceage Children pubmitted by him.

Facoulty Finder Building Proposal



( That proper gutters and down pipes are not intended to be put to prevent water dropping from the leaves

( ) That the dramage work generally is not intended to be executed in accordance with the Municipal

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of 2.4. JAN 2010, but not so as to contravance any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Executive Engineer, Building Proposals, Zone, Es Wards. L

### SPECIAL INSTRUCTIONS

(1) THIS INTEMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Municipal has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred upon myosed upon and vested in the Commissioner by Section 346 of the said Act

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels:-

the drait

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the planting shall cause the same to be built so that every part of the planting shall cause the same to be built so that every part of the planting built so that every part of the planting street at the nearest point at which

th but a can be configured with the sewer than existing or thereafter to be-laid in such street"

lot lets an 2 feet (of ms) above every portion of the ground within 5 feet (160 cms.)-of

ess the low half Datum

(4) You discrete the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to go experient of expection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act prescribed of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion on occupation is detected by the Assessor and Collector's Department.

- (5) Your attention if further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your permises and to grant a permission before occupation and to leavy penalty for non-compliance under Section 471 if necessary.
- (6) Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of the Bombay Municipal Corporation Act
  - (7) One more copy of the block plan should be submitted for the Collector, Mumbai Suburbs District.
- (8) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes Accompanying this Intimation of Disapproval

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Brihanmum bai Mahanagarpalika 2090

 That the regular/sanctioned/ proposed lines and reservations will not be got demarcated at site through A.E.(Survey)/ E.E.(T&C)/E.E.(D.P.) before applying for C.C.

8. That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Ward Officer and the ownership of the setback land will not be transferred in the name of M.C.G.M.

 That the indemnity Bond indemnifying the Corporation for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.

10. That the existing structure proposed to be demolished will not be demolished or necessary phase programme with agreement will not be submitted and got approved before C.C.

 That the requirements of N.O.C. of Chief Fire Officer & concerned power supply co. will not be obtained and the requisitions; if any, will not be complied with before occupation certificate/B.C.C.

12. That the basement will not comply with the Basement Rules and regulations regarding height, ventilation users, etc and registered undertaking for not misusing the basement will not be submitted before C.C.

13. That the conditions mentioned in release letter of Executive Engineer.

(D.P.) under no. ChE/719/DPES dt. 10.5.2010 will not be complied with that the qualified registered site supervisor through architect/structure engineer will not be appointed before applying for C.C.& his name licence No.duly revalidated will not be submitted.

15. That the extra sewerage charges will not be paid to Assit. Engineer Works before C.C.

That the true copy of sanctioned layout sub-division /amalgamati approved under No CE/498/BPES/LOL alongwith the terms conditions will not be submitted before C.C. and compliance thereof will it be done before submission of B.C.C.

17. That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequence of settlement of floors and plinth filling etc.

18. That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & N.O.C. from Tree Authority will not be obtained.

19. That the notice under Sec.347 (1)(a) of the Mumbai Municipal Corporation Act will not be sent for intimating the date of commencement of the work

20. That this office will not be intimated in prescribed proforms for checking the opens spaces and building dimensions as soon as the work upto plinth is completed

 That the clearance certificate from assessment Department regarding upto date payment of Municipal taxes etc.will not be submitted.

That the requirement of bye law 4© will not be complied with before starting the drainage work and in case Municipal sewer is not laid, the drainage work will not be carried out as per the requirement of Executive Engineer (Sewerage Project), Planning & completion certificate from him will not be submitted.

23. That the copy of Intimation of Disapproval conditions & other layout or sub division conditions imposed by the Corporation in connection with the developmental site shall not be given to the would be purchaser and also displayed at site.

was John Proposit

Brihanmumbai Mahanagarpalika No.CE/ 4288 /BPES/AL 2 5 JAN 2011

That the NA permission from the Collector of Bombay shall not be submitted

That a danata insurance Policy or policy to cover the compensation claims. 75 arising out of Workmen's Compensation Act 1923 will not be taken out before starting the work and will not be renewed during the construction

That the development charges as per M.R.T.P (amendment) Act 1992 will 26.

That the carriage entrance shall not be provided before starting the work 28 That the contact undertaking in prescribed proforms agreeing to serrolls in excess area if constructed beyond permissible F.S.I shall not be provided before risking for C.C. That is endeduate & decent temperary sanitary accommodation will not be provided for construction workers on site before starting the work.

That the dreamentary evidence regarding ownership, area and boundaries or noiding is not produced by way of extracts form the District Inspector of Land Records from City Survey Record and conveyance deed

That separate P.R. Cards for each sub-divided plots, road etc. exhibiting area in words and figures will not be submitted.

That the debris will not be removed before submitting the building 32 completion certificate and requisite deposit will not be paid before starting the work towards faithful compliance thereof

That the No Objection Certificate from Hydraulic Engineer for the proposed 33 development will not be obtained and his requirements will not be complied

for amended layout I sub-station shall not be submitted efore starting the work and terms and conditions thereof

for amended layout 7 sub-station shall flow be determed and conditions thereof mile graphs as a like contravene the section 251 (A)(A) of the Mumbai man, at Corporation Act.

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The con

issue to department of Hydraulic Engineer and structural design to that effect admitted before requesting to grant commencement certificate

That the undertaking for paying additional premium due to increase in land 38. rate as and when demanded shall not be submitted

That the NQC from Insecticide Officer shall not be submitted 39.

That the C.C shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Maiaria 40 etc is made to the Insecticide Officer of the concerned ward office and provision shall not be made as and when required by Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the insecticide Officer shall not be complied with

That the board mentioning the name of Architect/Owner shall not be displayed on site.

> Executived propreparati Canada Substation of T

### Brihanmumbai Mahanagarpalika-No.CE/ 4288 /BPES/AL 2 5 JAN 2011

That the requirements as per circular no. CE/PD/12387 of 17.3.2005 shall 42. not be complied with during the execution of work.

That the debris management plan shall not be submitted to S.W.M. 43.

That the necessary remarks for training of nalla/construction of S.W.D. will 44. not be obtained from Dy.Ch.E.(S.W.D.)City & Central cell, before plinith C.C. and compliance of said remarks will not be insisted before granting full C.C. for the building.

That the Registered undertaking for not misusing the area of society office i 45.

UPS room / elevation features shall not be submitted.

That the Regd. U/T not shall be submitted by the Developer to sell the 46. tenements / flats on carpet area basis only and to abide by provisions of MOFA Act amended upto date and the Indemnity Bond, indemnifying the Corporation and his officers from any legal complications arising the 10 MOFA Act.

#### CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER B١

That the N.O.C. from Civil Aviation Department will not be possible for the 1. proposed height of the building.

#### GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C... C)

That some of the drains will not be laid internally with C.I.pipes.

That the dust bin will not be provided as per C.E.'s circular, No CE/9296/11 of

That the surface drainage arrangement will not be made in consultation Executive Engineer (S.W.D.) or as per his remarks and a comcertificate will not be obtained and submitted before applying for og certificate./ B.C.C.

That 10 ft.wide paved pathway upto staircase will not be provided.

That the surrounding open spaces, parking spaces and terrace the kept open and unbuilt upon and will not be levelled and developed. requesting to grant permission to occupy the building or subm B.C.C.whichever is earlier.

That the name plate/board showing plot No.name of the building et

be displayed at a prominent place before O.C.C./B.C.C.

That the parking spaces shall not be provided as per D.C.Regulation No.36. That B.C.C. will not be obtained and I.O.D.and debris deposit etc.willnot be

claimed for refund within a period of 6 years from the date of its payment.

That the provision will not be made for making available water for flushing and other non-potable purposes through a system of borewell and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any chances of mixing with the normal water supply of the Corporation.

10. That the certificate to the effect that the licensed surveyor has effectively supervised the work and has carried out tests for checking leakages, through sanitary blocks, termites, fixtures, joints in drainage pipes etc and that the

workmanship is found very satisfactory shall not be submitted.

11. That three sets of plans mounted on canvas will not be submitted.

eringer Building Pronger

### Brihanmumbai Mahanagarpalika No.CE/ 4288 /BPESIAL 2 5 JAN 2011

12 That the certificate from Lift inspector regarding satisfactory installation and operation of lift will not be submitted

That the adequate provision for post-mail boxes shall not be made at suitable

location on ground floor istilt

That the every part of the building construction and more particularly overhead tank will not be provided with a proper access for the staff or Insecticide Officer with a provision of temporary but safe and stable ladder

15 That the final NOC from S G shall not be submitted.

16 Fhat the requisitions of clause No.45 & 46 of D.C.R. 91 shall not be complied

That the infestructural works such as construction of handholes/manholes out is for underground cables, concealed wring inside the flats/rooms, counsispace, for telecom installations etc. required for providing telecom specially provided the provision for rain water harvesting as per design prepared by all proved consultant in the field shall not be made to the satisfaction of

municipal Commissioner
That the Vermontaire bins for disposal of wet waste as per the design and convenion of Organisations / individuals specialized in this field as per the list turnished by Solid Waste Management Department of MCGM, shall not be provided to the satisfaction of Municipal Commissioner

## CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

t certificate under Section 270-A of the Bombay Municipal Corporation not be obtained from HE is department regarding adequacy of

> A Executive Engineer (Building Proposais)(Eastern Suburbs)-I

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No. EB/CE/

/BS

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#### NOTES

- (1) The were should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displyed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposite should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flusing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposite for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards at least 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for purposes. Failing this, it will be presume that Municipal tap water has been consumed to works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before any work even though no materials may be expected to be stabled in front of the frope the scattle hir portices metal, sand preps debrics, etc. should not be deposited over footpaths in public such by the byte architect/their contractors, etc. without obtaining prior permission from the Ward bicer of the real.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this display.
   (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
- 12) All the terms and conditions of the approved layout/sub-division under No. should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The acces road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphalting lighting and drainage before submitton of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from abjoining holding before starting the work to prove the owner's helding.
- ; (19) No work should be started unless the existing structures proposed to be demolished are demolished.

(20) This laturation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13 (h) (H) of the Rent Act and in the event of the purproceeding with the work either without an inimation about commencing the work under Section 347 (1) to 9) or your starting the work without removing the structures [ posed to be rented to specify the proceeding with the conditions under which this Intimation of Lusapproval to a structure of the sanctions with the sanctions will be revoked and the commencement certificate granted under Section 45 of and Town Planning Act, 1966, (12 of the Town Planning Act), will be with drawn.

the Sasting structures by negotiations with the tenants, under the circumstances, proved plans should not be taken up in hand unless the City Engineer is satisfied with the

ect of evicting or rehousing the existing tenants on hour stating their number and the descripation of each.

Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent

- (111) Plans showing the phased programme of construction has to be duly approved by this office before starting the workso as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other sides should be done first before starting the work
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nursance to the tenants staying on the floor below
- the bottom of the over hand storage work above the finished, level of the terrace shall not be more than I metre
- The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation
- gidations must be excavated down to hard soil (26)
- ther appurenances in the building should be so arranged as not to necessitate (271
- at must be called out in strict accordance with the Municipal requirements (28)
- keriond, cistofr of fountain shall be aug or constructed without the previous permission in interpol (Canting Coner for Greater Mumbai, as required in Section 381-A of the Municipal (29)
- hands dirans shall be provided with right fiting mosquito proof covers made of wrought (30) thingest the martholes of all listerns shall be covered with a properly litting mosquito prohunged cast ifor cap ever in one piece, with locking arrangement provided with a bolt and huge screwed ...
- hightly serving the purpose of a lock and the warning pripes of the ribbet pretessed with screw or done shape. pieces (like a garden man rose) with copper pipes with perfictions each not exceeding 1.5 mm. in diameter. the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms above the top where they are to be fixed. an its lower ends in coment concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall
- (32) (a) Louvres should be provided as required by Bye-law No. 5 (b)
  - (b) Lintels or Arches should be provided over Door and Window opening.
  - (c) The drains should be laid as require under Section 234-1 (a).
  - (d) The inspection chamber should be plastered inside and outside.
- If the proposed admonal is intended to be carried out on old foundations and structures, you will do so at your own risk

Executive Engineer, Building Proposals Zones ... P. Wards [

| hen-229 = 3000 (2)   | करल - १  |
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| MUNICIPAL CORPORATION OF GREATER M   | 117465   |
| MAHARASHTRA REGIONAL AND TOWN PLANNIN  | Lenn 13  |
| No. CEI 4 2-8 & IBPESIA)   | S. A. O. D. S. O. S. |
|  | 2090   |
| COMMENCEMENT CERTIFICATE   | A O RE R 2011  |
| Mis. Spenta Builders (put). Ltd.   |  |
| Editions (PVF). LTA  |  |
|  |  |
| Sir,   |  |
| With reference to your application No. 76 25 dt. 25/6/   | 2010   |
| for Development Permission and grant of Commencement Certificate under   | Cartion 45 3 co. c                                       |
| Maharashtra Regional and Town Planning Act 1966, to carry out developme  | et and history   |
| under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect  | nt and cultaing permission                               |
| on plot No. CTSNo 220 40 CB1 4   | C  |
| Planning Schome No. mohili situated at Road / Street Kunia C   | LAVA/ VIII AND RESTRICT                                  |
| the Commencement Certificate / Building permit is granted on   |  |
| 1) The land vacated on contemporary of all the land parmit is granted on the land vacated on contemporary of all the land vacated on the land vaca | he following athiditions                                 |
| <ol> <li>The land vacated on consequence of the endorsement of the set back<br/>shall form part of the public street.</li> </ol>   | line / maticarden ne                                     |
|  | () [ ] [ ]   |
| or plant diction shall be occurred or allowed a  | o be undipreditionisted or                               |
| permitted to be used by any person until occupation permission has been  3) The commencement critificated developments   | granted  |
| ostaticate development permission shalf ren  | main valid for one symmet                                |
| commencing from the date of its issue.  4) This permission does not entire and a second of the secon | 19 19 19 19 19 19 19 19 19 19 19 19 19 1                 |
| and which does not went  | іл уоц   |
| in sommencement Confificate is renewable every year but such exten   | ded made to 11 1   |
| expect three years provided further that such lange shall not be ex-   | No organia and and the st                                |
| To tross per mission under section 44 of the Maharashtra Regional & Tor  | on Oleman I and a second                                 |
| This certificate is liable to be revoked by the Municipal Commissioner for   | e Charles March 1997                                     |
| a) The Development work in respect of which permission is grante   | I under this sentificate to                              |
| not carried out or the use thereof is not in accordance with the same  | rationed alone   |
| b) Any of the conditions subject to which the same is granted or   | cuoned plans,  |
| imposed by the Municipal Commissioner for Greater Mumbai   | any of the restrictions                                  |
| complied with  | is contravened or not                                    |
| o) The Municipal Commissioner for Greater Mumbai is satisfied that   |  |
| the applicant through front a minimum is satisfied that  | the same is obtained by                                  |
| the applicant through fraud or misrepresentation and the applicant title through or under him in our transfer and the applicant through or under him in our transfer and the applicant through the app | icant and every person                                   |
| deriving title through or under him in such an even shall be deeme   | d to have carried out the                                |
| development work in contrevention of Section 43 or 45 of the Ma<br>Town Planning Act, 1966.  | aharashtra Regional and                                  |
| sour third Wel 1900  |  |
| The second state of the second states and the second states are second states as the second states are secon | and the second   |

The conditions of this certificate shall be hinding not only on the applicant but on his hairs.

Operations, assignees, administrators and successors and every perison deriving title through or marker him.

The Municipal Commissioner has appointed Shri W. P. Chi Hove

Executive Engineer to exercise his powers and functions of the planning Authority under section 45 of the said Act.

The C.C. is valid upto 2 8 APR 2012

c. c. upto Besement top as per approved pl

For and on behalf of Local Authority
The Municipal Corporation of Greater Mumbai

Hand Business (Building Proposal)

Eastern Suburbs - I

FOR

THE STEER OF THE STAL - 2 MAR 2012

C.C. up to SHIF Blab leval as per the approved amended

68 4288 AFESIAL 3 1 MAR 2012

appraved amended plans darked 2212. 2011

Every(ve Englisher Building Propose

12 2 OCT 2012 approved amended plans dated 24/2/2011.

C.C. UP to 11 Upper floors for wing A, B & C and 9 Upper

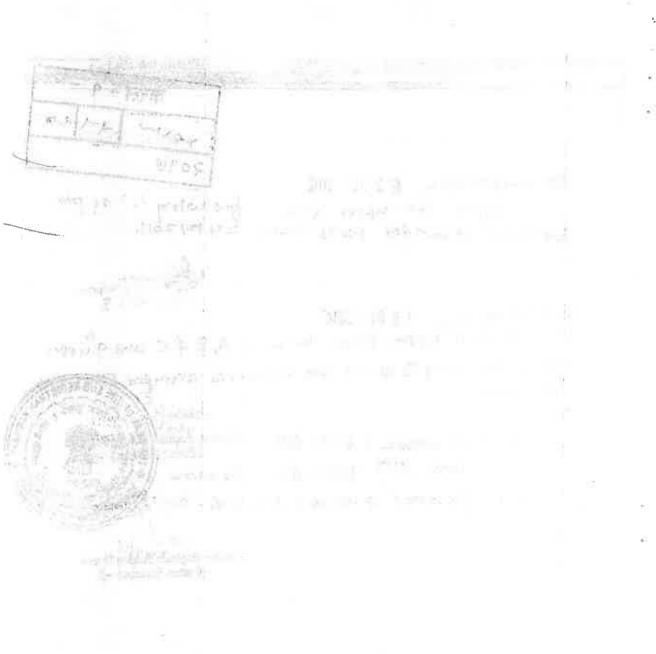
Floors for wing D as Per lest approved amended 20 10 | 2014

CEI 9288 /BPES/A L 7. 4 SEP 2015

C.c. upto 11th uppor floors for wing

: ! last approved amended plans d1. 201

Executive Engineer Buil (Eastern Suburbs.) -2



# VINOD MISTRY & CO.

ADVOCATES, SOLICITORS & NOTARY



VINOD B. MISTRY
ADVOCATES, SOLICITORS & NOTARY
RES.: 2660 9536
SONAL R. AWASTHE
ADVOCATE, HIGH COURT
MOB.: 98334 79742

A-2302/2011

| RAIA BAHADUR MANSION, 9<br>20, AMBALAL DOSHI MARG,<br>PORT, MUMBAL JOO 002    |            |
|---|------------|
| C::2207 6736 / 6654<br>F/ K: 2267 6884C 7 ( )<br>E- nall : mistry/inoc/@holme | _ <b>q</b> |
| Jews  | yeer       |
| २०१७  |            |

## **CORRIGENDUM TO TITLE CERTIFICATE DATED 19.05.2011**

Sub: Property at Mohili Village Mohili, Kurla-Andheri Road CTS No. 832 (part), Sr. No. 50 and admeasuring 8102.77 sq.mtrs.

M/s Future Communication Limited

To,

Spenta Builders Private Limited

We have already issued our Title Certificate concerning the above mentioned property, which is m described in the Schedule hereunder written.

In our said title Certificate, there is a reference of Rs.33,00,00,000/- (Rupees Thirty Three Crores Only) by Moreover Communication Limited in favour of Union Bank of India, Princess Street.

Branch on the said property.

We are furnished with a No Due Certificate from Union Bank of India, Princess Street Branch, dated 06.06.2011 confirming that the said Bank has received the full loan amount and that the said Bank has no dues payable by M/s. Future Communication Limited concerning the term loan of Rs.33,80,00,000/- (Rupees Thirty Three Crores Eighty Lacs Only) concerning project on the said property.

In view of the said No Due Certificate dated 06.06.2011, as per Xerox copy attached herewith, in our opinion title to the said property, described in the Schedule hereunder written is clear and marketable.

### THE SCHEDULE OF THE PROPERTY ABOVE REFERRED TO:

ALL THAT piece and parcel of land admeasuring around 8102.77 sq.mtrs equivalent to 87218.22sq.ft. situated at Mohili Village, Mohili, Kurla Andheri Road, Mumbai-400 072 Taluka South Salsette, Sub-District of Bandra (now Kurla) District Bombay Suburban and

bearing Survey Nos. 50 and CTS Nos. 832 and which delineated in blue colour on the plan annexed hereto as Annexure A.

(a) On or towards the North:

By property bearing C.T.S. No. 805, 806

and 807

(b) On or towards the South:

by property bearing C.T.S. No. 840

(c) On or towards the East:

By partly by property bearing C.T.S Nos.

810, 810/1, 834, 837 and 839;

(d) On of towards the West

By partly by property bearing C.T.S No.

804, 814, 830 and 831.

Dated this 14th day of June, 2011.

For Vinod Mistry & Co

Advocates & Solicitor, High Court, Mumbai.

Encl.





Princess Street Branch

Devkaran Mansion, Shamaldas Gandhi Marg, Mumbai - 400 002.

Fel:2208 8843, 2208 8844, Telefax: 2206 0461, 2208 3805

PRST/ADV/4148 /11

The Director
Future Communications Ltd
141, 14th Floor, Santosh Tower
Vid Cross Lane Road, Lokhandwala Complex
Andheri (West),
Mumbai 400 058

Kind Attn: Smt., Shourie

Madam,

# Sub- NO DUES CERTIFICATE

With reference to above we would like to inform you that you have availed term loan of Rs. 33.80 crores from us for project of studio at Sakinaka, Andheri, Mumbai.

Since the total dues are received by us, we confirm having no dues payable by you in this account.

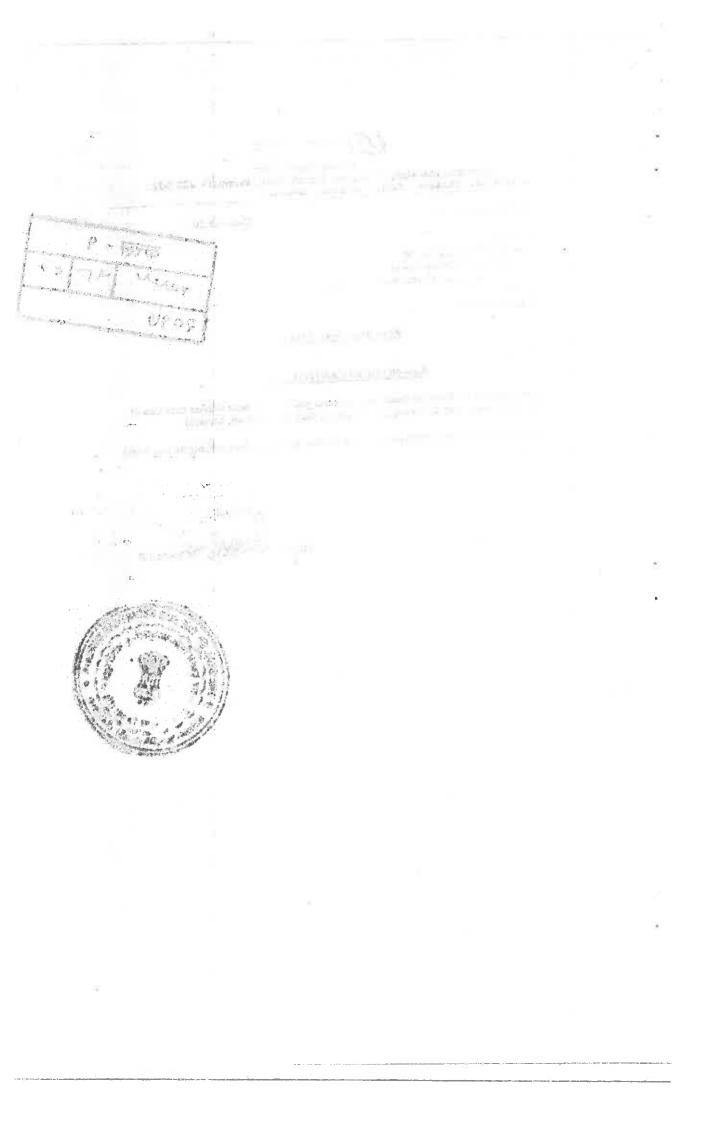
Yours Paithfully.

DEPUTY CENERAL MANAGER

Date- 6.6.2011

करल - 9





मालमत्ता पत्रक तालुका/न.भु.मा.का. -- न.भू.अ. कुर्ला विभाग/मौजे - मोहिली शिट नंबर हरिय धारणाधिकार ।सभाना दिले या नगर घुमापन क्रमंक/ फा. प्ली. न ची मी. त्त्वरील ऑणि या ८३२व/१ [बिनशेती सास र.क. ३९८९३. ) मुदत ३१ el.5053 विनशेती सारा र.स. २६५७५/- मुद्दत २०११-२०१२ पर्यंत -१६२१-७९ न-भू-कः ८३२न/२ केला ₹**४८०.**₹₹ सुविधाधिकार हयकाया मुळ धारक হৰ্ণ पड़ेदार इतर भार

इतर शेरे चिनांक क्यवहार खंड क्रमांक नविन घारक (धा) पट्टेदार (प) किंवा भा १६/०८/२०११ मा जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील क.सी/कार्या-रडी/पो.वि./एस.आर.के.१२२३ दिनांक ०३/०२/ पोर्टावभाजन आदेश, इकडील कार्यालयोन मो.य.मं. ११५/१० चा मोजणी नकाशा तसेच मा.जि.अ.म्.अ.म्.उ.जि.ब्रेस्ट्रिय पत्र क. न.मृ.सं.३क/मोहिली/क्षे.यू./निवन मि.प./एस.अर.ए७७४/२०११/२९६२ चिनांक ५/८/२०११ अन्वये तसेच वि १६/८/२०११ चे आदेशान्यये न.भू.क. ८३२च ची नविन मिळकत पत्रिका उध्यून त्यावर ८१०२.७ घो.मी. दाखल केल् मा जिल्हाधिकारी मुंबई उपनगर जिल्हा याचेकडील 25/06/2088 प्युचर कम्युनिकेशन लि.तफे ब्राचालिका एल.एन.डी./एम.ए.पी./एस.आर.के.१४०० दिनांक श्रीमती सतिश उर्फ सती गुरुदास शौरी ३/२/२०१० चे आदेशान्यये न.भू.क. ८३२म क्षेत्र

मा जिल्हाधिकारी मुंबई उपनगर जिल्हा याचे कंडील आदेश क. सी/डेस्क-२/डी/लॅन्ड/एन ए पी/एस आर.के.१४०० दिनांक १४/१२/२०११ अन्यये न.मृ.झ. ८३२व होत ८९०२.७ ची.मी. औद्योगिक विनशेतीचे निवासी प्रयोजनासाठी वापरास बदला

मा जिल्हाधिकारी मुंबई उपनगर जिल्हा यांचेकडील आदेश क्रमांक -सी/कायां-२डी/एकत्री/गो.बि./एस.आर.के.१५५७/२०१२ दिनांक १७/१०/२०१२ व इकडील कार्यालयीन अति.पो.वि.बोरनं.-१४६/४ -१२-२०१२ व दिनांक ०१/०३/२०१३ चे आदेशान्यये न.भू.क. ८३२ व चे एकूण क्षेत्र ८१०२.७ ची.मी. क्षेत्रामधून ॲमेनिटी ओपन स्पेसचे १६२१.७९ ची.मी. क्षेत्र वजा करून एकूण शिल्लक क्षेत्र ६४८०.९१ चौ.मी. क्षेत्र, धारक व सत्ता प्रकार कायम देवून न-भू क. ८३२/व चा शेज बदलून त्यास न.भू.क. ८३२/ब/१ करणेत येवून ऑमेनिटी ओपन स्पेसचे १६२१.७९चौ.मी. क्षेत्राची नविन पिळकतपत्रिका उघडन त्यास न.भू.ऋ.८३२/ब/२ देवून धारक व सत्ता प्रकार पूर्वी प्रमाणे कायम ठेवले.

फे रफार छः.३४५ प्रयाण् सही e\$/08/Fa83 न.भू.अ.कुलां

नःभू-अ-घुरली

र्फार क.३२४ प्रमाण सारी -08/04/2082

06/85/2088

न.भू. अ.कुली

SUB REGIS

तपासणी करणारा -

04/02/2022

6\$/03/2023

खरी नक्कल -

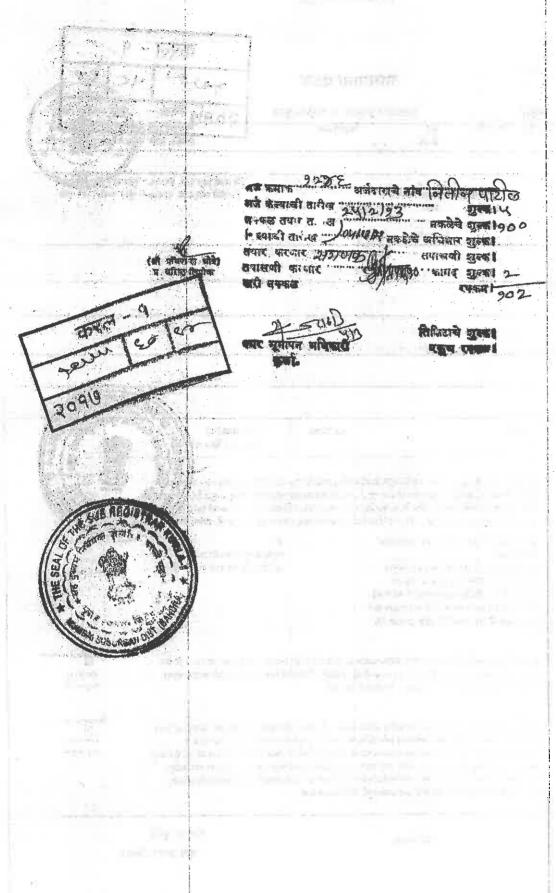
८१०२.७ चौ.मी. औद्योगिक कारणास्तव बिनशेतीकडे वर्ग झालेने खरेदी प्रमाणे धारक सदरी नांबे दाखल केले. व सत्ता प्रकार सी नमूद करुन बिनशेती सा-याची नोंद

केलेने रक्कम रुपये बिनशेतीसारा २६,५७७/- बसविलेली नॉद केली.

केली.

न.भू.अ. कुर्ला मुंबई उपनगर जिल्हा

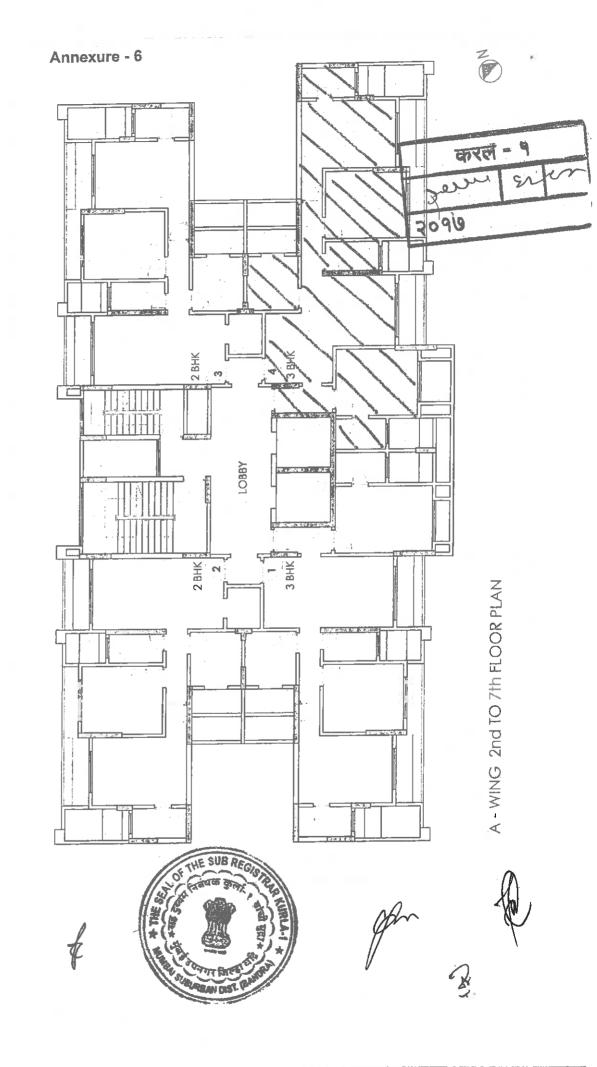
करल - १

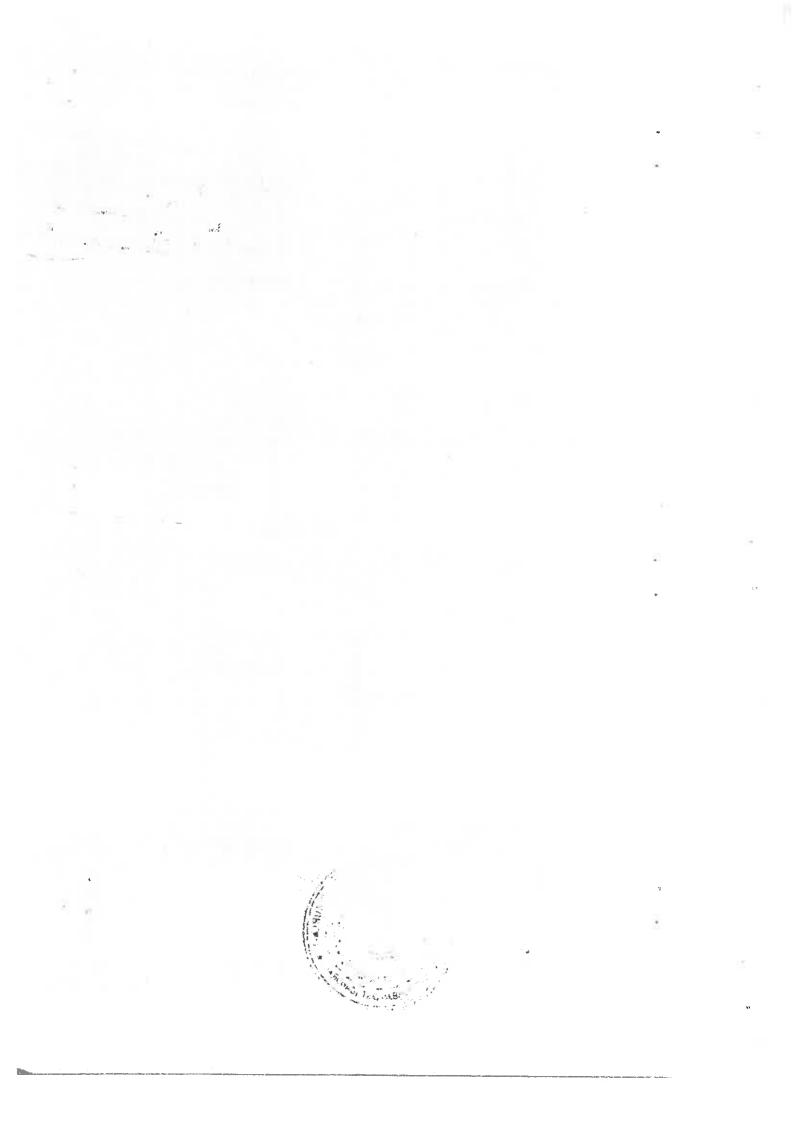


## मालमत्ता पत्रक

| विभाग/मौने  | मोहिली  | तालुका/नः थुः म          | ग.का. — न.भू.अ  | र. कुर्ला  | जिल्हा  | मुंबाई इंपन                         | मुस्तिल्हे ।    |   |
|---|---|--------------------------|---|--|---|-------------------------------------|-----------------|---|
| नगर घुमायन<br>क्रमांक / फा. प्ली. ने.                   | शिद्ध नेबंर प्लाट नबंर                                      | क्षेत्र<br>चौ.मी.        | धारणाधिकार  |  | शासनाला दिले व<br>तपश्रील आणि व                     | ता सामकरणांचा वि<br>राज्य फेर तहासण |                 |   |
| ८३२व/२  |   |                          |   |  |   |                                     | gel _           |   |
|   |   | १६२१.७९                  | С   |  |   |                                     |                 |   |
| सुविधाधिकार   |   | · ·                      | ,   |  |   | क्रस्ट                              | _ 9             |   |
| हथकाचा मुळ धारक<br>वर्ष                                 |   |                          |   |  | -   | - de Alle                           | 42)             | V |
| पट्टेदार  | (%)   |                          | ,   |  | 20  | 010                                 |                 |   |
| इतर भार   | •   | (0)                      |   |  | 140   | 10.                                 |                 |   |
| इतर शेरे  |   |                          |   |  |   |                                     |                 |   |
| दिनांक  | व्यवहार   |                          | खंड क्रमांक   | भविन घारक (था)<br>पट्टेसर (प) किंवा प  | स (भा)  | सा                                  | <b>क्षाकं</b> न |   |
| ०१/०३/२४१३  | आदेश क्रमांक<br>सी/कार्या-२डी/एकजी-प<br>दिनांक १७/१०/२०१२ व | १२ व दिनांक १/०३/२०१३ चे |   | [धा.]<br>फयूचर कम्यूनिकेशन लि. त<br>श्रीमती संतिश उर्फ सती गुरू<br>ऑमेनिटी ओपन स्पेस | फें संचालिका<br>बास शौरी                            | SUL BEAT                            | Br 3 Art Arthur |   |
| तपासणी चरणप्र-<br>-<br>(क्षी चर्चना रा<br>व्यक्ति चर्चन | १<br>)<br>श्रीवं)<br>पीक                                    | खरी <b>नवकल -</b><br>ः   | नन कर्या श्रे<br>भ नक्स तथा<br>भ क्याची ता<br>राजार कर्या | १२७६ सजदाराचे<br>वातेल २५१२ १९२<br>वातेल २५१२ १९२<br>वातेल २५१२ १९३                  | क्षांत्रक सम्बद्धित<br>कृति स्ट्रीया<br>भागम्बद्धाः | र शुल्का                            |                 |   |
|   |   |                          | हमर भूमापर<br>कर्माः                                      | ्राधिकारी प्राप्त<br>राजिकारी प्राप्त  | तिकिटाचे<br><b>यह</b> ण                             | ्राज्या<br>इटडा                     |                 |   |

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## INTERNAL AMENETIES:

| AL AMENETIES:   |  | करल            | - 9   |
|-----------------|--|----------------|-------|
| AENIALIAT LEST  |  | meso           | 83 er |
| AREA            | SPECIFICATIONS   | २०१७           |       |
| Kitchen         | Granite counter top in kitchen with stainless steel Plastic emulsion paint.  | snk            |       |
| Bedrooms.       | Tiled flooring in the bedrooms. Glass railing in the bedrooms. Electric points for essential appliances. Plastic emulsion paint.   |                |       |
| Living/Dining   | Tiled flooring in the living room. Glass railing in the living room. Stylish designed glass railing for French windows. Sliding windows with aluminium frames. Video Door Phone. Electric points for essential appliances. Plastic emulsion paint. |                |       |
| Tollet/Bathroom | Anti – skid flooring in shower area.  Water proof wall tiles in bathrooms.  Toto or equivalent brand sanitary ware.  Jaguar or equivalent brand CP fittings.  Plastic emulsion paint.  | OF THE SUB REG |       |

### **OTHER AMENITIES:**

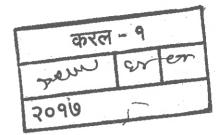
### A) Internal Amenities:

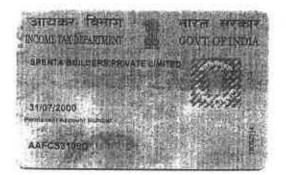
| SPECIFICATIONS                          |
|---|
| High – Speed elevators.                 |
| DG backup for elevators and common area |
| lighting.                               |
| Fire protection system.                 |
| Sensor Lighting                         |
| CCTV cameras for common areas.          |
| 24 – hour security                      |
| Two levels of basement parking.         |
|   |

## B) External Amenities:

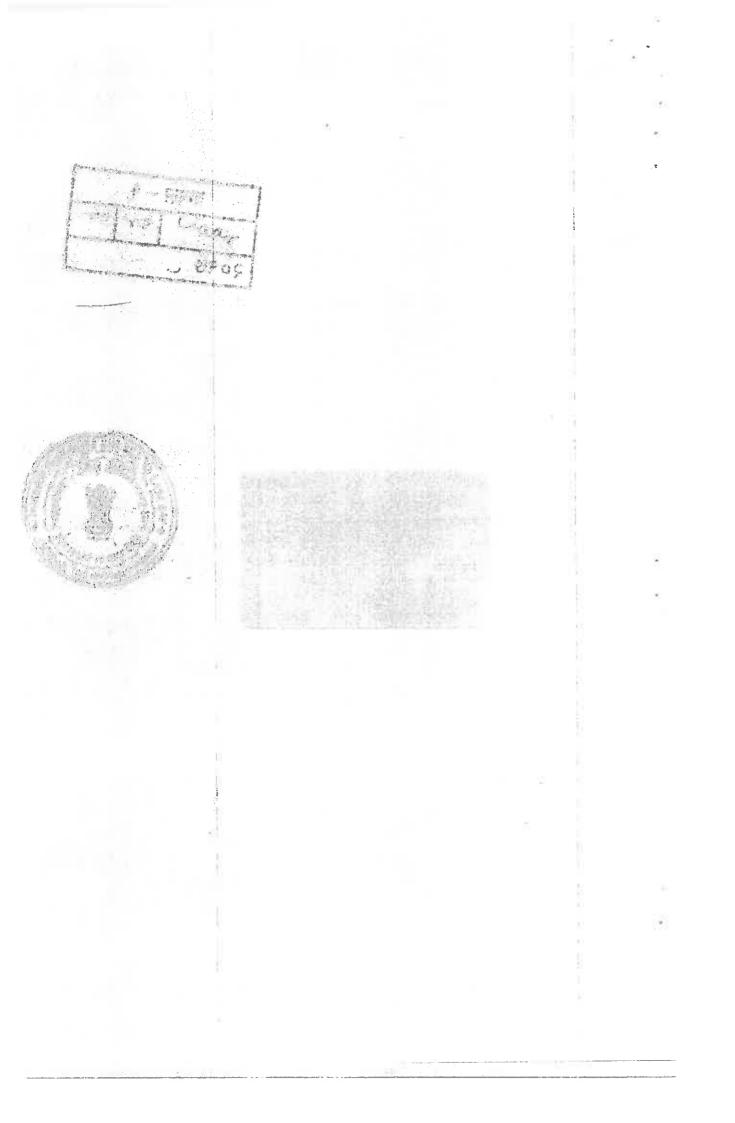
| SPECIFICATIONS                 |  |
|--------------------------------|--|
| Swimming Pool                  |  |
| Well-equipped Gymnasium        |  |
| Landscape Garden               |  |
| Yoga Pavillion                 |  |
| Double heighted entrance lobby |  |
| Double Heighted entrance lobby |  |

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## SPENTA BUILDERS PRIVATE LIMITED

3A/B, Rajabahadur Mansion, 20, Ambalal Doshi Marg, Mumbai 400 023. Tel.: 2263 3388 / 2269 1166 ◆ Fax: 6635 6677

3090 EM M

CIN: U45200MH2000PTC128004

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF SPENTA BUILDERS PRIVATE LIMITED HELD ON THURSDAY 01<sup>st</sup> DAY OF SEPTEMBER 2016 AT 01.00 P.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 3 A/B RAJABAHADUR MANSION, 20, AMBALAL DOSHI MARG, FORT, MUMBAI – 400023

#### **AUTHORISATION FOR SIGNING OF SALE AGREEMENT:**

"RESOLVED THAT the consent of Board be and is hereby accorded to approve the execution and signing of all Sale Agreements entered into between the Company and customers purchasing flats in the ongoing residential project "PALAZZIO" of the company.

RESOLVED FURTHER THAT Mr. Aspan Cooper, Mr. Farshid Cooper &Mr. Gagande Mangat, Authorised Signatories of the company be and are hereby severally authorised the Sale Agreement and other documents in this regards on behalf of the company do all such acts, matters, deeds and things and to take all steps and do all things and directions as may be required, necessary, expedient or desirable for giving execution and registration of Sale Agreement"

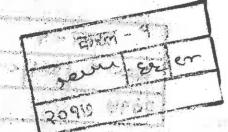
CERTIFIED TRUE COPY

FOR SPENTA BUILDERS PRIVATE LIMITED

DIRECTOR

Name: Sudhir Madhukar Patil

DIN: 05171134



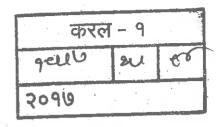
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## घोषणापत्र

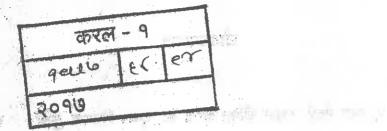
मी हेमंत पेटारे याद्वारे घोषित करतो की, दुय्यम निबंधक कुर्ला यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे . मेसर्स स्पेंटा बिल्डर्स प्रा. ली . तर्फे प्राधिकृत व्यक्ती फर्शिद कूपर व गगनदिप सिंह मंगत यांनी दि .२१ .०९ .२०१६ यांनी रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे/निष्पादीत करून कबुलीजबाब दिला आहे . सदर कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही सदरचे कुलमुखत्यारपत्र पूर्णपणे वैद्य असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे . सदरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन यांची मला जाणीव आहे

दिनांक ह



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पावती

Wednesday, September 21, 2016 5:56 PM

Original/Duplicate नोंदणी कं. :39म

दिनांक: 21/09/2016

Regn.:39M

गावाचे नाव: फोर्ट

दस्तऐवजाचा अनुक्रमांक: बबद्दा-7368-2016

दस्तऐवजाचा प्रकार: कुलमुखत्यारपत्र

सावर करणाऱ्याचे नाव: स्पेंटा बिल्डर्स प्राईवेट. लीमीटेड तफें प्राधिकृत व्यक्ती अस्मान कूपर

नोंदणी फी दस्त हाताळणी फी पृष्ठांची संख्या: 17

पावसी कं.: 9154

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1) देवकाचा प्रकार: By Cash रक्सम: रु 100/-

2) देयकाचा प्रकार: By Cash रक्कम: रु 340/-





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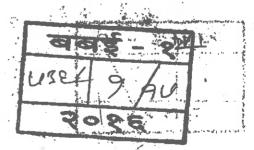
### CHALLAN MTR Form Number-8

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|   |               |  |   |                                     | N. C.                   |                         |       |       |                    |                         |              |                   |                  |  |              |                                   |  |  |  |
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| RN MH004427923201617E BARCODE #   |               |  |   | DQ 2109 2016-13:09:30 Form 10 10(1) |                         |                         |       |       |                    |                         |              |                   |                  |  |              |                                   |  |  |  |
| Department Inspector General Of Registration                              | Payer Details |  |   |                                     |                         |                         |       |       |                    |                         |              |                   |                  |  |              |                                   |  |  |  |
| Type of Payment Stamp Duty  |               |  | TAX ID (If Any)                         |                                     |                         |                         |       |       |                    |                         |              |                   |                  |  |              |                                   |  |  |  |
| Stamp Duty  Office Name BOM1_MUMBAI CITY 1 SUB REGISTRAR  Location MUMBAI |               |  | PAN No. (if Appliacable)                |                                     |                         | SPENTA BUILDERS PVT LTD |       |       |                    |                         |              |                   |                  |  |              |                                   |  |  |  |
|   |               |  |   |                                     |                         |                         |       |       |                    | Year 2016-2017 One Time |              |                   | Flat/Block No. ; |  |              | OFFICE NO 3 A/B 1ST FLOOR RAJA BA |  |  |  |
|   |               |  |   |                                     |                         |                         |       |       |                    | Account Head Details    | Amount in Ra | Premises/Building |                  |  | ADUR MANSION |                                   |  |  |  |
| 0030046501 Sale of Non-Judicial Stamp                                     | 600,00        | Road/Street Area/Locality Town/City/District |   |                                     | AMBALAL DOSHI MARG FORT |                         |       |       |                    |                         |              |                   |                  |  |              |                                   |  |  |  |
| •   |               |  |   |                                     | MUMBAI                  |                         |       |       |                    |                         |              |                   |                  |  |              |                                   |  |  |  |
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|   |               | SecondPartyName=HEMANY PET ARE               |   |                                     |                         |                         |       |       |                    |                         |              |                   |                  |  |              |                                   |  |  |  |
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| eme of Branch   |               |  | Scroll No. , Date Not                   |                                     |                         | /erifled with Scroll    |       |       |                    |                         |              |                   |                  |  |              |                                   |  |  |  |

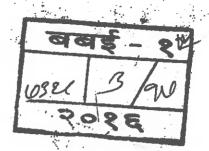
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करल - 9 >••••• ••• •••• ₹ 2090

SPECIFIC POWER OF ATTORENEY

KNOW ALL MEN BY THESE PRESENTS SHALL COME THAT: 1. Mr. Aspan Cooper aged about 61 years, 2. Mr. Farshid A Cooper aged about 32 years, & 3. Gagandeep Singh Mangat aged about 42 years the Authorized Signatory of M/s Spenta Builders Pvt. Ltd. both adults, having office at having its registered office at 3-A/B Rajabahadur Mansion, 1st 100 PC 100 P

WHEREAS we are M/S. Spenta Builders Pvt. Ltd. Developers of all piges and parcels of land, ground, heredeterments and premises lying being and situate at Mohili Village, Safed Pool, Kurla-Andheri Road, bear No.50, and 06 and C.T.S. No.832 admeasuring about 24,037.30 sq.mirs thereabouts as per the documents and as per the extract of Property Register Card admeasuring 22,590.60 sq.mtrs. in the Registration District and Sub-District of Mumbai Taluka Kurla, which more particularly described schedule hereinunder.

Being unable to personally attend the office of the Sub-Registrar of Assurance at Chembur / Mulund / VIKHROLI for admitting execution of the said documents therefore, we intend to appoint some fit and proper persons to act on our behalf, in our name, in our favour to attend office of Sub-registrar to the Agreement for Sale. Sale Deed, Deed of Confirmation, Deed of Rectification at all times during our absence there from.

And we do hereby for ourselves, agree to ratify and confirm all and whatsoever our said attorney shall or purport to do or cause to be done by virtue of these presents.

...2

AND WHEREAS we therefore hereby appoint, engage, authorise, empower, nominate & constitute Mr. Hemant P. Petare adult, having Office at Shop No.2, Bldg. No.11, Pushpanjali CHS Ltd., Tilak Nagar, Chembur, Mumbai – 400 089.

Mr. Hemant P. Petare, to be our true and lawful Constituted attorney in Respect of the above said property only, to lodge Agreement for Sale. Sale Deed, Deed of Constituation, Deed of Rectification, Undertaking, Deed of Declaration

### NOW THIS DEED WITNESSES THAT

- 1) This General Power of Attorney is valid from the date of Execution.
- 2) To appear before the Sub-Registrar of Assurances, Taluka Kurla, at Chembur / Mulund to lodge Agreements in respect of the said property.
- 3) To lodged the Deed of Declaration, Undertaking, Affidavits, Indemnity

  Bond to be submitted to Municipal Corporation of Greater Mumbai for
  the said property.

mit and execution of all necessary papers, letters, forms, applications, writings, receipts, deeds, documents, Affidavits in respect of the said property for registration of documents.

CONSTITUTED ATTOMORY Shall do or cause to be done by virtue of these presents.

AND LASTLY WE HEREBY AGREE AND UNDERTAKE TO RATIFY AND CONFIDM all such acts deeds, things, matters as our said Constituted Attorneys State of the act shall do or cause to be done by virtue of these presents;

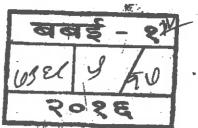
SCHEDULE

All preces and panels of land a imeasuring about 8102.77 sq.mtrs. equivalent to 87018.02 Sq. pr. situated at Mohili Village, Safed Pool, Kurla-Andheri Road, Mumbai 400 072 Taluka South Salesette, Sub-District of Kurla District

Bombay Suburban that bearing survey No.50, and 06 and C.T.S. No.832

pm

...3...



IN WITNESS WHEREOF the Executant above named has signed this power of Attorney on this 21st day of September 2016 at Mumbai.

SIGNED SEALED & DELIVERED by )
the withinnamed Executant

M/s Spenta Builders Pvt. Ltd.

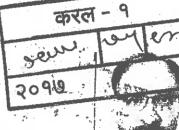
1.Mr. Aspan Cooper

2. Mr. Farshid A Cooper

3. Gagandeep Singh Mangat

In the presence of -----

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EXECUTANT.



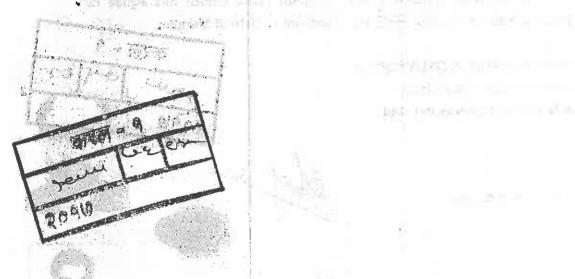
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I Accept





Hemant P. Petare





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# SPENTA BUILDERS PRIVATE LIMITED

> करल - 9 नुरुग्ग एम रूक २०१७

### CIN: U45200MH2000PT@12800#

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE BOARD OF DIRECTORS OF SPENTA BUILDERS PRIVATE LIMITED MELD ON THURSDAY DIP DAY OF SEPTEMBER 2016 AT 01:00 P.M. AT THE REGISTERED OFFICE OF THE COMPANY SITUATED AT 3-A/B RAJABAHADUR MANSION, 20, AMBALAT DOSHIMARG, FORT, MUMBAI - 400028

# AUTHORISATION FOR SIGNING OF SALE AGREEMENT:

"RESOLVED THAT the consent of Board be and is hereby accorded to approve the execution and signing of all Sale Agreements entered into between the Company and customers purchasing flats in the ongoing residential project "PALAZZIO" of the company.

RESOLVED FURTHER THAT Mr. Aspan Cooper, Mr. Farshid Cooper MMr. Greathing Jiang Recommendation for the Cooper MMr. Greathing Jiang Recommendation for the Cooper MMr. Greathing Jiang Recommendation of the Cooper MMr. Greathing States and the Recommendation of the Cooper MMr. Greathing States and the Recommendation of the Cooper MMr. Greathing States and the States and Greathing States and Greathing States and Cooper MMr. Greathing States and Greathing States and Greathing States and Greathing States and Cooper MMr. Greathing States and Greathing Stat

CERTIFIED TRUE COPY

FOR SPENTA BUILDERS PRIVATE LIMITED

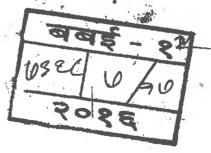
DIRECTOR

Name: Sudhir Madhukar Patil

DIN: 05171134













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# महानगर टेलीफोन निगम लिगिटेड, मेंबर्ड MAHANAGAR TELEPHONE NIGAM LIMITED, MUMBAI

रुलीफान चिन पचन / Telephone Bill Foil

GOOPER AL. SAN RAJABAHADUR MANSION 20, AMBALTAL DOSHI MARG FORT: MILMBAI 400023

वाव जारीन काळ / काम और घता । को-जीवर थ्रमुद्ध 3 T/4

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अंतिम विनांक 25/07/2016 Due Date

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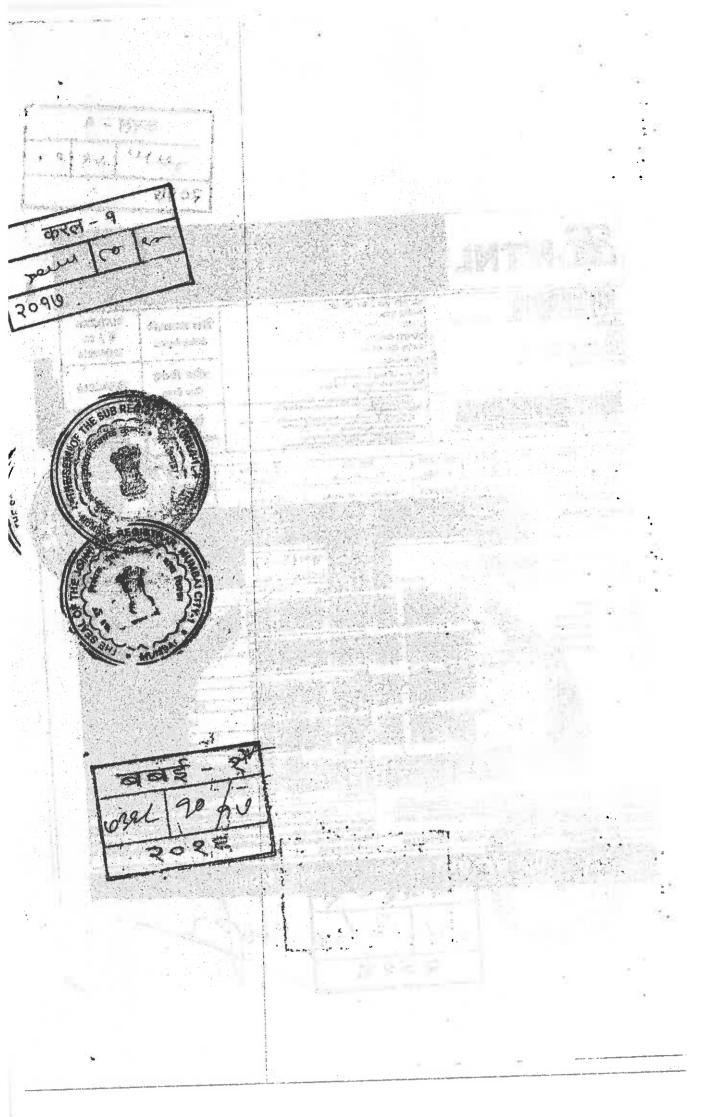
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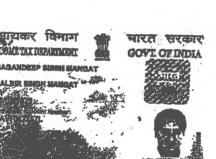
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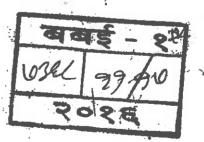


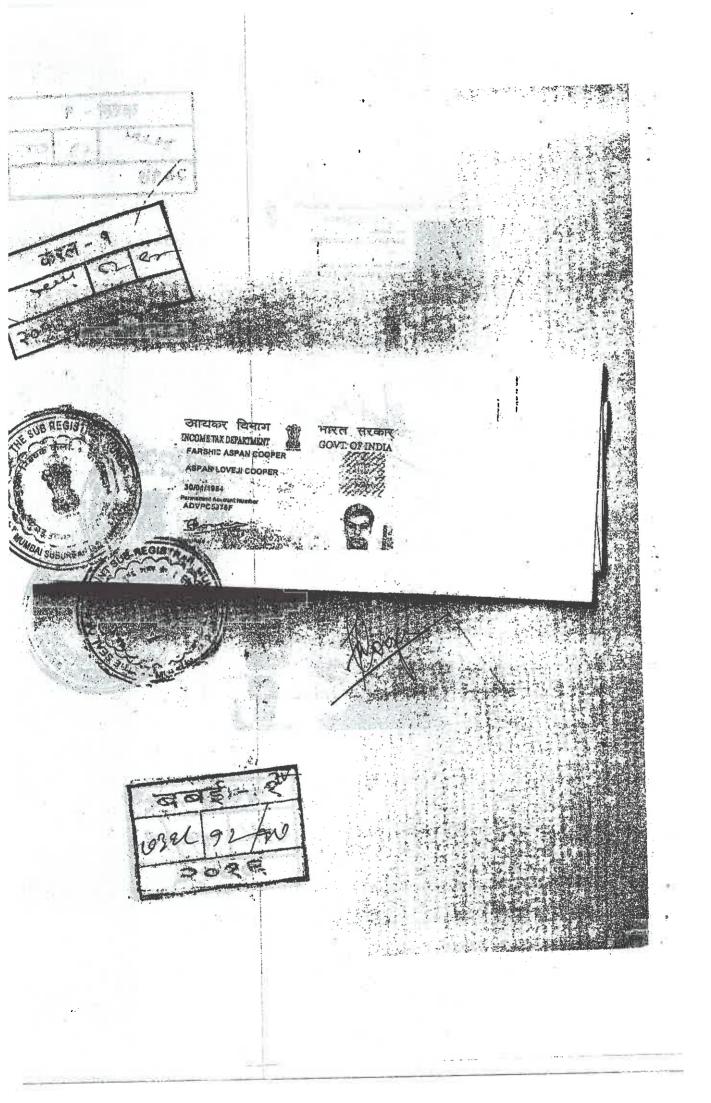
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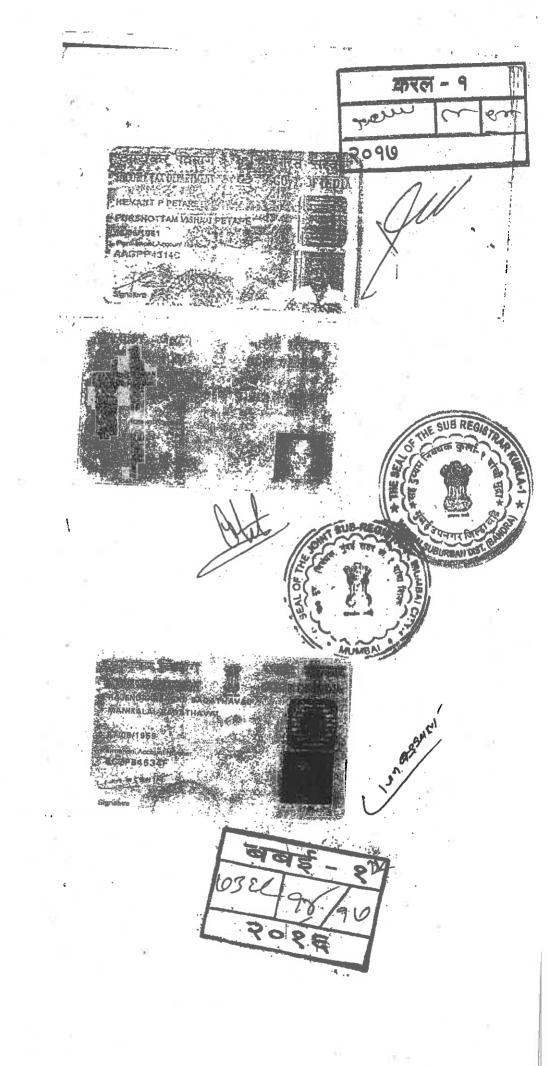
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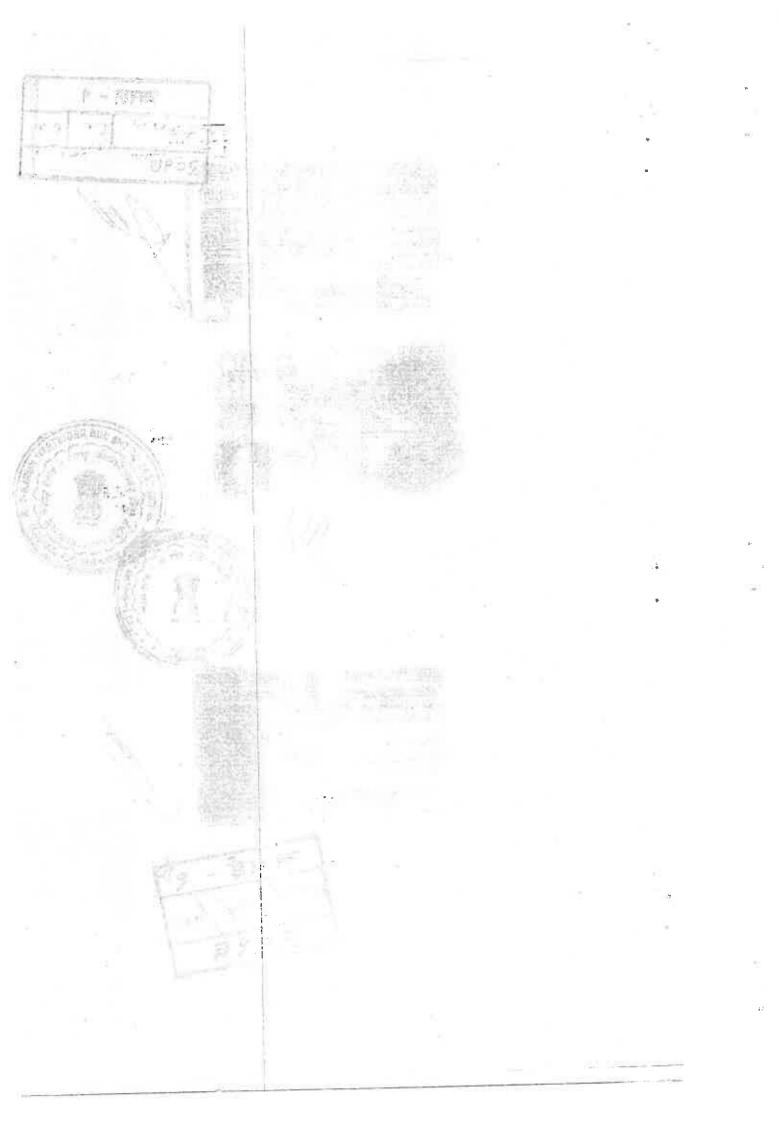








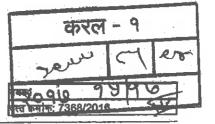




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दस्त गोषवारा भाग-1



दस्त क्रमांक: बबइ1 /7368/2016

भाजार मुल्य: रु. 00/-

मोबदला: रु. 00/-

भरलेले मुद्रांक शुल्क: रु.500/-

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रोजी 5:54 म.नं. वा. हजर केला.

पावती:9154

पावती विनांक: 21/09/2016

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सादरकरणाराचे नाव: स्पेटा बिल्डर्स प्राईवेट. सीमीटेड तर्फ प्राधिकृत व्यक्ती अस्पान कूपर

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दस्त हाताळणी फी

पृष्टांची संख्या: 17

दस्त हजर करणाऱ्याची सही:



दस्ताचा प्रकारः कुलमुखत्यारपत्र

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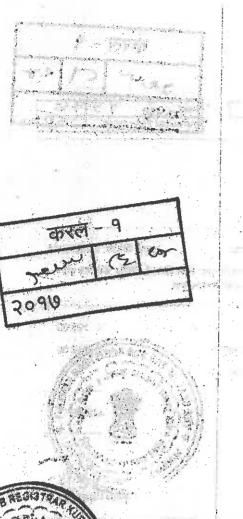
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### प्रतिहापत्र

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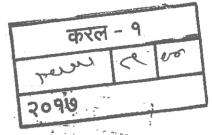
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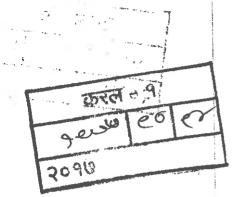
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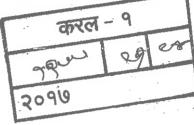






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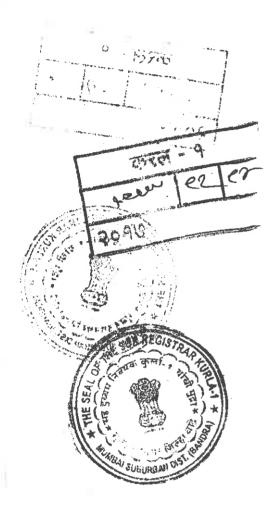






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करल - १

दस्त क्रमांक: करल1 /1977/2017

बाजार मुल्य: रु. 1,00,19,200/-

मोबदला: रु. 1,65,15,000/-

भरलेले मुद्रांक शुल्क: रु.8,25,800/-

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पावती:2590

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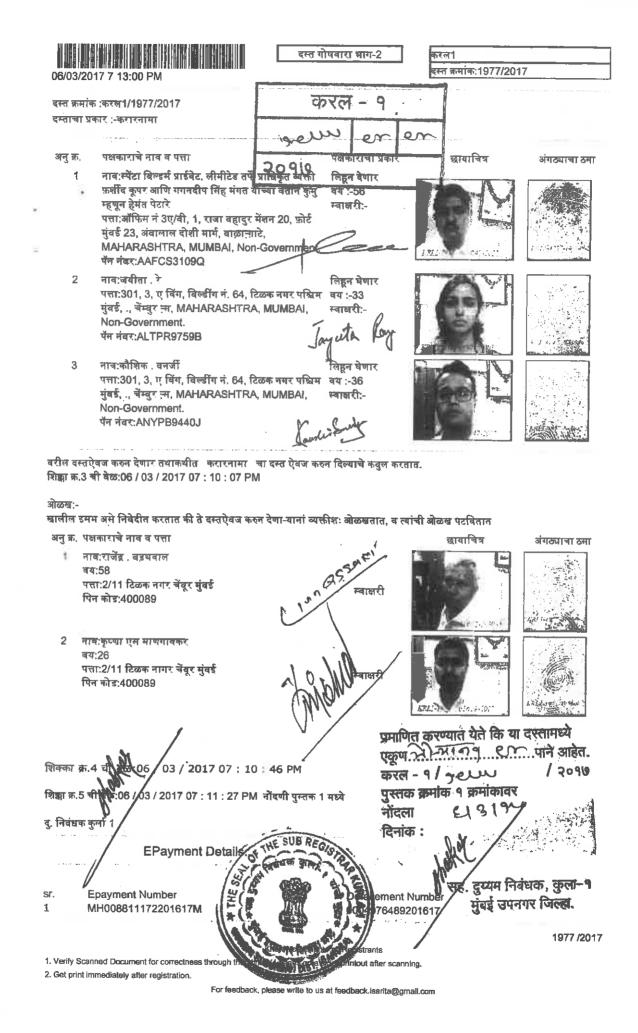
दस्ताला प्रकार/करारनामा

मुद्रांक शुल्कः (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) प्रध्ये नसूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का के. 1 06 / 03 / 2017 07 : 04 : 02 PM ची वेळ: (सादरीकरण)

शिक्षा कं. 2 06 / 03 / 2017 07 : 08 : 32 PM ची वेळ: (फी)





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06/03/2017

सुची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 1

दस्त क्रमांक : 1977/2017

नोदंणी: Regn:63m

गावाचे नाव: 1) मोहीली

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

16515000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

10019200

(4) भू-मापन,पोटहिस्सा व घरक्रमांक

(असल्यास)

1) पालिकेचे नाव:मुंबई स.न.पा. इतर वर्णन :सदिनिका नं: 604, माळा नं: 6 वा मजला ए विंग, इमारतीचे नाव: पलाझ्झीयो बील्डींग, ब्लॉक नं: सफ़ेद पुल,मोहिली गांव अंधेरी पूर्व मुंबई 72, रोड नं: कुर्ला अधेरी रोड, इतर माहिती: 1 कार पार्किंग सोबत.... (( C.T.S. Number : 832;))

(5) क्षेत्रफळ

1) 96.43 बौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.

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

1): नावः स्पेटा बिल्डर्स प्राईवेट. लीमीटेड तर्फे प्राद्विकृत व्यक्ती फ़र्शीद कूपर आणि गगनदीप सिंह संबत यांच्या वदीति वार महणूर बनक पेंबाई बन्ह रहा: पत्ता:-बॉफिस नं उए/बी, 1, राजा बहाहुए वेंबल 20, प्रतेर मेंबर 23; बेंबाकाल बेंबी आर्थ, बाळानााटे, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड: 400001 पेन नं:-AAFCS3109Q

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

1): नाव:-जयीता े म्यू:-38; यसा:-301, 3, ए विंग, बिल्डींग नं. 64, टिळक नगर पश्चिम मुंबई, ., चेंम्बुर त्स, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400089 पेन नं:-ALTPR9759B

2): नाव:-कौशिक . बनर्जी वय:-36; पत्ता:-301, 3, ए विंग, बिल्डींग नं. 64, टिळक नगर पश्चिम मुंबई, ., चेंम्बुर ऱ्स, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400089 पॅन नं:-ANYPB9440J

(9) दस्तऐवज करुन दिल्याचा दिनांक

28/02/2017

(10)दस्त नोंदणी केल्याचा दिनांक

06/03/2017

(11)अनुक्रमांक,खंड व पृष्ठ

1977/2017

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

825800

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

मुल्यांकनासाठी विचारात घेतलेला

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

annexed to it.

(i) within the limits of any Municipal Corporate

iSarita v1.5.0



सह, स्टब्स निबंधा

O.