

| | |
|--|--|
| दस्तावेजाचा प्रकार (Nature of Document) | 199 - for Sales |
| नोंदणीची तपशिल (Registration Details) | Registrable / Non Registrable ✓ Thane - 9 |
| नाम (Name), S.R.O. | |
| फ्रान्किंग युनिक नंबर (Franking Unique No.) | 91642 |
| मालकी वरील थोडक्यात वर्णन (Property Description in brief) | |
| संविदा रक्कम (Consideration Amount) | |
| मुद्रांक खरेदीदाराचे नांव पक्षकार-9 नांव (Stamp Purchasers Name) | Himansu mody, |
| दस्तावेजातील दुसऱ्या पक्षकाराचे नांव (Name of the other Party) | Himanshu mody, Puranik Builders Private Limited |
| दस्तावेज अगल्यास नांव व पत्ता (If through Name & Address) | Flat no - 2002, A/E Kaveri, Ravi Kaveri Banvalice (Gowanda) |
| मुद्रांक सुटकाची रक्कम (Stamp Duty Amt.) | Two Lakhs Seven Thousand |
| वर्णने (in words) | Two hundred only. |



वनन-९
दस्ता क्र. १९३९ / २०१३
७९९

मुद्रांक फ्रॉकिंग आल्दा क्लायलेट लॅम्प, क्लॉक नणसले व...
पत्र / संबंधित प्राधिकृत अधिकार्याशी दुरुध्वनीवरून...
मुद्रांक मेळ बरोबर आढळून आला

Mr. Prashant R. Jadhav
Jr. Clerk
Authorized Signatory
For Thane Bharat Sahakari Bank Ltd. Th

अही-१७
सह/दुय्यम निबंधक

THIS AGREEMENT made at Thane this 26 day of NOV. in the Christian year Two Thousand Twelve/Thirteen.

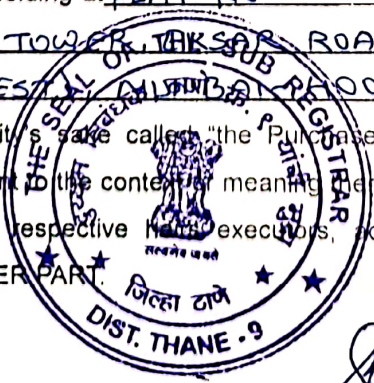
BETWEEN

PURANIK BUILDERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 having its Registered office at: Puranik's One, Karve in Pushpa, Kavesar, Ghodbunder Road, Thane (W) 400 615; hereinafter for brevity's sake called "the Company" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors-in-title, nominees and assigns) of the ONE PART; AND;

Shri/Smt. HIMANSHU SURESHCHANDRA MODY.
MRS. SULBHA HIMANSHU MODY.

of Indian Inhabitant/s residing at FLAT NO.-2002, A-WING, CLUB LIFE ANJITA TOWER, TAKSAR ROAD, EKSAR, BORIVALI (WEST), DIST. THANE - 400 091.

Hereinafter for brevity's sake called "the Purchaser/s" (which expression shall unless it be repugnant to the context or meaning thereof, be deemed to mean and include his/her/their respective heirs, executors, administrators, nominees and assigns) of the OTHER PART.



Puranik

सौ सुलभा मोदी

Mr. Prashant R. Jadhav
Jr. Clerk
Authorized Signatory
For Thane Bharat Sahakari Bank Ltd.

Thane Bharat Sahakari Bank Ltd.,
Mulund Branch, Keshav Bhawan,
M. C. Road, Near Railway Station,
Mulund (W), Mumbai - 400 090
D-5/STPW/C.R. 1005/03/05/724-777

91642
143707
0247200-985246
11:59
NOV 19 2013
SPECIAL REGISTERED
ADHESIVE

Interpretation:

- A) The terms referred to in this Agreement, unless defined otherwise, or unless inconsistent with the context or meaning thereof, shall bear the same meaning as ascribed to them in common parlance or as defined under the relevant Statute/ Legislation.
- B) All references in this Agreement to any statutory provision(s) shall be construed as meaning and including references to:
1. any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force; and
 2. all statutory instruments or orders made pursuant to a statutory provision.
- C) The terms "**include**" and "**including**" shall mean, "include without limitation".
- D) References to any document (including the Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time.
- E) References to Recitals, Annexure, Clauses, or Schedules, unless the context otherwise requires, shall mean references to recitals, articles, clauses, or schedules contained in this Agreement.
- F) The terms expressed in Singular are all words importing the singular terms which shall include, where the context admits or requires, plural terms and vice versa;
- G) The term **Month** shall mean a Gregorian Calendar Month;
- H) The terms **Person/ Persons** shall include corporation and firm as well as individuals;
- I) The terms importing the masculine gender also include the feminine gender and vice versa unless the context otherwise requires;
- J) The term **Parties** shall mean the Company and Purchaser collectively;
- K) The term **Planning Authority** shall mean and include Thane Municipal Corporation (TMC), Maharashtra Housing and Area Development Authority (MHADA), Mumbai Metropolitan Region Development Authority (MMRDA) or such other Authority or department, which is vested with the authority to sanction plans or to draft and implement various housing schemes for the Said Property.

टनन-९
दस्त क्र. १९३९ / २०१३
File

श्री. सुजना मोदी.



No. 20 is admeasuring 1000 sq. meters, 2) Survey No. Old 197 New 100, Hissa No. 23 is admeasuring 2300 sq. meters, admeasuring in aggregate 3300 sq. meters; lying and being at Village Bhainderpada, Taluka and District Thane within the Registration District and Sub - District of Thane and also within the limits of TMC, which pieces and parcels of land, more particularly described in the First Schedule "H" and "I" respectively and hereinafter referred to as "Fifth property";

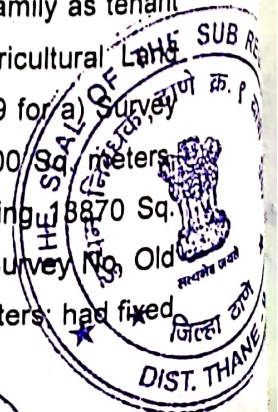
vi) Bhaskar Undir Vaity and others are the exclusive owners of all the pieces and parcels of land bearing Survey No. Old 197 New 100, Hissa No. 24 is admeasuring 2830 sq. meters, lying, being and situate at Village Bhainderpada, Taluka and District Thane within the Registration District and Sub - District of Thane and also within the limits of TMC, which pieces and parcels of land, more particularly described in the First Schedule "J" hereunder written; and hereinafter referred to as "Sixth property";

vii) Changuna Jayram Bhoir and others are the exclusive owners of the pieces and parcels of land bearing Survey No. Old 202 New 101, Hissa No. 5 is admeasuring 4050 sq. meters; lying and being at Village Bhainderpada, Taluka and District Thane within the Registration District and Sub - District of Thane and also within the limits of TMC, which pieces and parcels of land, more particularly described in the First Schedule "K" hereunder written; and hereinafter referred to as "Seventh property";

ट न नं १९
वस्त क्र. ८९३९
१०१२२

viii) Ekanath Gajanan Thakur and others are the absolute owners of land bearing Survey No. old 197 New 100 Hissa No. 21 admeasuring about 300 Sq. metres; which more particularly described in the First Schedule "L" hereunder written, and hereinafter referred to as Eighth Property; and hereinafter the First Property, Second Property, Third Property, Fourth Property, Fifth Property, Sixth Property, Seventh Property and Eighth Property are collectively referred to as "Said Property".

ix) The First Property was originally owned by Ratanshi Premji Charitable Trust and possessed by Sitaram Kamalya Thakur and his family as tenant of the Said First property. The Tahasildar and the Agricultural Land Tribunal vide its 1) order No. LSP-II-II-170 dated 18/02/1989 for a) Survey No. Old 197 New 100 Hissa No. 12 admeasuring about 700 Sq. meters b) Survey No. Old 197 New 100 Hissa No. 15 admeasuring about 18870 Sq. meters and 2) Order No. IPL/II/9/P/113 dated 30/11/98 for Survey No. Old 197 New 100 Hissa No. 14 admeasuring about 4050 Sq. meters; had fixed



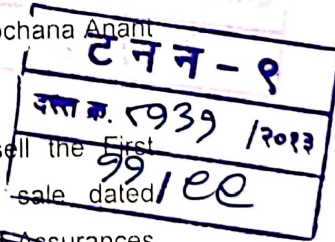
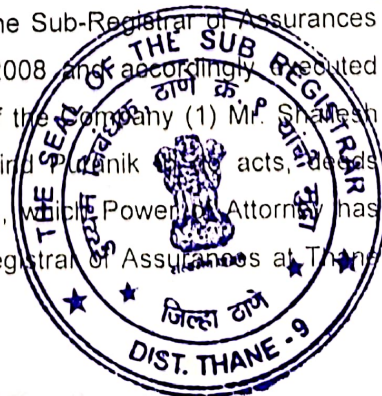
[Handwritten signature]

[Handwritten signature]

सौ. सुलका मेदी .

the price of the said First Property under section 32 G of the Bombay Tenancy and Agricultural Lands Act, 1948. Sitaram Kamalya Thakur and Others duly deposited the purchase price of the said First property.

- x) The Agricultural Lands Tribunal has issued a certificate of Purchase dated 30/11/68 and 18/02/1989 respectively under section 32M of the Bombay Tenancy and Agricultural Lands Act 1948. The Said certificates are duly Registered with the Sub – Registrar of Assurances Thane at Sr. No. 673/1968 and 4027/1989 respectively.
- xi) Sitaram Kamalya Thakur died intestate in the month December 1983, leaving behind his two wives 1) Chandrabai Sitaram Thakur and 2) Mankibai Sitaram Thakur and two sons 1) Vishwanath Sitaram Thakur, 2) Suryakant Sitaram Thakur and two Married daughters 1) Suman Parshuram Patil and 2) Sulochana Anant Patil as his only legal heirs.
- xii) Chandrabai Sitaram Thakur died intestate on 24/1/2001, leaving behind her two sons 1) Vishwanath Sitaram Thakur, 2) Suryakant Sitaram Thakur and two Married daughters 1) Suman Parshuram Patil and 2) Sulochana Anant Patil as her only legal heirs.
- xiii) The said Vishwanath Sitaram Thakur and others entered into Development Agreement in respect of 8000 sq. meters out of the Said First Property on 14th December, 2005 with Company, which is duly registered in the office of Sub-Registrar of Assurances, Thane on 14/12/2005 at Sr. No. 8249/2005;
- xiv) The Mankibai Sitaram Thakur died intestate on 15/10/2007 leaving behind two sons 1) Vishwanath Sitaram Thakur, 2) Suryakant Sitaram Thakur and two Married daughters 1) Suman Parshuram Patil and 2) Sulochana Anant Patil as her only legal heirs.
- xv) The Vishwanath Sitaram Thakur and others agreed to sell the First property to the company by executing Agreement for sale dated 29/01/2008 which is duly registered with the Sub-Registrar of Assurances of Thane on same day at Sr. No. 890/2008 and accordingly executed Power of Attorney in favour of Directors of the Company (1) Mr. Shalish Gopal Puranik and (2) Mr. Shrikant Govind Puranik who acts, deeds matters and things as are set out therein, which Power of Attorney has been registered at the office of the Sub-registrar of Assurances at Thane under Sr. No. 143/2008;

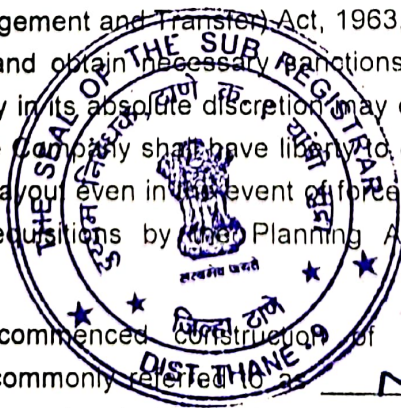


[Handwritten signature]

सो. सुलगा मोदी,

and/or include the same in the scheme of development of the Said Property and/or the said complex in the manner they may deem fit. In view of the aforesaid, reference to the Said Property and the said complex in this Agreement, shall be deemed to include the contiguous, adjacent and adjoining lands and properties and construction thereon wherever the context so permits or requires;

- liii) The Company shall be entitled to develop the said complex and/or the Said Property, as the case may be, by utilizing Floor Space Index ("FSI") and permissible Development Rights (D.R.), Floor Area Ratio (F.A.R.) thereof and/or by acquiring Transferable Development Rights ("TDR") for utilization thereon and/or by obtaining approval of special Schemes of MHADA and/or MMRDA for the time being in force. In the course of implementation of Special Schemes of MHADA and MMRDA, the Company may be required to construct and to allot required constructed premises in the Said Property to MHADA and/or MMRDA and/or the nominees of the concerned Authority/Authorities. At present Government of Maharashtra has declared such schemes vide Government Resolution dated 6/12/2008 and dated 4/11/2008, 25/08/2011 whereby MHADA and MMRDA are appointed as nodal agencies for implementation of such schemes.
- liv) The development of the Said Property and other properties in the vicinity, being sought to be done in phased manner, the Company proposes to construct minimum 11 buildings on the Said Property consisting of ground/stilt and up to Thirty upper floors. However, for the First Phase of Development TMC has approved Building Plan for Six Buildings vide V.P. No.2006/168/TMC/TDD/227 dated 25/10/2011. Three different options are being considered for development of the Said Property and the Company has accordingly prepared three different layouts (The layout plans of the same are attached hereto as Annexure D, E and F). The Company shall have discretion to carry out development on the Said Property by following any of the aforesaid layouts. The Purchaser has hereby given irrevocable consent of the Purchaser to the Company, as is envisaged inter alia by Section 7 of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963, for adoption of any of the aforesaid layout and obtain necessary sanctions from the planning authority as the Company in its absolute discretion may deem fit and proper at the relevant time. The Company shall have liberty to carry out necessary changes in the selected layout even in the event of force majeure or specific directives/ instructions/requisitions by the Planning Authority and Local Authority.
- iv) The Company has commenced construction of residential building B 1 commonly referred to as MITIR (hereinafter referred to as the 'said building') on a portion of the Said Property in accordance with the approved building plans.



टमन-९
सं. क्र. ८९३९ / २०१३
२५/११

[Handwritten signature]

सौ. सुलभा मोदी.

appurtenant to the said building/s, by executing the necessary Deed/s of Conveyance, Lease, sub-Lease, and/or Transfer (hereinafter referred to as "the Deed/s of Transfer") in favour of the Corporate Body/s and/or the Apex Body, as the case may be, in the manner described in this Agreement;

d) The Company in its sole and unfettered discretion shall be entitled to execute conveyance of construction of the said Building and other buildings to the respective Corporate Body and further convey the other common areas and amenities out of the Said Property and other common areas and amenities in the said Project in favour of Apex Body;

e) The Company shall use the Access Roads to provide access to the purchaser/s alongwith the purchasers of other flats/shops/premises/ Garages etc., in buildings constructed by the Company in the said Complex or along with and in common with the purchaser owners/occupiers/user of premises in adjacent land and property and also along with any other person/s as the Company may deem fit. It is clearly understood that no right/title/interest of the purchasers or any other person is being created hereby in the Access Roads, and the purchasers and person/s claiming through him will merely be permitted to pass and re-pass from the Access Roads without any act or hindrance from the Company.

ix) The Company is desirous of selling, transferring or otherwise allotting or disposing of flats, premises, and other areas with/without exclusive rights in respect of gardens/terraces appurtenant to or adjoining or abutting and/or above certain premises in or around the said building on what is popularly known as ownership basis and/or otherwise and they are entering into separate agreement for sale, transfer and/or disposal thereof with various purchasers or transferees thereof;

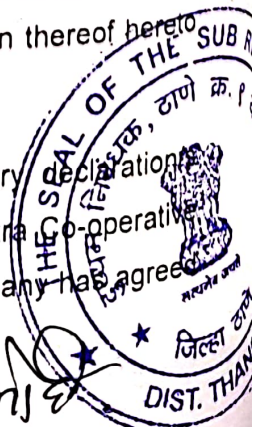
ixi) The Purchaser/s is/are desirous and acquiring from the Company Flat bearing number 2005 admeasuring 437.98 sq. ft. carpet area equivalent to 40.68 sq. meters carpet area on the 20th floor in the said building (hereinafter referred to as "the Premises") for the consideration and on the terms and conditions herein contained. The Premises is shown on the typical floor plan thereof hereto annexed as Annexure "C".

ixii) The Purchaser has made / hereby makes the necessary declaration under the provisions of the ULC Act and/or the Maharashtra Co-operative Societies Act, 1960. Relying upon the aforesaid, the Company has agreed

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]



to sell and allot to the Purchaser the Flat for the consideration and on the other terms and conditions herein contained;

- ixiii) Under the provisions of the MOF Act the parties hereto are required to execute an Agreement for sale and register the same under the provisions of the Registration Act, 1908, being these presents:

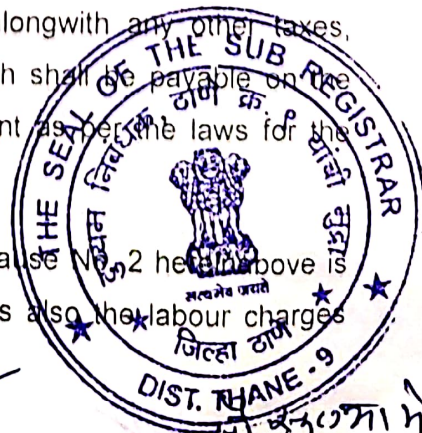
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS :-

1. The Company shall construct the said building consisting of ground/stilt/ parking space and up to Thirty upper floors to be named as "MITIR" and bearing No. B1 in the Complex proposed to be known as "RUMAH BALI" consisting of residential flats/shops /Commercial Premises in accordance with the plans, designs, specifications approved by the concerned Planning Authority and which have been seen and approved by the Purchaser/s with only such variations and modifications as the Company may consider necessary as per the layout finally adopted by the Company as is recorded inter alia in recital (liii) above or otherwise or as may be required by the concerned Planning Authority/local authority/Government to be made in them or any of them and the express consent of the Purchaser/s in this behalf as envisaged by the provisions of MOFA has been recorded inter alia in recital (liv) above.

2. The Purchaser/s hereby agrees to purchase from the Company and the Company hereby agrees to sell to the Purchaser/s residential Flat / Shop bearing No. 2005 on 20th floor admeasuring 437.98 sq. ft. carpet area equivalent to 40.68 sq. meters carpet area (which is inclusive of the area of balconies/open terrace/s attached to the said Premises /shop) shown in the floor plan thereof hereto annexed and marked as Annexure "C" (hereinafter referred to as "the said premises") for the lumpsum price of Rs. 41,19,390 /-(Rupees FORTY ONE LAKHS NINETEEN THOUSAND THREE HUNDRED NINETY.

The said premises will be provided with amenities, which are more particularly described in Second Schedule hereunder written. The Purchaser/s shall be responsible to pay aforesaid consideration amount alongwith any other taxes, charges/duties including Service Tax and/or VAT, which shall be payable on the transaction hereby envisaged in the present agreement as per the laws for the time being in force.

3. The price of the said Premises mentioned in Clause No. 2 hereabove is fixed on the basis of the costs of building materials as also the labour charges



दस्तावेज - ९
९३९ / २०२३
२३/११

prevailing on the date of booking of the said premises. In the event of cost escalation of the building materials and or labour charges resulting in overall escalation in cost of construction by more than 5% over the present cost of construction, the Purchaser/s shall pay to the Company such additional price for the said Premises as may be certified by the Architects M/s Vastushilp Associates having their office at 15, Bhagyavruddhi, Gokhale Road, Naik Wadi, Thane - 400 602 or any other Architects for the time being appointed by the Company for development of the Said Property and the Purchaser/s shall be bound to pay such additional price before the Purchaser/s become/s entitled to delivery of possession of said Premises.

4. The Purchaser/s has/have paid to the Company Rs. 1,00,000 /- (Rupees ONE LAKH Only) as earnest money on or before execution hereof (the payment and receipt whereof the Company hereby admits and acknowledges and of and from the same and each part thereof do hereby acquit, release and discharge the Purchaser/s forever) and hereby agrees to pay to the Company the balance amount of purchase price of Rs. 40,19,390 /- Rupees FORTY LAKHS NINETEEN THOUSAND THREE HUNDRED NINETY Only) in the manner prescribed in Annexure G hereinafter appearing;

5. The Purchaser/s shall pay the amounts as aforesaid on the due dates without fail and without any delay or default in respect of the said payment as also in respect of other payments payable by the Purchaser/s unto the Company under these presents is the essence of the contract. The Company will forward to the Purchaser/s with intimation having carried out the aforesaid work at the address given by the Purchaser/s in this Agreement and the Purchaser/s will be bound to pay the amount of installments within eight days of Company dispatching intimation Under Certificate of Posting/Courier/Electronic Mail of the Purchaser/s as given herein. The Company will keep Certificate of their Architects certifying that the Company has carried out given item of work and such certificate will be open for inspection by the Purchaser/s at the office of the Company and such Certificate shall be conclusive proof that the respective stages of work are completed.

6. The Company hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, if any, which may be imposed by the concerned local authority and Planning Authority at the time of sanctioning the said plans or thereafter and shall, before handing over

of the said Premises to the Purchaser/s authority occupation and/or completion certificate.

7. The Purchaser/s agrees to pay to the Company interest at 24% per annum on all the amount due to the Purchaser/s under the terms of this Agreement and the amount becoming payable until realization of the said Premises to the Purchaser/s.

8. On the Purchaser/s committing breach of the Agreement (including his proportionate share in the purchase price and other outgoings) and/or violation of any of the terms and conditions hereof, the Purchaser/s shall be bound to pay to the Company, without prejudice to their right to terminate this Agreement on their own option to terminate this agreement.

PROVIDED HOWEVER that the right to terminate this Agreement shall not be exercised by the Purchaser/s if they have given to the Purchaser/s 1 month's notice in writing of the conditions due to which they intend to terminate this Agreement and if such conditions have been made by the Purchaser/s within a reasonable time after giving of such notice.

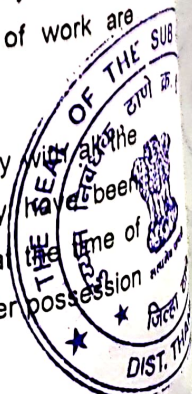
9. The fixtures, fittings and other things attached to the said Premises are those that are mentioned in the schedule written.

10. The Company shall hand over the possession of the said Premises to the Purchaser/s on or before MAY-2019 and the Purchaser/s shall be in the control of themselves and the Company shall be liable for any damages.

PROVIDED that the Company shall be liable for the time for giving delivery of the said Building and the completion of the said Building shall be delayed on account of:-

- 1. Non availability of steel and other materials for supply;

ट न न - ९
दस्ता क्र. ९३९/२०१९
28/1/19



Handwritten signatures and names at the bottom of the page, including 'श्री. सुजता मोदी'.

