

Valuation



Date : 02-03-2019

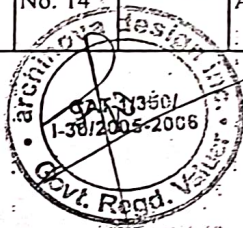
Ref: ADI/SBI/CHUR/SA/PG/2019/03-01

ANNEXURE-I

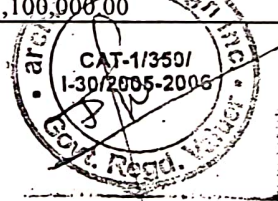
VALUATION REPORT
(properties of value upto Rs.5 crores)

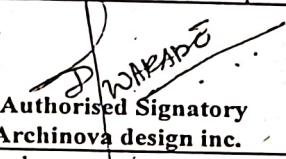
Name & Address of Branch : State Bank of India, Churchgate Branch, Mumbai
Name of Customer(s)/Borrowal unit : Kesar Gupta
(for which valuation report is sought) :

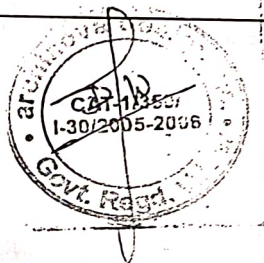
1 Customer Details								
Name		Kesar Gupta						
Apl no		Not given						
2 Property Details								
Address		Flat No. 201, 2nd Floor, Building No.13, 'Sarah House', CTS No. F/584 Pali, Village Bandra (W), Mumbai-400 050.						
Nearby Landmark / Google Map Independent access to the property		Near Pali Naka, Bandra (W) Google Map of Surrounding area is attached below.						
3 Document Details		Name of Approving Authority		Municipal Corporation of Greater Mumbai				
Layout Plan		Yes/No	Not Given	Approval No				
Building Plan		Yes/No	Not Given	Approval No				
Construction		Yes/No	Yes	Approval No				
Legal Documents		Yes/No	1. Index II No. BDR-15/1478/2016 Dated 29-02-2016 Agreement value: 1,96,00,000/- Government Value: 1,36,35,500/- 2. Sale Agreement between M/s. K.M. Developers Pvt. Ltd. And Kesar Gupta 3. Property Card 4. Part occupation Certificate Dated 25-02-2005 5. Commencement Certificate no. CE/548/BS/WS/AH Dated 21-04-2004 6. Sale Floor Plan					
4 Physical Details								
Adjoining Propertie	East	House No. 12	West	House No. 14	North	Harisiya Apartment	South	Asif Forooqui Bangalow



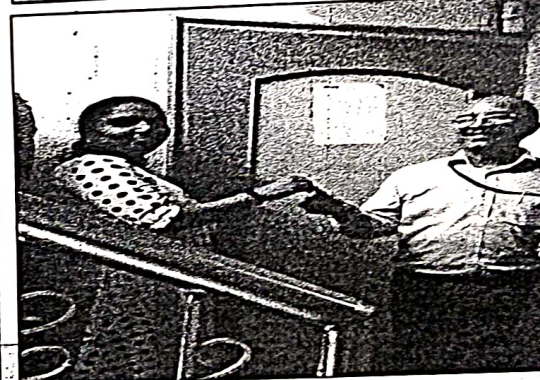
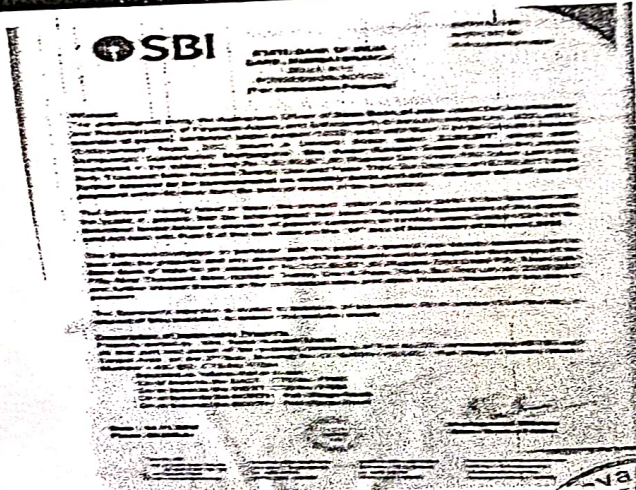
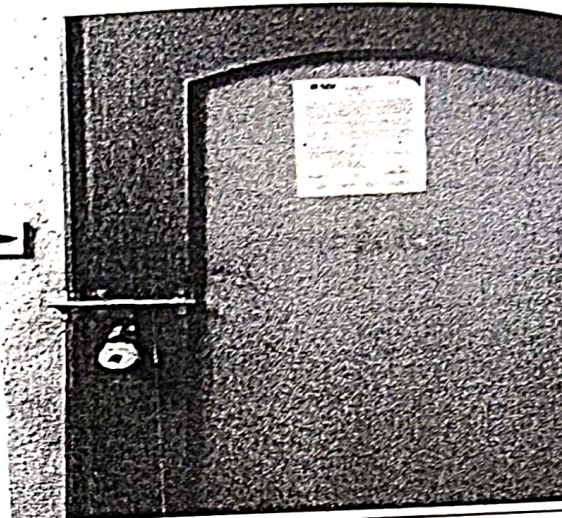
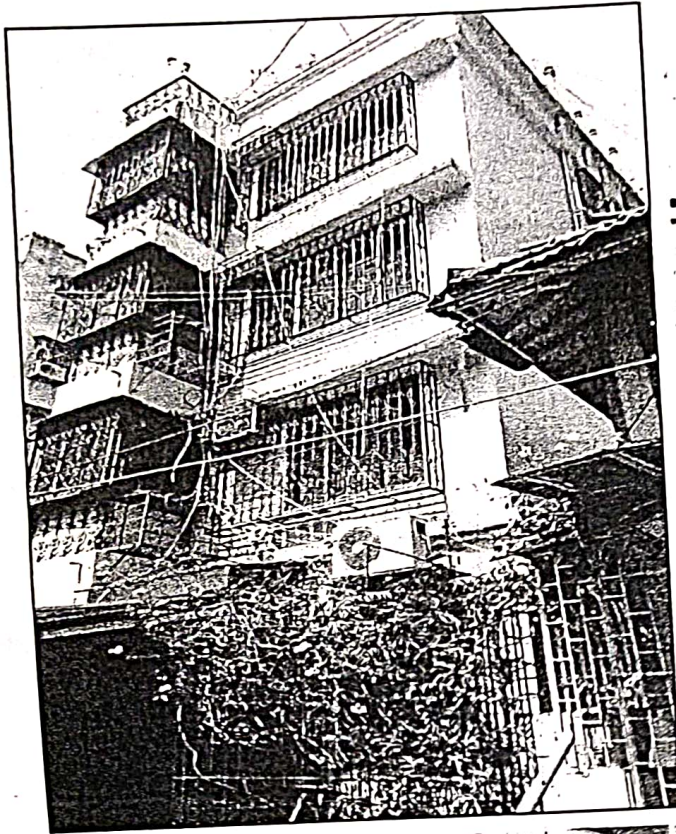
Matching of Boundaries		Not given	Plot demarcated	Yes	Approved land use	Yes	Type of Property	Description marks
No of rooms	Internal site visit not done							
Total No of Floors	Ground + 3 Floors	Floor on which the property is located	2nd Floor	Approx Age of the property	14 Years (As per O.C)	Residual Age of the property	46 Years (Subject to proper maintenance)	Type of structure - RCC
5 Tenure / Occupancy Details								
Status of Tenure	Flat was locked at the time of site visit.			No of years of Occupancy -		Relationship of tenant or owner - N.A		
6 Stage of Construction	100%			If under construction, extent of Completion - Completed				
7 Violations if any observed -								
Nature and extent of violations	Nil							
8 Area Details of the property								
Site Area Sq. Ft. C.A (As per Index II)	458.00	Plinth Area	-	Carpet Area Sq. Ft (As per Measurement)	-	Built Up Area Sq. Ft. (50% Loading on Index II C.A)	550.00	Remark-site visit not allowed by developers.
9 Valuation								
i. Mention the value as per Government Approved Rates also								
ii. In case of variation of 20% or more in the valuation proposed by the valuer and the Guideline value provided in the State Govt. notification or Income Tax Gazette justification on variation has to be given.								
* It is a foregone conclusion that market value is always more than the RR prices. As the RR rates are fixed by respective state governments for Computing Stamp duty/Rgstn. Fees. Thus the rates differs from place to place and location, amenities per se as evident from the fact that even RR Rates decided by Govt. differs.								
Summary of Valuation								
i. Guideline Value								
a. Land:								
b. Building:								
c. Flat: Rs. 11,901,588.00 (550 Sq. Ft. x Rs. 21,655)								
ii. Fair Market Value : Rs. 20,625,000.00 Depre. Rate Adopted Rs. 37,500								
iii. Realizable Value : Rs. 17,531,250.00								
iv. Forced/Distress Sale value : Rs. 14,437,500.00								
v. Rental Value : Rs. 42,970.00								
vi. Insurance Value : Rs. 1,100,000.00								



10 Assumptions/ Remarks	i. Qualifications in TIR/Mitigation suggested, if any- Not Given ii. Property is SARFAESI compliant:: Yes iii. Whether property belongs to social infrastructure like hospital, school, old age home etc.- No iv. Whether entire piece of land on which the unit is set up/property is situated has been mortgaged or to be mortgaged.- Not known v. Details of last two transactions in the locality/area to be provided, if available.- Not Available vi. Any other aspect which has relevance on the value or marketability of the property - Property is located about 2 kms distance from Bandra Rly. Stn.		
Note	State Bank of India SARB Branch, Mumbai has taken possession of this flat as on Dated 14-11-2018		
11 Declaration	i. The property was inspected by the undersigned on 28-02-2019 - ii. The undersigned does not have any direct/indirect interest in the above property iii. The information furnished here in is true and correct to the best of our knowledge. iv. I have submitted Valuation report directly to the Bank		
12 Name address & signature of valuer with Wealth Tax Registration No.	 Authorised Signatory Archinova design inc.	Date of Valuation:	02-03-2019
13 Enclosures Documents & Photographs (Geo-stamping with date) etc.	i) Photographs ii) Google Map		

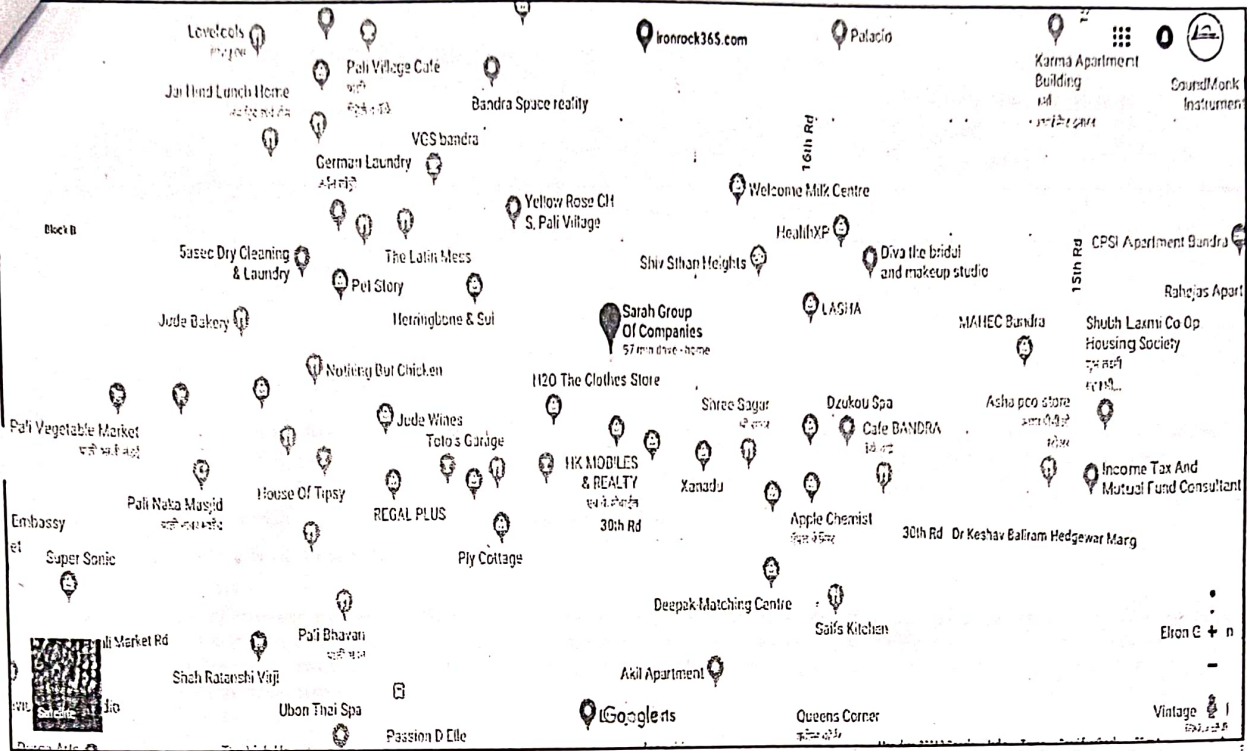


**Annexure
Kesar Gupta
Building & Flat**



(Circular stamp with illegible text and a date stamp)
DATE: 1-10-2001
No. 100/2001

Google Map



CAT-1/2501
1-30/2605-2006

29/02/2016

मुक्ती क्र.2

दुरुपम नियंत्रक : मह. दु.वि. संघर्षी 4
 दप्तर क्रमांक : 1478/2016
 नोंदणी :
 Regn:63m

गावाचे नाव : 1) बांद्रा

(3) विविधता प्रमाण
 (4) मूल्य
 (5) मूल्य (मालकी प्रमाण)
 (6) मालकी प्रमाण (मालकी प्रमाण)

व्यवहारीक
 29000000
 13635000

(7) मालकी प्रमाण (अनन्यता)

1) मालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदसिका नं: 201, पाळा नं: 2 या पत्र्या, विक्टरींग
 नं 13, इमारतीचे नाव: महाद्वार, ब्लॉक नं: बांद्रा प मुंबई 50, इतर माहिती: एकूण
 क्षेत्रफळ 457.83 चौ. फूट प्लॉट नं: (C.T.S. Number : F / 584 :)

(8) क्षेत्रफळ

1) 51.05 चौ.मीटर

(9) मालकी प्रमाण किंवा मालकी प्रमाण

(10) मालकी प्रमाण देणा-या/विद्वान
 देणा-या पत्र्याचे नाव किंवा
 दिवाणी न्यायालय याचा हक्कनामा
 किंवा अतिश्रम न्यायन प्रतिवादिने
 नाव न घेता.

1): नाव:- के.एम. डेव्हलपर्स प्रा ली चे ऑथो सिप्रे राहुल डी गायकवाड वय:-33; पत्ता:-प्लॉट
 नं: ऑफिस नं 101, पाळा नं: 1 ला मजला, इमारतीचे नाव: अरुणा निवास, ब्लॉक नं: बांद्रा प
 मुंबई 50, गेट नं: पार्की, महाराष्ट्र, मुंबई. पिन कोड:-400050 पॅन नं:-AABCK4910B

(11) मालकी प्रमाण देणा-या
 पत्र्याचे नाव किंवा दिवाणी
 न्यायालय याचा हक्कनामा किंवा अतिश्रम
 न्यायन प्रतिवादिने नाव न घेता

1): नाव:- के.एम. - गुमा वय:-31; पत्ता:-प्लॉट नं: चौ 1801, पाळा नं: 18 वा मजला,
 इमारतीचे नाव: मिहारिहा बनकिया स्पेस को ऑफ ही सोसा ली, ब्लॉक नं: ठाणे प, गेट नं:
 मी ग गेट, महाराष्ट्र, ठाणे. पिन कोड:-400607 पॅन नं:-BFEPG6912F

(12) मालकी प्रमाण किंवा मालकी प्रमाण

29/02/2016

(13) मालकी प्रमाण किंवा मालकी प्रमाण

29/02/2016

(14) मालकी प्रमाण किंवा मालकी प्रमाण

1478/2016

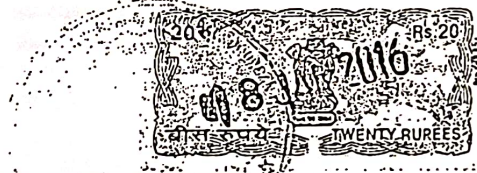
(15) मालकी प्रमाण किंवा मालकी प्रमाण

980000

(16) मालकी प्रमाण किंवा मालकी प्रमाण

30000

(17) श्रेणी



मालकी प्रमाण किंवा मालकी प्रमाण

(i) within the limits of any Municipal Corporation or any Cantonment area
 annexed to it.

MONDAY 11 04:20 PM

पावनी

Original/Duplicate

Monday, February 29, 2016

नोंदणी क्र.: 39M

4:20 PM

Regn.: 39M

पावती क्र.: 1701

दिनांक: 29/02/2016

गावाचे नाव: वांढ्रा

दस्तावेजाचा अनुक्रमांक: वदर 15-1478-2016

दस्तावेजाचा प्रकार: करारनामा

वाढर करणान्याचे नाव: केसर - गुमा

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 920.00

पृष्ठांची संख्या: 46

एकूण:

रु. 30920.00

आपणान मूळ दस्त, खंबनेल प्रिंट, सूची-२ अंदाज
4:39 PM ह्या वेळेस मिळेल.

मह. दु. नि. अधीनी ४

वाजाग मूल्य: रु. 13635500/-

भरनेले मूद्रांक शुल्क: रु. 980000/-

मोबदला: रु. 4960000/- निवधक अंधेरी-४
मुंबई उपनगर जिल्हा.

1) देयकाचा प्रकार: eChallan रकम: रु. 30000/-

ईडी/घनादेश/पे ऑर्डर क्रमांक: MH007676638201516E दिनांक: 29/02/2016

देयकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रकम: रु. 920/-

Keed

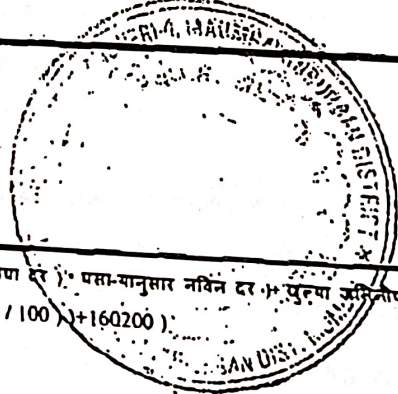
REGISTERED DOCUMENTARY
RELEVANT ON 29/2/2016

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)

Valuation ID	291602292601	29 February 2016, 04:12:14 PM
बटरी		
मूल्यांकनाचे वर्ष	2016	
जिल्हा	मुंबई (उपनगर)	
मूल्य विभाग	बांदा - एफ (अंधेरी)	
उप मूल्य विभाग	25/155 भूभाग उत्तरेस पी डी सिंदूजा मार्ग, पूर्वेस व्ही.पी.रोड, दक्षिणेस गुल्जानक रोड व पश्चिमेस मॅन्यूअल गोन्सालवीस मार्ग व आंबेडकर मार्ग	
सदर नंबर व भू क्रमांक	सि.टी.एस नंबर#584	

Handwritten signature and stamp area.

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.	खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक	नोजमापनाचे एकक
	160200	267100	320400	444500	267100	चौरस मीटर
बांधीव क्षेत्राची माहिती						
मिळकतीचे क्षेत्र	51 चौरस मीटर	मिळकतीचा ताप.	निवासा सदनिका		मिळकतीचा प्रकार	बांधीव
बांधकामाचे वर्गीकरण	1-आर सी सी	मिळकतीचे तय.	0 to 2 वर्ष		मूल्यदर/बांधकामाचा दर	Rs.267100/-
उदववाहन सुविधा	आहे	मजला	Ground floor To 4th floor			



मजला निहाय घट/वाढ - 100% apply to rate = Rs 267100/-

पसा-यानुसार मिळकतीचा पति घां मीटर मूल्यदर
 = ((वार्षिक मूल्यदर * खुल्या जमिनीचा दर) * पसा-यानुसार नविन दर * खुल्या जमिनीचा दर)
 = ((267100 * 160200) * (100 / 100) + 160200)
 = Rs.267100/-

A) मुख्य मिळकतीचे मूल्य
 - वरील पनाएं मूल्य दर * मिळकतीचे क्षेत्र
 = 51 * 5
 = Rs 13635455/-

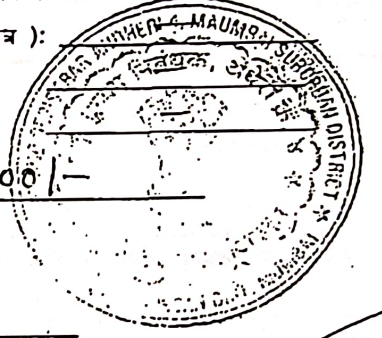
एकत्रित अंतिम मूल्य
 = मुख्य मिळकतीचे मूल्य + तळपरायें मूल्य + पोटमजल्याचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + बंदिस्त बाहन तळ्याचे मूल्य + खुल्या जमिनीवरील बाहन तळ्याचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य
 = A + B + C + D + E + F + G + H
 = 13635455 + 0 + 0 + 0 + 0 + 0 + 0 + 0
 = Rs 13635455/-

महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन २०१६

१. दस्ताचा प्रकार : Agreement for Sale अनुच्छेद क्रमांक : 25(b)
 २. सदरकत्यांचे नाव : Kesar Gupta
 ३. तातुका : मुंबई / अंधरी / धोरीवती / कुर्ता
 ४. गावाचे नाव : Bandra
 ५. नगरभुमापन क्रमांक / सर्व्हे क्र. / अंतिम भुखंड क्रमांक : F/584
 ६. मूल्य दरविभाग (झोन) : 25/155 उपविभाग : Mumbai
 ७. मिळकतीचा प्रकार :- खुली जमीन : निवासी कार्यालय दुकान औद्योगिक
 प्रति चौ मी. दर : 2,67,100/-
 ८. दस्तात नमूद केलेल्या मिळकतीचे क्षेत्रफळ : 51.05 कार्पेट/बिल्टअप चौ मी / फूट
 ९. कारपाकिंग : --- गच्ची : --- पोटमाळा : ---
 १०. मजला क्रमांक : 2 उदवाहन सुविधा आहे / नाही
 ११. बांधकाम वर्ष : --- घसारा : ---
 १२. बांधकामाचा प्रकार : आरआरसी / इतर पक्के / कच्चे
 १३. बाजारमूल्यदर तक्त्यातील मार्गदर्शक सूचना क्र. --- ज्यान्वये दिलेली घट / वाढ
 १४. भाडेकरू ध्याप्त मिळकत असल्यास : १. त्याच्या ताब्यातील क्षेत्र (जुने क्षेत्र) :
 २. नवीन इमारतीत दिलेले क्षेत्र :
 ३. भाड्याची रक्कम :

१. रहिवासी / कार्यालय / दुकान / औद्योगिक दर (अ) : 2,67,100/-
 २. जमिनाचा दर (ब) : ---
 ३. जमिनाचा दर वजाकरता उर्वरित रक्कम (अ - ब = क) : ---
 ४. बांधकाम वर्षानुसार मिळणारा घसारा - (ड) : --- %
 ५. घसारा देऊन येणारी रक्कम (क x ड) : --- (₹)
 ६. (ब + ई) = निर्धारित दर : ---

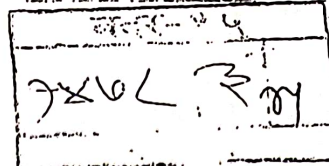


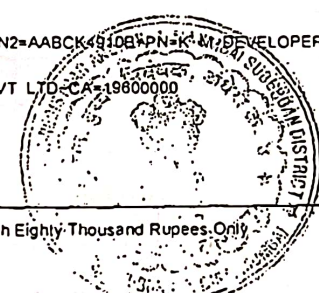
मुल्यांकन = क्षेत्रफळ : 51.05 x निर्धारित दर : 267100/- = बाजारमूल्य : 136,35,500/-
 मोबदला : 196,00,000/-
 मुद्रांक शुल्क : 9,80,000/-
 नोंदणी फी : 30,000/-

लिपीक

सह दुय्यम लिपिके

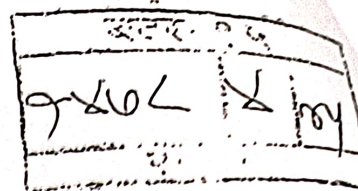
CHALLAN
MTR Form Number-6



GRN	MH00707603*201516E	BARCODE	[Barcode]		Date	29/02/2016-11:59:45	Form ID	25.2
Department	Inspector General Of Registration			Payer Details				
Type of Payment	Non-Judicial Customer-Direct Payment			TAX ID (If Any)				
	Sale of Non Judicial Stamps SoS Mumbai only			PAN No. (If Applicable)	BFEPG6912F			
Office Name	BDR9_ANDHERI NO 3 SUB REGISTRAR			Full Name	KESAR GUPTA			
Location	MUMBAI							
Year	2015-2016 One Time			Flat/Block No.	F/584			
Account Head Details		Amount In Rs.	Premises/Bullding					
00300-5501 Sale of NonJudicial Stamp		980000.00	Road/Street		51.06			
			Area/Locality		BANDRA			
			Town/City/District					
			PIN		4 0 0 0 5 0			
			Remarks (If Any)					
			PAN2=AABCK4910B*PN*K&M*DEVELOPERS PVT LTD-CA-19800000 					
Total		980000.00	Amount In Words	Nine Lakh Eighty Thousand Rupees Only				
Payment Details VIJAYA BANK			FOR USE IN RECEIVING BANK					
Cheque-DD Details			Bank CIN	REF No.	03907642016022900046	10791564		
Cheque/DD No			Date	29/02/2016-11:02:03				
Name of Bank			Bank-Branch	VIJAYA BANK				
Name of Branch			Scroll No. . Date	Not Verified with Scroll				

Mobile No 9892771436

CHALLAN
MTR Form Number-6



GRN	MH007676638201516E	BARCODE	Date		29/02/2016-12:06:42	Form ID
Department	Inspector General Of Registration		Payer Details			
Type of Payment	Registration Fees Ordinary Collections IGR		TAX ID (If Any)			
Office Name	BDR9_ANDHERI NO 3 SUB REGISTRAR		PAN No. (If Applicable)	BFEPG6912F		
Location	MUMBAI		Full Name	KESAR GUPTA		
Year	2015-2016 One Time		Fla/Block No.	F/584		
Account Head Details		Amount In Rs.	Premises/Building			
0030063301	Amount of Tax	30000.00	Road/Street	51.06		
			Area/Locality	BANDRA		
			Town/City/District			
			PIN	4	0	0
			PIN	0	5	0
			Remarks (If Any)	<p>PAN2=AABCK4970B-PN-K. M. DEVELOP PVT LTD-CA=19800000</p>		
			Amount In	Thirty Thousand Rupees Only		
Total		30000.00	Words			
Payment Details		VIJAYA BANK				
Cheque-DD Details		Bank CIN	REF No.	03907642016022900049	10791656	
Cheque/DD No		Date	29/02/2016-11:02:25			
Name of Bank		Bank-Branch	VIJAYA BANK			
Name of Branch		Scroll No. . Date	Not Verified with Scroll			

*Mobile No 9892771436

CHALLAN
MTR Form Number-6

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GRN	MH007A769342015088	BARCODE	AMOUNT		29/02/2016	29/02/2016-12:06:42	Form ID	USER
DEFACED FOR RS: 30000.00								
Department	Mumbai City Municipal Corporation			Payer Details				
Type of Payment	Registration Fee			TAX ID (If Any)				
(Amt. in words: Thirty Thousand Rupees Only)	30000.00			PAN No. (If Applicable)	BFEPG6912F			
Office Name	BDR9_ANDHERI NO 3 SUB REGISTRAR			Full Name	KESAR GUPTA			
Location	MUMBAI			Flat/Block No.	F/584			
Year	2015-2016 One Time			Premises/Bulding				
Account Head Details		Amount In Rs.		Road/Street				
0050063301	Amount of Tax		30000.00	Area/Locality	BANDRA			
				Town/City/District				
				PIN	4 0 0 0 5 0			
				Remarks (If Any)	PAN2=AABCK49108-PN=K M DEVELOPERS PVT LTD-CA=19600000			
				Amount In	Thirty Thousand Rupees Only			
				Words				
Total			30000.00					
Payment Details				FOR USE IN RECEIVING BANK				
VIJAYA BANK				Bank CIN	REF No.	03907642016022900049	10791666	
Cheque-DD Details								
Cheque/DD No				Date	29/02/2016-11:02:25			
Name of Bank				Bank-Branch	VIJAYA BANK			
Name of Branch				Scroll No. , Date	Not Verified with Scroll			

Mobile No 9892771436

2016

KESAR GUPTA adult Indi.
KESAR GUPTA (S/O) (which express
consent or meaning thereof be at
his/Her/their (respective) heirs, executors
of the Other Part:
By a Deed of Conveyance dated
Mrs. Ruby Drego and M.
"the Vendors"



AGREEMENT FOR SALE

Kesari
Rishi

ARTICLES OF AGREEMENT made at Mumbai this 29th day
of Feb 2016. BETWEEN K. M. DEVELOPERS PVT. LTD., a
Pvt. Ltd. firm, having office at 101, 1st floor, Aruna Niwas, Pali Village,
Bandra (W), Mumbai 400 050., hereinafter called the , "DEVELOPERS"
(which expression shall unless it be repugnant to the context or meaning,
thereof be deemed to mean and include the developer or developers for
the time being constituting the said firm, the survivor or survivors of them
and the heirs, executors, administrators and assignees) of the One Part
through its authorized signatory.

AND

1
Kesari

[Signature]

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B
KESAR GUPTA adult Indian Inhabitant, hereinafter 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 and assigns)
of the Other Part:

By a Deed of Conveyance dated 20th April, 1995 and made between
Mrs. Ruby Drego and Mrs. Innocent Rose Winifred Rebello therein called
"the Vendors" of the one part and the "the Purchaser" therein Mr Gyan
Correa And Mrs Sabin Gyan Correa alias Sabin Patel of the other part and
registered with the office of the other part and registered with office of the
Sub Registrar of Assurance at Bombay under Serial No. PBDR 535/95
dated 6th October, 1995, the said Mrs. Ruby Drego and another granted,
conveyed, sold and transferred to the Purchaser the property bearing CTS
No. F/584 of Village Pali, Bandra admeasuring 107 sq. mtrs. Or
thereabouts and more particularly described in the Schedule thereunder
written and in the Schedule hereunder written and since then the said
Purchasers are in possession of the said property.

By a Deed of Conveyance dated 29th may 2002 made between Mr
Gyan Correa And Mrs Sabin Gyan Correa alias Sabin Patel therein called
"the Vendors" of the one part and the M/s K M Developers "the
Purchaser" called the Builders And Developers of other part and
registered with the office of the other part and registered with office of the
Sub Registrar of Assurance at Bombay under Serial No. 2894 of 2002 dated
31/05/02 the said Mr Gyan Correa and another granted, conveyed, sold
and transferred to the vendor the property bearing CTS No. F/584 of
Village Pali, Bandra admeasuring 107 sq. mtrs. Or thereabouts and more
particularly described in the Schedule thereunder written and in the
Schedule hereunder written and since then the Builders & developers are
in possession of the said property.

AND WHEREAS the Builders have developed the said property by
constructing a new building thereon;

AND WHEREAS as already stated hereinabove the plans for
construction of a building on the said property have been duly sanctioned



by the Mumbai Municipal Corporation vide No. CE/548/WS/AHD/8/10/1997 and thereafter amended from time to time and obtained OC on under even no on 25/2/05.

Stamp: A-100
A-100
A-100

AND WHEREAS the Builders have completed construction of the building work on the said property and the Builders have sold and/or disposed of flats/shops/garages/car parking spaces and other premises in the new building known as Sarah house on Ownership basis;

AND WHEREAS the Builders have entered into a standard agreement with an Architect Shri Gopal Utekar registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects AND WHEREAS the Builders have appointed a Structural Engineer for the preparation of the structural design and drawings of the building and the Builders accept the professional supervision of the Architects and the Structural Engineer.

AND WHEREAS under the circumstances mentioned above, the Builders alone have the sole and exclusive right to sell the premises in the said new building constructed on the said property by the Builders and to enter into agreement/s with the Purchaser/s of the flats and other premises and to receive the sale price in respect thereof;

AND WHEREAS the Purchaser demanded from the Builders and the Builders have given inspection to the Purchaser of all the documents of title relating to the said land and the plans, designs and specification prepared by the Builders Architects, Shri Gopal Utekar and of such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the promotion of Construction, Sale, Management & Transfer) Act, 1963 (hereinafter referred to as 'the said Act') and the rules made there under;

AND WHEREAS the Builders have also annexed to this agreement the copies of the following documents as required by the provisions of the said Act and the Rules viz.;

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- a) Certificate of Title issued by M/s. Suraj Gandhi, Advocates who has investigated the title of the said property and has certified the title of the said property to be clear and marketable - Exhibit "A";
- b) Copy of property Card of the said property - Exhibit "B";
- c) Copy of the plan of the flats/shops/office Premises agreed to be allotted to the Purchaser, duly approved by the Municipal Corporation of Greater Mumbai - Exhibit "C" ;

AND WHEREAS the Builders have got approved from the concerned local authority the plans, specification, elevations, sections and details of the said building;

AND WHEREAS while sanctioning the said plans concerned local authority and/or government have laid down certain terms, conditions, stipulations and restrictions which have been observed and performed by the Builders while developing the said land and the said building and upon due observance and performance of which only the completion and occupation certificates in respect of the said building have been granted by the concerned local authority;

AND WHEREAS the Builders have accordingly completed construction of the said building in accordance with the said plans:

AND WHEREAS the Purchaser herein has applied to the Builders for allotment to the Purchaser Flat No. 201 on 2nd floor admeasuring 457.83 sq.ft. C.A. of the said building constructed by the Builders on the said property;

AND WHEREAS under Section 4 of the said Act the Builders are required to execute a written agreement for sale of the said premises to the Purchaser, being in fact these presents and also register the said agreement under Registration Act;

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

1. The Builders have constructed the said building known as





9 & 10 /
"Sarah house" on the said property more particularly described in
the First Schedule hereunder written in accordance with
plans and specifications sanctioned by the Municipal
Corporation of Greater Mumbai and which have been kept
at their office at ground floor Sarah House, 13th Pali Vill
Bandra (W), Mumbai 400 050.

2. The Purchaser hereby agrees to purchase from the Builders Flat No. 201 on 2nd floor admeasuring 457.83 sq.ft. C.A. building known as Sarah House and hereinafter referred to 'the said premises' and shown in red coloured boundary line on the plan annexed hereto for a total consideration of Rs. 1,96,00,000/- (Rupees One Crore Ninety Six Lacs only) being the proportionate price of the common area and facilities appurtenant to the premises, the nature, extent and description of the common areas and facilities which are more particularly described in the Second Schedule hereunder written. Hereto annexed is also list of amenities that will be provided in the flat and marked Exhibit "D".
3. The Purchaser/s shall pay to the Builders the said total consideration of 1,96,00,000/- (Rupees One Crore Ninety Six Lacs only as under:-
 - a) Rs. 30,00,000/- (Thirty Lacs only) as earnest money deposit on or before the execution of this agreement.
 - b) balance Rs. 1,66,00,000/- (one Crore Sixty Six lacs only) being the balance consideration before possession.
4. The Builders hereby agree to observe, perform and comply with all the terms and 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 causing to hand over the possession of the premises to the Purchaser, obtain from the concerned local authority occupation and/or completion certificates in respect of the premises.

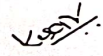
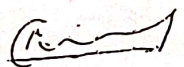
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5. The Purchaser has taken inspection of all the documents mentioned hereinabove and has also perused the certificate of title issued by M/s. Suraj Gandhi Advocates, Exhibit A and has accepted the title of the said Society to the said property as clear and marketable. The Purchaser shall not be entitled to raise any objection whatsoever with regard to the title of the said property.

6. On the Purchasers committing default/s in payment on due date of any amount due and payable by the Purchaser to the Builders under this AGREEMENT (including his/her proportionate share of taxes levied by concerned local authority and other outgoing) and on the Purchaser committing breach of any of the terms and conditions herein contained, the Builders shall be entitled at their own option to terminate this agreement.

PROVIDED always that the power of termination hereinbefore contained shall not be executed/exercised by the Builders unless and until the Builders shall have given to the Purchaser fifteen days prior notice in writing of his/her/their intention to terminate this agreement and of the specific breach of breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser in remedying such breach or breaches within a reasonable time after the giving of such notice.

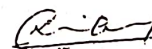
PROVIDED further that upon termination of this agreement as aforesaid Builders shall refund to the Purchaser the installments of sale price of the premises which may till then have been paid by the Purchaser to the Builders but the Builders shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon termination of this agreement and refund of aforesaid amount by the Builders, the Builders shall be at liberty to dispose of and sell the premises to such person or and at such price as the Builders may in their absolute discretion think fit.



7. The Builders shall give possession of the premises to the Purchaser on or before _____ day of _____ and on execution of the conveyance. If the Builders fail or neglect to give possession of the said premises to the Purchaser on account of reasons beyond their control and of their agents as per the provisions of section 8 of MAHARASHTRA OWNERSHIP FLATS ACT, 1963 by the aforesaid date or the date or dates prescribed in the said Section of the said Act, then the Builders shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the premises with simple interest at 9% per annum from the date the Builders received the sum till date the amounts and interests thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulation specified in Section 8 have been satisfied or not will be referred to the competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Builders to Purchaser there shall, subject to prior encumbrance, if any, be a charge on the said land as well as building in which the premises are situated or were to be situated.

PROVIDED that the Builders shall be entitled to reasonable extension of time for giving delivery of premises on the aforesaid date, if the completion of building in which the premises is to be situated is delayed on account of:-

- 1) Non availability of steel, cement other building materials, water, or Electric supply;
 - 2) War, civil commotion, accident, or Act of God;
 - 3) Any notice, order, rule, notification or the Govt. and/or other public competent authority.
8. The Purchaser shall take possession of the premises within (fifteen) days of the Builders giving written notice to Purchaser intimating that the said premises are ready for use and occupation;

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PROVIDED that the Builders shall be liable on demand to refund to the Purchaser the amounts already received by them in respect of the premises with simple interest at 9% per annum from the date the Builders received the sum till date the amounts and interests thereon is repaid, provided that by mutual consent it is agreed that dispute whether the stipulation specified in Section 8 have been satisfied or not will be referred to the competent Authority who will act as an Arbitrator. Till the entire amount and interest thereon is refunded by the Builders to Purchaser there shall, subject to prior encumbrance, if any, be a charge on the said land as well as building in which the premises are situated or were to be situated.

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PROVIDED that if within a period of 3 years from the date of handing over the premises to the Purchaser, the Purchaser brings to the notice of the Builders any defect in the premises or the building in which the premises are situated or the material used therein or any unauthorised change in the construction of the said building then wherever possible such defects or unauthorised changes shall be rectified by the Builders at their own cost and in case it is not possible to rectify such defects or unauthorised changes, then the Purchaser shall be entitled to receive from the Builders reasonable compensation for such defect or change.

9. The Purchaser shall on or before the delivery of possession of the said premises keep deposit with the Builders the following amounts;

1. Rs. 15,000/- for legal charges
2. Rs. _____/- for shares money, application entrance fee of the Society or Limited Company;
3. Rs. _____/- for formation and registration of the Society or Limited Company.
4. Rs. _____/- for proportionate share of taxes and other charges.

TOTAL 15,000/-
=====

10. The Builders shall utilise the sum of Rs. 15,000/- (Rupees Fifteen Thousand only) paid by the Purchaser to the Builders for meeting all legal costs of the Attorney-at-law/Advocate of the Builders in connection with formation of the said Society or Limited Company preparing its rules, regulations and bye-laws and the cost of preparing and engrossing this Agreement and the Conveyance.

11. At the time of registration the Purchaser shall pay to the Builders the Purchaser's share of stamp duty and registration



charges payable, if any, by the said Society or Limited Company on the conveyance or any document or instrument or transfer in respect of the said land and the building executed in favour of the Society or Limited Company.

12. The Purchaser/s or himself / herself / themselves intend to bring all persons into whomsoever hands the premises may come, both hereby covenant with the Builders as follows: -

- a) To maintain the premises at Purchaser's cost in tenable repair and condition from the date of possession of the flat is taken and shall not do or suffered to be done anything in or to the building in which the said premises is situated, staircase or any passages which may be against the rules, regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the premises is situated and the premises itself or any part thereof.
- b) Not to store in the flat any goods which are of hazardous, combustible or dangerous nature or so heavy as to damage the construction of structure of the building in which the premises is situated or storing of which goods is objected to by the concerned local authority or other authority and shall carry or cause to be carried heavy packages on the upper floors which may damage or likely to damage the structure or staircases, common passages or any other structure of the building in which the premises is situated, including entrances of the building in which the premises is situated and in case any damage is caused to the building in which premises is situated or premises on account of negligence or default of the Purchaser shall be liable for the consequence of the breach.
- c) To carry out of his/her own cost all internal repairs to the said premises and maintain the premises in the same condition, state and order in which it was delivered by the Builders to

K. V. S. Srinivasan

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Handwritten: The Purchaser and shall not do so or suffer to be done anything in or to the building in which the premises is situated or the premises which may be given under the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision the Purchaser shall be solely responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.

- d) Not to demolish or cause to be demolished the premises or any part thereof, nor at any time make or cause to be made any addition or premises or any part of the premises thereof. Nor any alterations in the elevations and outside color scheme of the building in which the premises is situated and shall keep the portion, sewers, drains, pipes in the premises and appurtenance thereto in tenantable repair and condition and in particular so as to support, shelter and protect the other part of the building in which the premises is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. parts or other structural members in the premises without the prior written permission of the Builders and from the Society or the Limited Company.
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said land and the building in which the premises is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.
- f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said land the building in which the premises is situated.
- g) Pay to the Builders within 15 days of demand by the Purchasers his/her/their shares of the security deposit demanded by the concerned local authority or Government of

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giving water, electricity or any other services connection to building in which the said premises is situated.

- h) To bear and pay increase in the local taxes, water charges, insurance and such other levy, if any, which are imposed by the concerned local authority and/or Government and/or other public authority on account of change of user/s of the premises by the Purchaser viz. User for any purpose other than for residential purposes.
 - i) The Purchaser shall not let, sub-let, transfer assign or part with Purchaser's interest or benefit factor 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 or fully paid up and only if the Purchaser had 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 in writing to the Builders.
 - j) The Purchaser shall observe and perform all the rules and regulations which the society or limited company, may adopt at its inception and additions, alterations or alterations or amendment thereof that may be made from the time for protection and maintenance of the said building and the flats, and other premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being the concerned local authority and/or the Government and/or other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/Limited Company regarding the occupation and use of the premises in the building and punctually towards the taxes, expenses or other outgoing in accordance with the terms of this agreement.
13. The Builders shall maintain a separate account in respect of sums received by the Builders from the Purchaser as advance or deposit, sums received on account of share capital for the promotion of the Co-operative Society or a Limited Company or towards the outgoing, legal charges and shall utilise the

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Amounts only for 14 received
Nothing contained shall be

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amounts only for the purpose for which they have been received.

14. Nothing contained in this agreement is entered or to be borne shall be constructed as a grant, demise, or assignment in law of the said premises or of the said plot and building or any part thereof. The Purchaser shall have no claim save and expect in respect of the premises hereby agree to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, etc. will remain the property of the Builders until the said land and building is transferred to the Society/Limited Company as hereinbefore mentioned.
15. Any delay tolerated or indulgence shown by the Builders in enforcing the terms of this agreement or any forbearance or giving of time to the Purchaser/s 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 the rights of the Builders.
16. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said building, if any, shall belong exclusively to the Purchaser of the terrace flat and such terrace space are intended for the exclusive use of the respective terrace purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the Builders or the Society or the Limited Company as the case may be.
17. Upon possession of the said premises being delivered to the Purchaser, the Purchaser shall be entitled to use and occupy the said premises. The Purchaser shall use the said premises for such purpose for which it is agreed to be purchased under this agreement. The Purchaser shall use the garage or parking space only for the purpose of keeping or parking the Purchaser's own vehicle/s.

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The Builders shall have a right to make additions, alterations, to raise additional storeys as or structures at any time as any be permitted by Municipal Corporation of Mumbai by using balance FSI that may be available now or in future or by bringing in Transferable Development Rights (TDR) from outside on to the said property and such additions, alterations and additional structures or storeys shall be the sole property of the Builders who shall be entitled to deal with or dispose of it in any manner that they may deem fit and the Purchaser/s hereby consent/s to the same. The Purchaser/s hereby agree/s that he/she/they will give all necessary facilities and fully co-operate with the necessary facilities and fully co-operate with the Builders to enable the Builders to make additions and alternations and/or to raise additions and alterations and/or to raise additional storeys or structures in accordance with the plans sanctioned or which may hereinafter be sanctioned and the Purchaser/s hereby further agree/s that even after been admitted as member/s of the said Society, he/she/they will consent to the Society giving to the Builders full facility, assistance and co-operation to enable the Builders to make the additions and alterations and/or to raise additional storeys or structures complete and fit for occupation in all respects and for the aforesaid purpose the Builders shall be entitled to utilise and/or make connection from all water pipe-lines and storage tanks, sewerage and drainage pipe-lines, electric cables and electric lines and other convenience and amenities to the said additional storeys or structures which may be constructed by the Builders and the Purchaser/s hereby consent/s to the same, and he/she/they shall not raise any objections whatsoever.

19.

The Builders have informed and the Purchaser/s is/are aware that the Builders are planning to put up additional floors or additional construction on the said building/property in future other than the construction plans for which have already been sanctioned. The Builders have informed the

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R. Parth