

ICICI Bank
Customer Copy
Date: 25/8/08

Deposit Br. Chembur
Pay to: ICICI Bank Ltd. A/C Stamp Duty

Frinking Value	Rs.	155500
Service Charges	Rs.	15550
Total	Rs.	155500

Name of Stamp duty paying party:
Mr. Allwyn Dsouza

Received With Thanks
Rs. 155500 towards
Frinking Stamp Duty

DD / Cheque No. 106184

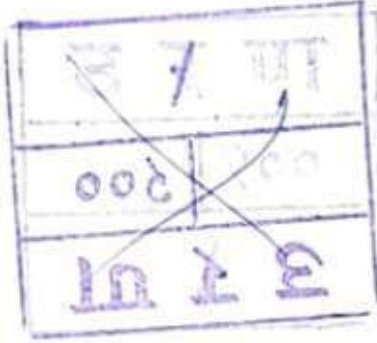
Drawn on Bank: The Hongkong and Shanghai Banking Corporation Limited.

(For Bank's Use Only) ICICI Bank Limited
Chembur Branch
Mumbai

Tran ID
Frinking Sr. No.
Officer

FRANKING DEPOSIT SLIP

373
9/2007
9/181



For ICICI Bank Ltd.
Authorised Signatory
Alpana Choudhary

AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made and entered into at Navi Mumbai, on the 26th day of August, 2008 BETWEEN **M/s. ARIHANT UNIVERSAL REALTY PVT. LTD.** a Company registered under Companies Act, 1956 Permanent Account No. **AAFCA8671B** having its registered office at 302, Persipolis, Plot no 74, Sector-17, Vashi, Navi Mumbai-400 703, hereinafter referred to as "THE PROMOTER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors/ successor in title and/or its assigns) of One Part And

ICICI BANK LTD.
RUNWAL RESIDENCY,
D.K.SANDHU MARG,
CHEMBUR (E), MUMBAI-400 071.
D-5/STP(V)/C.R. 2011/22/000-1
/421 TO 424

STAMP DUTY
72850
148144
0155500/-P85213
AUG 25 2008
MAHARASHTRA

(Handwritten signatures)

Mr. Allwyn Dsouza & Mrs. Maria Dsouza having Permanent Account No. NRI & NRI, adult Indian Inhabitant, residing at Ashok Nagar, Bldg No - D/4, Flat No. 401, Marol Military Road, Andheri (E), Mumbai - 400 072., hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her heirs, executors, administrators and assigns) of the Other Part

AND WHEREAS:-

- 1) The City and Industrial Development Corporation of Maharashtra Ltd. (hereinafter called "The Corporation") is the New Town Development Authority declared for the area designated as a site for the new town of Navi Mumbai by the Government of Maharashtra in exercise of its powers vested under Subsection (1) and 3(A) of section 113 of the Maharashtra Regional and Town Planning Act 1966 (Maharashtra XXXVII of 1966).
- 2) The state Government in pursuant to section 113(A) of the said Act, acquired the land described therein and vesting such lands in the said Corporation for development and disposal.
- 3) By an Agreement to Lease dated 17/10/2007 made at Panvel, Navi Mumbai, between the Corporation of the One Part and Shri. Goma Shalik Ulwekar & 5 Others referred to as "The Original Licensee" of the Other Part (hereinafter for the sake of brevity referred to as "said Agreement") the Corporation agreed to grant Lease to the Original Licensee under 12.5% GAOTHAN EXPANSION SCHEME (GES) a Lease of all that piece or parcel of land bearing Plot No. 08, in Sector 20, Kalamboli, Navi Mumbai, admeasuring 3599.19 Sq.mtrs. for Residential purpose and more particularly described in the Schedule hereunder written on the terms and conditions as contained in the said Agreement.
- 4) AND WHEREAS the Original Licensee released and transferred all their rights, titles, benefits, interests in the above Plot in favour of the Builder under the TRIPARTITE AGREEMENT executed on 06/11/2007 between The Corporation, "The Licensee" and the Builder which has been duly stamped and registered in the office of Sub-Registrar-3, at Panvel, having Registration No. PVL3-10907-2007 & Receipt No. 11030, dated 07/11/2007. AND WHEREAS the Corporation has transferred the plot in favour of the Builder by their Final Transfer Order dated 28-11-2007 in favour of the Builder for Plot No. 08 in Sector No.20, Kalamboli, Navi Mumbai, admeasuring 3599.19 Sq.mtrs.



Allwyn Dsouza

Maria Dsouza

उ र ण	
६५९७	२००८
२	१३८

- 5) In pursuance of the said Tripartite Agreement, M/s. ARIHANT UNIVERSAL REALTY PVT LTD. the PROMOTER are fully entitled to develop the said plot and to construct the building thereon for Residential purpose in accordance with the said Agreement and sell the units thereon to prospective purchasers.
- 6) The plans, designs and specifications for constructing the building on the said plot are approved by the Corporation and other concerned authorities in respect thereof.
- 7) The Addl. Town Planning Office of CIDCO Ltd. by its Development Permission-cum-Commencement Certificate No. **CIDCO/BP/ATPO/256 dated 15-01-2008** granted its permission to commence the construction work on the said plot subject to the terms and conditions as contained therein.
- 8) The Building being constructed on the Plot shall be known as **"ARIHANT SHARAN"**.
- 9) The purchaser demanded from the PROMOTER and the PROMOTER have given to the purchaser inspection of all the documents of title relating to the said plot and the plans, designs and specifications prepared by the Architect Designo and all such other documents as are specified under the Maharashtra Ownership of Flats (Regulation of the promotion of Construction, Sale and Management and Transfer) Act, 1963 (hereinafter referred to as "the said Act") and the rules made thereunder and has satisfied himself/herself about the title of the PROMOTER to the said plot and its right to develop the same. The purchaser hereby declares that he/she has satisfied himself / herself about the title of the PROMOTER to the said plot and declares that he/she shall not be entitled to raise any objection or requisition regarding the same or any matter relating to the title or otherwise whatsoever.

उ र ण	
८५३९	२००८
३	१८८

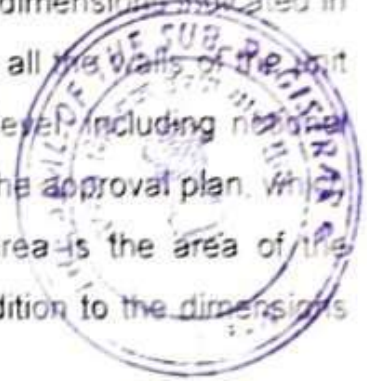
अस्य

[Handwritten signature]

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1 The PROMOTER shall construct a building on the said property more particularly described in the Schedule hereunder written in accordance with the plans, designs and specifications approved and sanctioned by the said Corporation and which the purchaser herein has seen and approved. The purchaser hereby agrees to any variations and modifications made in plans & designs by the PROMOTER who deem them necessary and proper for construction and as per the direction of the Corporation and other authorities from time to time.

2 The purchaser hereby agrees to purchase and acquire **Flat No. B - 808** on **8th Floor**, admeasuring **53.23 Sq mtrs.** Carpet area of the said unit in the said building known as "**ARIHANT SHARAN**" being constructed on the said property, for a total consideration of **Rs.2880000/- (Rupees Twenty Eight Lakh Eighty Thousand Only)** and on the terms and conditions hereinafter appearing. The internal design of the flat is as per the drawings of plans shown and verified by you, which are annexed here within. It is clarified that the dimensions indicated in plans are the area of the unfinished dimensions between all the walls of the unit to be measured at 1.00 meter above the finished floor level, including balcony area, cupboard area, and the door jamb area in the approval plan, which is hereby redefined as the carpet area. The built-up area is the area of the partition walls & exterior walls of the individual flat in addition to the dimensions indicated in the plan.



उ र ण	
६५७	२००८
४	१३८

[Handwritten signatures]

3. The Purchaser shall pay to the PROMOTER the said sum of **Rs.2880000/- (Rupees Twenty Eight Lakh Eighty Thousand Only)** at the time and in the manner as stated herein below in the name and style as "ARIHANT UNIVERSAL REALTY PVT. LTD., THE FEDERAL BANK LTD. A/c No 2120, VASHI BRANCH".

I.	On Booking	Rs. 330000 /-
II.	On Commencement of Work	Rs. 350000 /-
III.	On Completion of Plinth	Rs. 150000 /-
IV.	On Commencement of 1 st & 2 nd Slab	Rs. 150000 /-
V.	On Commencement of 3 rd & 4 th Slab	Rs. 150000 /-
VI.	On Commencement of 5 th & 6 th Slab	Rs. 150000 /-
VII.	On Commencement of 7 th & 8 th Slab	Rs. 150000 /-
VIII.	On Commencement of 9 th & 10 th Slab	Rs. 150000 /-
IX.	On Commencement of 11 th & 12 th Slab	Rs. 150000 /-
X.	On Commencement of 13 th & 14 th Slab	Rs. 150000 /-
XI.	On Commencement of 15 th & 16 th Slab	Rs. 150000 /-
XII.	On Commencement of Brickwork	Rs. 150000 /-
XIII.	On commencement of Inner Plaster	Rs. 150000 /-
XIV.	On Commencement of Plumbing	Rs. 150000 /-
XV.	On Commencement of Outer Plaster	Rs. 100000 /-
XVI.	On Commencement of Flooring & Tiling	Rs. 100000 /-
XVII.	On Commencement of Doors & Windows	Rs. 100000 /-
XVIII.	On Possession	Rs. 100000 /-

4. The aforesaid payments as mentioned in the Payment Schedule shall be made within ten days of the notice sent in writing by the PROMOTER to the purchaser to be given as hereinafter mentioned. The payments shall be due on average basis of works being carried out in relation to the entire building and not in relation to a particular flat's stage of construction.

5. The notice referred in the preceding clause will be served by the PROMOTER to the purchaser under Postal Services / Courier at the address specified below and such notice so served shall be considered sufficient discharge by the PROMOTER. For this purpose the name and address of the purchaser are set out below:-

3 रूत	
६५९	२००८
५	१३८

[Handwritten Signature]

[Handwritten Signature]

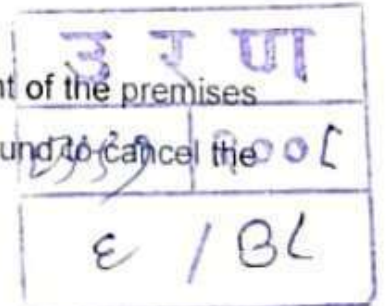
Name : Mr. Allwyn Dsouza
Mrs. Maria Dsouza
Address : Ashok Nagar, Bldg No - D/4,
Flat No. 401, Marol Military Road,
Andheri (E), Mumbai - 400 072.

6. On the purchaser committing default in payment of each of the instalments specified in the Payment Schedule as annexed hereto on their respective due dates (time being the essence of the contract) due and payable by the Purchaser to the PROMOTER under this Agreement including his proportionate share of taxes levied or to be levied by the concerned authorities and on the Purchaser committing breach of any of the terms and conditions herein contained, the PROMOTER shall be entitled to terminate this Agreement at their own option, in which event 20% of the total lump-sum agreed price shall stand forfeited. The PROMOTER shall however on such termination refund to the Purchaser the balance amount without any interest, if any after deducting the delayed payment charges & any losses from the amounts which may till then have been paid by the Purchaser to the PROMOTER, and on termination thereof the PROMOTER shall be at liberty to dispose off and sell the said premises to such person or persons at such price as the PROMOTER may in its absolute discretion think fit and the Purchaser shall not be entitled to question such sale or to claim whatsoever from the PROMOTER.



7. Without prejudice to his other rights under these presents and in law the Purchaser shall be liable to pay to the PROMOTER interest @24% per annum on all the amounts due and payable by the Purchaser to the PROMOTER which amounts remain unpaid for ten or more days after becoming due. If one or more installments are not paid by the Purchaser on time as per clause 3 hereinabove, the PROMOTER shall be at liberty to sell or dispose off the said Premises to any person or persons, without any notice to the purchaser herein.

8. If in any event, the Purchaser desires to cancel booking / allotment of the premises made in favour of the Purchaser, the PROMOTER shall not be bound to cancel the booking/allotment of the premises.



9. Provided that the PROMOTER shall be entitled to reasonable extension of time for giving delivery of said premises, if the completion of the building in which the said premises is to be situated is delayed on account of:

- i) Non-availability or steep rise in prices of steels, cements and other building materials, water or electric supply.

Handwritten signatures:
Dsouza
Maria

- ii) War, Civil Commotion, strike, labour dispute or any act of God and / or any other natural calamity and any other cause beyond the control of the PROMOTER.
- iii) Any notice, order, rule, notification of the government and / or other public or Competent Authority or any change, alteration, amendment in the existing rules, regulations & acts.
- iv) Non payment of the amounts by the Purchasers on due dates and as per Schedule of payment.
- 10 The PROMOTER shall also not be liable for any loss, damages, injury or delay due to Maharashtra State Electricity Board causing delay in sanctioning and supplying electricity or due to CIDCO or any other local authority concerned causing delay in giving / supplying permanent water connection or such other services / connections necessary for using / occupying the said premises. However, in case of delay in possession of project due to any circumstances & reasons the purchaser / purchasers agree and undertake not to demand from the PROMOTER payment of liquidated damages or any penalty or any risk purchase by them.
- 11 The Purchaser hereby agrees to take the possession of the unit on Part Occupancy or Full Occupancy Certificate from concerned authority and shall not raise any Objection and / or claim on any future construction work to be carried out on the same plot and shall not object for the inconvenience caused due to the same.
- 12 The purchaser agrees that in case of delay in possession of the flat or obtaining the occupancy certificate from the planning authority the builder shall not compensate towards any rental charges, loss in benefits from taxation of the government or any other amounts to the purchaser in cash or in kind.
- 13 Possession of the said premises shall be delivered to the Purchaser only after the building is ready for the use and occupation and provided all amounts due and payable by the Purchaser under this Agreement are paid to the PROMOTER in full. The Purchaser shall take possession of the said premises within seven days of the PROMOTER giving notice in writing to the Purchaser intimating that said premises is ready for use and occupation.
- 14 The purchaser hereby agrees that any delay in his/her individual payments shall lead to the delay in completion and possession of the project in whole.



3307	
04/09	200L
0 / 30	

[Handwritten signatures]

15. If the Car Parking Space under the stilt area, Podium area and open area which shall not be the common area is available, then the PROMOTER shall consider to allot the same to any unit members of the building at or for the price as decided by the PROMOTER and the Purchaser shall have no rights to object to the same.
16. The PROMOTER shall in respect of any amount unpaid by the Purchaser under the terms and conditions of this Agreement have a first lien and charge on the said premises agreed to be acquired by the Purchaser.
17. Upon delivery of possession, the Purchaser shall be entitled to the use and occupy the said premises without hindrance but without any further claim at any time as to the workmanship or quality of materials used in the said premise. The PROMOTER shall hand-over to the purchaser the said premises that have been purchased by the purchaser after the PROMOTER obtain the completion or occupancy certificates or No Objection Certificate from the Corporation.
18. The purchaser shall not use the said premises for any purpose other than the purpose for which it is allowed by the said Corporation, PROMOTER or other Authorities.
19. The purchaser hereby agrees to take the permission from the PROMOTER or the Society (in case of Society Registered) and take No Objection Letter while letting out their unit, sub-letting, give on Leave and License or Caretaker basis.
20. The Purchaser agrees that on providing the said premises for use to the Purchaser by the Builder, the purchaser shall be liable to bear and pay all taxes and charges including electricity, property tax, water charges, maintenance charges etc. in respect of the said premises/flat/shop/unit.
21. The purchaser as and when demanded by the builder shall pay to the PROMOTER the charges towards A) The following Miscellaneous expenses in addition to the lump sum price agreed:- Stamp Duty, Z.P. Tax, Registration, Electric & Water connection, Electric transformer charges, Water resources development charges, Electric cable laying, Legal fees, Development charges, Service Charges, Property tax applicable to land & Building, CIDCO Ltd transfer charges, P.S.I.D.C. charges, stamp duty, registration charges applicable to Land, Fees if any payable to the corporation, local authority, or by the government, and also such other charges, penalties, escalation, which shall if at any time here in after be imposed by the corporation, government or local authority as the case may be. B) In addition to the



3	3	5	5
93		00	00
C		13C	

[Handwritten signatures]

above, car parking charges as allotted shall be payable by the purchaser of the flat to the PROMOTER. C) All the required maintenance charges on an adhoc basis in advance for 12 months to the PROMOTER, corpus funds to the society on intimation of the amounts made due irrespective of yours taking possession or not. The Builder shall not be liable for providing any account, details, breakup or receipts of the above mentioned expenditures. The Purchaser hereby agrees that he shall not ask for any account, details, breakup or receipts of the above mentioned expenditures.

22. The Purchasers hereby agrees and undertakes to pay without any demur all such amounts towards Service Tax, VAT and all such other statutory fees as may be required by law which may come into effect with retrospective effect or by virtue of any judicial pronouncement by court of law.

23. In case of steep rise in the cost price of Steel, Cement, and any building material the PROMOTER have rights to take escalation charges towards the same from the Purchasers and hereby the purchaser agrees to pay the same.

24. The purchaser/s hereby gives his/her/their express consent to the PROMOTER to raise any loan against the said plot and/or the said buildings under construction and to mortgage the same with any bank or bankers or any other financial institution/s or any other party. This consent is on the express understanding that any such loan liability shall be cleared by the PROMOTER at their own expenses.

25. The fixtures, fittings and amenities to be provided by the PROMOTER in the said premises are those as follows here to and the purchaser has satisfied himself/herself about the same.

1. Vitrified tiles in all rooms.
2. Granite top kitchen platform with 2 ft. height, glazed tiles above platform.
3. Waterproof doors for bathrooms.
4. Full tiles in all toilets.
5. Concealed Plumbing & Electric Piping.
6. Aluminium sliding windows.
7. Marble frames on bathroom - doors.
8. Internal flats painted with OBD.

उ र ट	
२५३९	२००८
₹ 136	

26. The purchaser along with other purchasers in the said building shall join in forming and registering the Association of Apartment Owners / Co-Operative Housing Society / Company as the case may be and for this purpose also from time to time

[Handwritten signatures]

sign and execute the application for registration and / or membership / and or other papers and documents necessary for the formation and registration of the Company / Society / Association as the case may be so as to enable the PROMOTER to register the organization of the unit purchasers under the said Act and Rules made there under.

27. The purchaser shall bear all the expenses towards stamp duty for the above unit, payable to Govt. of Maharashtra on rates prescribed in Stamp Act demanded from time to time and or as demanded by the Sub -Registrar of Assurance. The purchaser shall also bear the registration charges towards the above unit. In case of non-payment of stamp duty and registration charges in full or part the purchaser shall be solely responsible for the same and shall bear all the penalties etc. The purchaser indemnifies the PROMOTER and shall not hold the PROMOTER responsible for the same.

28. The PROMOTER shall co-operate & assist for Lease Deed and/or Conveyance to be executed by the said Corporation in favour of the Association, Society/Company as the case may be in respect of the said property and the building erected thereon from the date PROMOTER have received payment for all the premises and sold and handed over possession of the premises to the respective purchasers whichever is later; PROVIDED THAT the PROMOTER have been paid and have received full consideration, all miscellaneous charges and any unforeseen / future / prospective taxes and charges levied by the state or central government, and all additional amount payable by all the premises holders. The association / society/company shall jointly with all the members bear the stamp duty & registration charges & other Charges/ fees towards the Agreement to Lease, Lease - Deed and/or Conveyance & other documents to be entered with CIDCO Ltd as and when applicable.

29. The PROMOTER will lodge this Agreement for registration. The BUILDER'S Power of attorney holder will attend the office of the Sub-Register of Assurances and admit execution thereof after the purchaser informs the PROMOTER the number under which it is lodged.

3002	
5/89	2002
90 / 31	

30. All costs, charges and expenses in connection with formation / registration of the said Association /Society/Company as the case may be shall be borne and paid by the members of the said Association /Society/Company and all costs, charges and expenses including Advocates and Solicitors fee for preparing and engrossing this

[Signature]
[Signature]

[Signature]

Agreement and the Lease Deed in respect of this property shall be borne and paid by the members of the said Association/ Society/Company as the case may be.

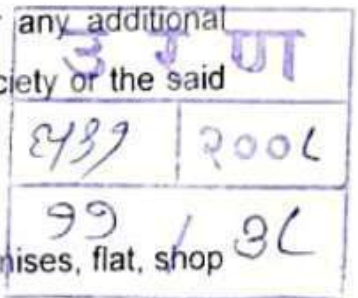
31 The purchaser individually and jointly with others shall pay within ten days of demand to the PROMOTER towards the proportionate share which may be ascertained by the PROMOTER of (a) the service charges, and taxes including Collector's charges and all other outgoings that may from time to time be levied on or incurred in respect of the said property (b) the charges for the maintenance and management of the said building including wages and salaries of watchmen, lift attendant, sweeper, housekeeping agencies, bill collector and accountant (d) Electricity charges of common lights, meter pumps shall be on an ad-hoc basis and the purchaser shall be liable to pay actual proportionate taxes and outgoings. However the PROMOTER shall be entitled to deduct there-from and appropriate to itself any amount that may be due and payable by the purchaser to the PROMOTER. The purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5th day of each and every month in advance after the first cycle of adhoc payment in advance for 12 months.

32 After the Company/ Society /Association as the case may be are formed the purchaser shall pay his contribution /out goings directly to the said Company/ Society/Association.

33 The PROMOTER shall not be liable to pay any maintenance or common expenses in respect of the unsold and/or unused premises in the said building before or after the formation of the society. The PROMOTER shall, however, bear and pay the Municipal Taxes and the dues of CIDCO for the same.

34 The Purchaser individually or collectively as a society shall not ask for any additions or alterations to the works done and shall not ask for any additional facilities or amenities from the Builder for the Project, Building, Society or the said premises, flat or unit.

35 The Purchaser hereby agrees that if the possession of the said premises, flat, shop or unit is not taken in the time frame prescribed by the Builder, then the Builder shall not be liable to keep the flat or unit fresh, clean and repaint and shall not hold the Builder to maintain the flat internally upto the date of possession by the Purchaser.



[Handwritten signatures]

36. The Builder shall not be liable to make payments towards the maintenance charges including electricity and water bills, service charges including property management services, security expenses, housekeeping expenses, taxes, levies, etc. for the period from the date of the first possession of any unit/flat/shop in the project. The Purchaser hereby agrees for the same. The Purchaser hereby also agrees that he shall individually or collectively as a society not claim any rebate, reimbursement, discount, contribution or any other amounts by whatever name called in part or in total from the Builder for the above or in respect of any unsold or unused units/flats/shops/premises.

37. The purchaser individually and collectively as a society agrees to coordinate with and make payments of all agencies and service providers of the society for its facilities like Electricity provider, Electrician, Plumber, Security, Lift Company, Telephone, Cable TV, Internet, Swimming Pool, Gardener, Housekeeping, etc. and shall not hold the Builder liable for the same.

38. The Builder reserves the right to alter, modify, change, cancel any of the plans, drawings, amenities, facilities, etc. without any notice or obligation. All the rendering, maps, designs in the brochures, sales and promotion materials are artists' conception and not actual depiction of the buildings, walls, driveways, elevation, landscaping of the project and the builder reserves the right to make any changes at any time without notice or obligation including and without limitation to areas, amenities and specifications.

39. The Purchaser agrees that the name of the Project, Buildings and the Society shall be decided by the Builder and the Purchaser individually or collectively as a society shall not alter or change the name in future.

40. The Builder shall not be responsible for any adhoc payments towards maintenance not received from the Flat/Shop/Unit Purchasers and it shall be the responsibility of the Society to collect the same from the members upon the formation of the society.

37	UT
548	ROOK
92/3C	

41. IT IS ALSO UNDERSTOOD AND AGREED BETWEEN THE PARTIES hereto that the terrace space adjacent to the flat, if any, shall belong exclusively to the respective purchaser of the flat/ unit. The purchaser shall not enclose the said terrace flat/ unit unless the permission in writing is obtained from the concerned local authority. The purchaser shall not put any temporary chajjas, sheets, awning that shall change the aesthetic look and elevation of the building then constructed.

[Handwritten signatures]

The PROMOTER also reserve the rights to allot a part and / or a portion of the top terrace floor level to the individual flat purchasers of the highest floor. This part and / or portion of the terrace allotted with a separate and individual access shall be a sole property of the flat purchaser of the highest floor and other purchasers shall not object to the same individually and / or collectively as an association and / or a society formed.

42 The purchaser doth hereby covenant with the PROMOTER as follows:-

a) To maintain the said premises at purchaser's own cost in good tenatable repair and condition from the date of possession of the said premises is taken and shall not do or supposed to be done anything in or to the building in which the said premises is situated.

b) Not to demolish or cause to be demolished the said premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in our building to the elevation and outside colour scheme of the building and shall keep the walls, partition walls, drains pipes, the said premises and appurtenances thereto in good and tenatable condition and in particular, so as to support to shelter and protect and other part of the building and shall not chisel or in any other manner / course damage the columns, beams, walls, slab, RCC pardies or other structural members in the said premises without prior written permission of the PROMOTER or the said Company/Society/Association.

c) The purchaser shall not let, sub-let, transfer, assign or part with said premises or interest or benefit under this Agreement or part with possession of the said premises until all dues payable by the purchaser to the PROMOTER under this agreement are fully paid up and that too only if the purchaser has obtained the consent in writing from the PROMOTER in this behalf.

d) The purchaser shall pay and contribute regularly and punctually towards taxes expenses or other out goings in accordance with the terms of this Agreement irrespective of him taking the possession or not and irrespective of him staying or not.

उत्तर	
९४३९	२००८
९३ / ३८	

43 It is hereby agreed by the Purchaser that the Hydrolysis process of cement continues for a longer period of two years and the strength of cement increases. This process is exothermic in nature resulting in emission of heat shown in the form of cracks. The construction is carried out at a enormous speed, hence the given

(Handwritten signatures)

time required for settlement of Brickwork/Blockwork due to self load is very insufficient and plastering work is carried out before that period thereafter the RCC Beam / Column joints with brickwork/blockwork gets exposed and are seen as cracks. The normal period required after brickwork/blockwork is minimum of twelve months. Seeing financial expenses occurred to the Purchasers by booking during under construction; speedy construction gets the first priority. The bricks / blocks along with cement also under go expansion and contraction in different seasons of the year initially for one year after completion of work. This also leads to cracks in any portion of the wall. Again the process for repairing this is timely crack filling and repairing. The final solution for all types of cracks occurred is to do the painting and filling jobs after three years of possession. The solutions are to be carried out at Purchasers own cost and expenses.

44 It is hereby agreed by the purchaser that the wall & floor tiles installed in the building, will have shade or tone variation due to vitrified process at extremely high temperature in oven or kiln by the manufacturing industries.

45 The PROMOTER shall have the right to make addition and alterations and raise or put up additional structures as may be permitted by the CIDCO Ltd. It is expressly agreed that the PROMOTER alone shall be entitled to any F.S.I. and or Global F.S.I. which may become available in respect of the said property and or T.D.R. of any other property available in any manner whatsoever at any time hereafter by virtue of any change in the law or by virtue of any amendment in the law applicable or any notification or order passed by the Government of Maharashtra or the Union of India or the Corporation or any other public or private body or authority, as the case may be, and the Purchaser/s further confirm/s that the PROMOTER shall be entitled to utilize the said F.S.I. by constructing additional Building or Buildings or floor/s or tenements or structures on the said plot and said Property as the PROMOTER may desire without any interruption dispute or objection by the Purchaser/s or any Co-operative Society, or any other body or organization of prospective Purchasers of the premises in the said Building of Complex in any manner whatsoever.



३५३१	
२५५९	२००८
३८	

46 The Common top terrace of the building shall always remain and be the sole property of the PROMOTER before & after registration of the society. The PROMOTER shall have the discretionary rights to use the terrace area for renting out the space in part & whole to any non-resident party of the building for any purpose such as installation of Antennas & distribution towers, Display of sign boards, billboards, hoardings and advertisement and for any other purpose. The

[Handwritten signatures]

purchasers in individual, collectively or as association of society shall not object to the same and shall not ask for any compensations and / or revenues towards the use of same and shall allow the respective party and their representatives access to the top terrace areas for services & maintenance of their equipments.

47 The Developer/ Builder have provided a recreational space on the Podium level along with a stilt area. This First Floor Stilt area accommodates the fitness centre and the society office which has been approved by CIDCO Ltd. This fitness center and society office shall be handed over to the society at the time of conveyance free of cost to the society. After accommodating the fitness center and the society office there is a balance area which is not used. This area above stilt is meant for outdoor recreation and shall not at any point of time be encroached upon or closed from any side by the society. Failing which CIDCO is liable to take action against the Society. This clause shall be binding on the entire society and its members.

48 Any dispute or difference of any nature whatsoever any claim, cross-claim, counter-claim or set off of against the Promoter or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the Sole Arbitrator and the sole Arbitrator to be appointed by the Promoter only. The award of the Arbitrator so appointed shall be final conclusive and binding on all parties to the agreement subject to the provisions of the Conciliation & Arbitration Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.

SCHEDULE OF PROPERTY

ALL THAT piece or parcel of land known as Plot No. 08, admeasuring 3599.19 Sq.mtrs. respectively situated in Sector No. 20, at Kalamboli, Navi Mumbai, within the jurisdiction of District Panvel, and Bounded as under:-

Towards the North by : - Plot No. 9 & Proposed 15.0 Mtr. Wide Road
 Towards the South by : - Plot No. 7 & 22
 Towards the East by : - Plot No. 9 & 21
 Towards the West by : - Plot No. 7 & Proposed 15.0 Mtr. Wide Road

Flat No. B - 808 on 8th Floor.

३२७	
६९९९	२००८
९५ / १३८	

[Handwritten Signature]

[Handwritten Signature]

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

SIGNED SEALED AND DELIVERED
by the withinnamed PROMOTER
M/s. **ARIHANT UNIVERSAL REALTY PVT. LTD.**

(Signature)

In the presence of
1. **Vijay Desai**

SIGNED SEALED AND DELIVERED
By the withinnamed PURCHASER
Mr. Allwyn Dsouza
Mrs. Maria Dsouza

(Signature)
(Signature)

In the presence of
1. **Ramesh Dnyane**



RECEIPT

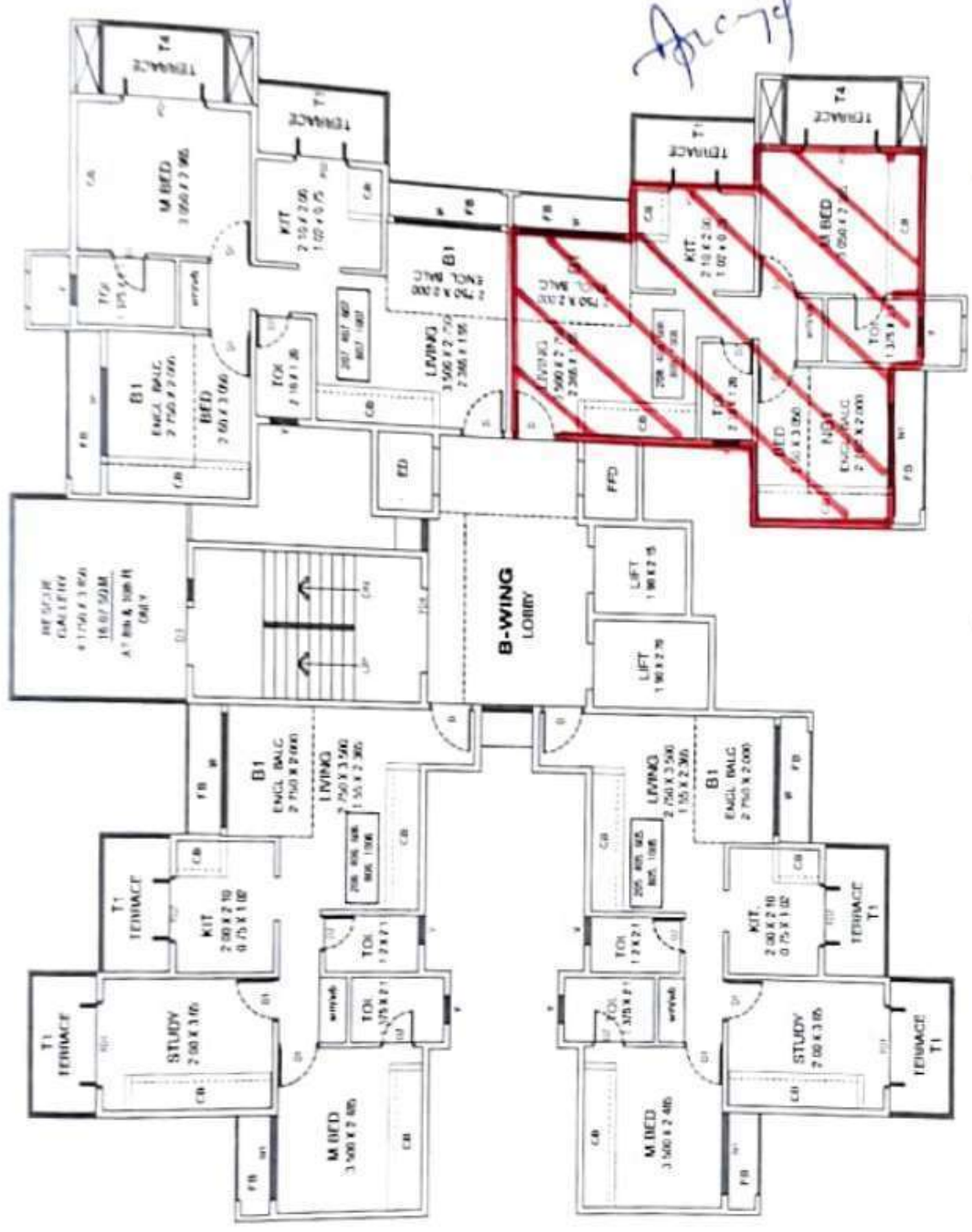
RECEIVED of and from the purchaser as withinnamed, the sum of **Rs. 980000/-** (Rupees **Nine Lakh Eighty Thousand Only**) being the Earnest money deposit towards the sale of **Flat No. B - 808** on **8th Floor** on or before execution of these presents, paid by him / her to me.

I / WE SAY RECEIVED

(Signature)
PROMOTER

उ र ण	
६४८७	२००८
१६ / ३८	

TYPICAL FLOOR PLAN (EVEN) [B-WING]
 2ND, 4TH, 6TH, 8TH, & 10TH FLOOR



FLAT NO. 808 IN B WING, FLOOR 8th.



Handwritten signatures and initials in blue ink.



उ र ण	
808	2002
90 / 30	

K.V. Reddy
Advocate High Court

Date: 23/01/2008

TITLE CERTIFICATE

PLOT NO.8, SECTOR-20, KALAMBOLI, NAVI MUMBAI

I have examined the title of **M/s. Arihant Universal Realty Pvt. Ltd.** in respect of the Plot No.8, Sector-20, Kalamboli, Navi Mumbai from the following documents:-

- 1) Agreement to Lease dtd.17/10/2007 executed between CIDCO and 1) Shri. Goma Shalik Ulwekar, 2) Shri. Govind Ziprya Bhoir, 3) Shri. Hari Kachar Waskar, 4) Shri. Minnath Natha Bhoir, 5) Shri. Haribhau Pandurang Thakur and 6) Shri. Vasant Krishna Ulwekar.
- 2) Tripartite Agreement dated 06/11/2007 executed between CIDCO, 1) Shri. Goma Shalik Ulwekar, 2) Shri. Govind Ziprya Bhoir, 3) Shri. Hari Kachar Waskar, 4) Shri. Minnath Natha Bhoir, 5) Shri. Haribhau Pandurang Thakur and 6) Shri. Vasant Krishna Ulwekar and M/s. Arihant Universal Realty Pvt. Ltd.
- 3) Letter dated 28/11/2007 addressed to M/s. Arihant Universal Realty Pvt. Ltd. by CIDCO regarding recording the name of M/s. Arihant Universal Realty Pvt. Ltd. in the records of CIDCO.
- 4) Letter bearing Ref.No.CIDCO/BP/ATPO/256 dated 15/01/2008 addressed to M/s. Arihant Universal Realty Pvt. Ltd. by CIDCO granting development permission.
- 5) Commencement Certificate No.CIDCO/ATPO/256 dated 15/01/2008 issued in favour of M/s. Arihant Universal Realty Pvt. Ltd. for construction of Residential Building (Stilt + 12) Str. with Residential BUA-4318.00 sq. mtrs.



That the City and Industrial Development Corporation of Maharashtra Ltd., is a company within the meaning of the Companies Act 1956 (hereinafter referred to as "CIDCO LTD") having its registered office at Nirmal, 2nd floor, Nariman Point, Mumbai-400 021.

उ र ए
४४९ १ ८
९८ / ३८

That the CIDCO has been declared as a New Town Development Authority under the provisions of Sub-Section 3-A of section 113 of (Maharashtra Regional and Town Planning Act 1966) (Maharashtra Act No. XXXVII of 1966 hereinafter referred to as "The said Act") for the New Town of New Bombay by Government of Maharashtra in exercise of its powers for the area designated as site for the New Town under Sub-Section (i) of section 113 of the said Act.

That the state Government has acquired lands within the designated area of New Bombay and vested the same in the CIDCO by an order duly made in that behalf as per the provisions of section 113 of the said Act.

That by virtue of being the Development Authority, the CIDCO has been empowered under section 118 of the said Act to dispose off any land acquired by it or vested in it accordance with the proposal approved by the state Government under the said Act.

That Shri. Goma Shalik Ulwekar and 5 others had made an application to CIDCO and requested to grant on lease a piece or parcel of land so acquired and vested in the corporation by the State Government. The CIDCO had consented to grant leasehold rights in respect of Plot No.8, Sector-20, Kalamboli, Navi Mumbai admeasuring 3599.19 Sq. Mtrs for the purpose of construction of building/s for residential purposes.

That by virtue of the Agreement to lease dated 17/10/2007 mentioned above CIDCO has agreed to grant leasehold rights to Shri. Goma Shalik Ulwekar and 5 others in respect of plot admeasuring 3599.19 Sq. Mtrs bearing Plot No.8, Sector-20, Kalamboli, Navi Mumbai. The said Agreement to Lease was duly registered with the Sub-Registrar of Panvel-3 vide Registration No.10157/2007.

That by virtue of the Tripartite Agreement dated 06/11/2007 executed between executed between CIDCO, Shri. Goma Shalik Ulwekar and 5 others and M/s. Arihant Universal Realty Pvt. Ltd., (therein referred to as "the New Licensee"), M/s. Arihant Universal Realty Pvt. Ltd. was granted the lease hold rights in respect of Plot No.8, Sector-20, Kalamboli, Navi Mumbai and thus permitted M/s. Arihant Universal Realty Pvt. Ltd. to develop the said plot by undertaking construction of residential building/s on the said plot. The said Tripartite Agreement was duly registered with the Sub-Registrar of Panvel-3 vide Registration No.10907/2007.



उ र ण	
२५९७	२००८
१९	१३८

The CIDCO had also issued letter dated 28/11/2007 by which the name of M/s. Arihant Universal Realty Pvt. Ltd. was entered into the records of CIDCO in respect of said plot.

Thereafter vide letter No.CIDCO/BP/ATPO/256 dated 15/01/2008 and Commencement Certificate No.CIDCO/ATPO/256 dated 15/01/2008 CIDCO has granted Development permission to M/s. Arihant Universal Realty Pvt. Ltd. for construction of residential building (Still + 12) Str. with Residential BUA-4318.00 sq. mtrs.

I perused the 1) Agreement to Lease dated 17/10/2007, 2) Tripartite Agreement dated 06/11/2007, 3) CIDCO Letter dated 28/11/2007 addressed to M/s. Arihant Universal Realty Pvt. Ltd. 4) CIDCO Letter bearing Ref.No.CIDCO/BP/ATPO/256 dated 15/01/2008 addressed to M/s. Arihant Universal Realty Pvt. Ltd. by CIDCO granting development permission, 5) Commencement Certificate No.CIDCO/ATPO/256 dated 15/01/2008 issued in favour of M/s. Arihant Universal Realty Pvt. Ltd. for construction of Total Built up area 4318.00 sq. mtrs. and on the basis of the same, I hereby certify that **M/s. Arihant Universal Realty Pvt. Ltd.** having their office at 302, Persipolis, Plot No.-74, Sector-17, Vashi, Navi Mumbai - 400 703 are well and sufficiently entitled to develop the said Plot No.8, Sector-20, Kalamboli, Navi Mumbai admeasuring 3599.19 Sq. Mtrs. by constructing residential building/s thereon, subject to the terms and conditions laid down by the City and Industrial Development Corporation and sell residential units in the said building to the prospective purchasers and **M/s Arihant Universal Realty Pvt. Ltd.** has a clear and marketable title in respect of said plot which is free from all encumbrances.

Dated this 23rd day of January, 2008.


K.V.REDDY
Advocate, High Court



Nariman Point,
00-91-22-6650 0900
00-91-22-6650 0928
00-91-22-2202 2509 / 6650 0933

HEAD OFFICE :
CIDCO Bhavan, CBD-Belapur,
Navi Mumbai - 400 614.
PHONE : 00-91-22-6791 8100
FAX : 00-91-22-6791 8166

CIDCO/BPI/ATPO/256

Date: 15/11/08

To:
M/s Anihant Universal Realty Pvt. Ltd.,
302, Persipolis, Plot No.74, Sector-17, Vashi
NAVI MUMBAI.

- Sub:- Development permission for Residential Building on Plot No.08 Sector-20 at Kalamboli (12.5% Scheme), Navi Mumbai.
- Ref:-
- 1) Your architects application dated.19/11/2007
 - 2) Tripartite Agreement dtd. 06/11/2007
 - 3) Fire NOC vide CIDCO/Fire/KLM/228/2207, dtd. 24/12/2007
 - 4) Approval of Substation location vide letter No.EE/PNL/Tech/s/s/7991, dtd.03/12/2007
 - 5) 50% IDC paid Rs. 18,00,000/- vide Challan No.106396 & 106391, dtd.28/12/2007

Dear Sir,

Please refer to your application for development permission for Residential Building on Plot No.08, Sector-20 at Kalamboli (12.5% Scheme), Navi Mumbai.

The development permission is hereby granted to construct Residential Building on the plot mentioned above.

The commencement certificate as required under section 45 of the Maharashtra Regional and Town Planning Act,1966 is also enclosed herewith for the structures referred above.

The Developer / individual Plot Owner should obtain the proposed finished road edge level from the concerned Nodal Executive Engineer. The Developer/ Plot Owner to ensure that the finished plinth level of the proposed buildings / shops to be minimum 750 mm above the proposed finished road edge level. In case, the building is having still the finished plinth level to be minimum 300 mm. above the road edge level.

The approval for plumbing services i.e. drainage and water supply shall be separately obtained by the applicant from the Executive Engineer , Kalamboli CIDCO prior to the commencement of the construction Work.

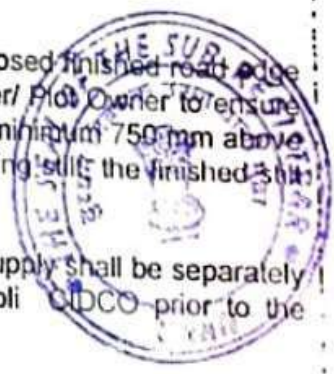
You will ensure that the building materials will not be stacked on the road during the construction period.

Thanking you,

Yours faithfully,

(Handwritten Signature)
15/11/08

(V. Venu Gopal)
Addl. Town Planning Officer
Navi Mumbai & Khopta



उ र ण
१५११ १००८
२० / १३८

CITY & INDUSTRIAL DEVELOPMENT CORPORATION OF MAHARASHTRA LTD.

COMMENCEMENT CERTIFICATE

Permission is hereby granted under section-15 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXIV) of 1966 to M/s. Arihant Universal

Realty Pvt. Ltd.

Plot No. 08 Road No. — Sector 20 Node Kalamboli of

New Mumbai. As per the approved plans and subject to the following conditions for the

development work of the proposed Residential Bldg. (G+H+12) Str.

Total Residential BUA = 4318.00 sq. m.

(Nos. of Residential Units 96 Nos. of Commercial units —)

1. This Certificate is liable to be revoked by the Corporation if :-

- 1(a) The development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the Sanctioned plans.
- 1(b) Any of the conditions subject to which the same is granted or any of the restrictions imposed upon by the Corporation is contravened.
- 1(c) The Managing Director is satisfied that the same is obtained by the applicant through fraud or Misrepresentation and the applicant and/or any person deriving title under him, in such an event shall be deemed to have carried out the development work in contravention of section-43 or 45 of the Maharashtra Regional and Town Planning Act-1966.

2. The applicant shall :

- 2(a) Give a notice to the Corporation for completion of development work upto ground level, atleast 7 days before the commencement of the further work.
- 2(b) Give written notice to the Corporation regarding completion of the work.
- 2(c) Obtain Occupancy Certificate from the Corporation.
- 2(d) Permit authorised officers of the Corporation to enter the building or premises for which the permission has been granted, at any time for the purpose of ensuring the building control Regulations and conditions of this certificate.



The structural design, building materials, installations, electrical installations etc. shall be in accordance with the provision (except for provision in respect of floor area ratio) as prescribed in the National Building Code or and/or G.B.R. - 1975 in force.

The Certificate shall remain valid for period of 1 year from the date of its issue. The revalidation of the same shall be done in accordance with provision of Section-45 of MRTP Act-1966 and as per regulation no.16 (2) of the G.B.C.R. - 1975.

३ २ ७	
९४९	२००८
२२ / ३१	

The conditions of this certificate shall be binding not only on the applicant but also on its successors and/or every person deriving title through or under him

A certified copy of the approved plan shall be exhibited on site

The amount of Rs. 15,000/- deposited with CIDCO as security deposit shall be forfeited either in whole or in part at the absolute discretion of the Corporation for breach of any of the conditions attached to the permission covered by the Commencement Certificate. Such forfeiture shall be without prejudice to any other remedy or right of Corporation.

Every Building shall be provided with under ground and over head water tank. The capacity of the tanks shall be as per norms fixed by CIDCO. In case of high rise buildings under ground and over head water tank shall be provided as per the fire fighting requirements of CIDCO. The applicant shall seek approval of the B.I.(Water Supply) of CIDCO in respect of capacity of domestic water tanks. The applicant shall seek approval of the Fire Officer of CIDCO in respect of capacity of water tanks for the fighting purpose".

You shall approach Executive Engineer, M.S.B.D. for the power requirements, location of transformer, if any, etc.

As per Govt. of Maharashtra memorandum vide No.TBP/4393/150/CA-287/94, U/D 11/RDP, Dated 19th July, 1994 for all buildings following additional conditions shall apply

As soon as the development permission for new construction or re-development is obtained by the Owners/Developer, he shall install a 'Display Board' on the conspicuous place on site indicating following details :-

a) Name and address of the owner/developer, Architect and Contractor.

b) Survey Number/City survey Number, Plot, Number/Sector & Name of Land under reference alongwith description of its boundaries.

c) Order Number and date of grant of development permission or re-development permission issued by the Planning Authority or any other authority.

d) Number of Residential flats/Commercial Units with areas

e) Address where copies of detailed approved plans shall be available for inspection.

f) A notice in the form of an advertisement, giving all the detailed mentioned in (i) above, shall be published in two widely circulated newspapers one of which should be in regional language.



उ र ण	
8137	2000
23 / 31	

11 As per the notification dtd. 14th September 1999 and amendment on 27th August 2003, issued by Ministry of Environment & Forest (MOEF), Govt. of India and as per Circular issued by Urban Development & Forest Deptt., Govt. of Maharashtra, vide No. FAR/102004/160/P.No.27/UD-20, dtd. 27/02/2004, for all Buildings following additional condition shall apply :

The Owners /Developer shall use Fly Ash bricks or blocks or tiles or clay fly ash bricks or cement fly ash bricks or blocks or similar products or a combination of aggregate of them to the extent of 100% (by volume) of the total bricks, blocks & tiles as the case may be in their construction activity.

12 As directed by the Urban Development Deptt. Government of Maharashtra, under Section-154 of MR&TP Act-1966 and vide Provision No. TPB 432001/2133/CR-230/01/UD-11, dated 10/03/2005, for all buildings greater than 300.00 Sq.m. following additional condition of Rain Water Harvesting shall apply.

- a) All the layout open spaces / amenities spaces of Housing Society and new construction / reconstruction / additions on plots having area not less than 300.00 Sq.m. shall have one or more Rain Water Harvesting structures having minimum total capacity as detailed in schedule (enclosed.)
Provided that the authority may approve the Rain Water Harvesting Structures of specifications different from those in Schedule, subject to the minimum capacity of Rain Water Harvesting being ensured in each case.
- b) The owner / society of every building mentioned in the (a) above shall ensure that the Rain Water Harvesting structure is maintained in good repair for storage of water for non potable purposes or recharge of groundwater at all times.
- c) The Authority may impose a levy. of not exceeding Rs. 100/- per annum for every 100 Sq.m. of built up area for the failure of the owner of any building mentioned in the (a) above to provide or to maintain Rain Water Harvesting structures as required under these byelaws.

Ugote
15/11/05

ADDL. TOWN PLANNING OFFICER
Navi Mumbai & Khar



C.C.T.O: ARCHITECT
Designs.

C.C.T.O: Separately to :

- 1 M(TS)
- 2 CUC
- 3 EE(KHR/PNL/CLM/DRON)
- 4 EE(WS)

३२७	
६५४)	२००८
२४ / ३८	



RECEIPT
JAY COMMUNICATION
 STAMP VENDOR - AJAY M. NIKHADE
 License No. 024/2001
 Plot No. 25, UTI Road, Sec. 17,
 Vashi, Navi Mumbai.

Sr. No. 2105 Date 12/12/07
 Name Prudent Universal Realty
 Through P. Veer P. P.

No.	Amt.	Nos.	Total Amt.
28913 to 28918	100	6	60000
TOTAL			60000

Ajay M. Nikhade
 Ajay M. Nikhade

TRUE COPY

ATTESTED BY ME

G. H. Shukla
G. H. SHUKLA
 NOTARY (GR. MUMBAI)

11 JAN 2008

(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

क्रि० ७११०८

सर्वसा. ११३ मंड.

मूळ प्रत
 ORIGINAL COPY

क्रि० ०६
 [अहस्तांतरणीय] ७११०८
 [NON TRANSFERABLE]

Gen 113 m

शासनास केलेल्या प्रदानाची पावती
 RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place..... अशोक नगर, क्रि० हाजूर

Received from..... पाव
 रु./Rs..... (रुपये/Rupess.....)

on account of..... 900 = 00
900 = 00

रोखपाल वा लेखापाल
 Cashier or Accountant.

सह दुय्यम निबंधक
 सह दुय्यम निबंधक



Signature

उ र ण

६५३७ / २००८

२५ / ३८



RECEIPT
JAY COMMUNICATION
 STAMP VENDOR - AJAY M. NIKHADE
 License No. 024/2001
 Plot No. 25, UTI Road, Sec. 17,
 Vashi, Navi Mumbai.

Sr. No. 2105 Date 17/1/08
 Name Future Universal Realty
 Through P. U. E. R. P. U.

No.	Amt	Nos.	Total Amt.
28913 to 28918	100	6	60000
TOTAL			60000

Ajay M. Nikhade

TRUE COPY
 ATTESTED BY ME

G. H. SHUKLA
 NOTARY (GR. MUMBAI)
 11 JAN 2008

(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1) सर्वसा. ११३ मं. Gen 113

मूळ प्रत
 ORIGINAL COPY [NON TRANSFERABLE] 08 01/9105

शासनास केलेल्या प्रदानाची पावती कृष्ण मुखल्या पत्र
 RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place अशोक रोड हाजर

Received from पाव
 रु./Rs. (रुपये/Rupess.)

on account of 900 = 00
900 = 00

रोखपाल वा लेखापाल
 Cashier or Accountant.

(Signature)

उरण

६५३१ / २००८

25 / 36

