

Nº 013980

खानेदारची प्रत / Party Copy



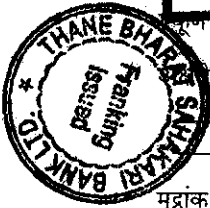
ठाणे भारत सहकारी बँक लि.

शेड्यूल्ड बँक

Thane Bharat Sahakari Bank Ltd.

Schedule Bank

शाखा / Br.	बदर-रिडे	Date	28/3/05
मुद्रांक शुल्क / Stamp Duty	रु./Rs.	₹ 4,800/-	
सेवा आकारणी शुल्क / Service Charges	रु./Rs.	100/-	
No. of Documents			
एकूण / Total	रु./Rs.	₹ 4,900/-	



मुद्रांक शुल्क (ज्याचे पैसे Name of party)	
duty paying party	
पत्ता / Address	
समोरच्या पक्षकाराचे नाव / Name of counter party	28 MAR 2005
व्यवहाराच्या उद्देशाने कारण / Purpose of transaction	EVENING MUMBAI OLG of Sale

धनादेश / पे ऑर्डर ज्या बँकेचा काढला आहे त्या बँकेचे नाव / Name of the Drawee Bank

Bank of India
Ghatkopar (E)

रोखपाल / Cashier अधिकाऱ्याची सही
Authorised signatory
मुद्रांक केलेले दस्तऐवज घेण्यास येताना ही पावती आणणे आवश्यक आहे. / This counterfoil has to be presented at the time of delivery of stamps.



Tuesday, April 26, 2005

4:53:00 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 3439

गावाचे नाव किरोळ

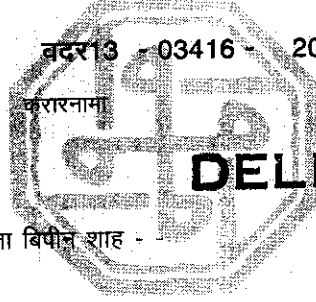
दिनांक 26/04/2005

दस्तऐवजाचा अनुक्रमांक

बदर 13 - 03416 - 2005

दस्ता ऐवजाचा प्रकार

करारनामा



DELIVERED

सादर करणाराचे नाव: स्मीता बिपीन शाह

नोंदणी फी

:- 20250.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),

:- 1500.00

रजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (75)

एकूण

रु.

21750.00

आपणास हा दस्त अंदाजे 5:07PM ह्या वेळेस मिळेल

दुय्यम निबंधक

सह दु.नि.का-कुर्ला 3

बाजार मुल्य: 1833951 रु. मोबदला: 2024000रु.

भरलेले मुद्रांक शुल्क: 84950 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: इंडियन बँक मु 77;

डीडी/धनाकर्ष क्रमांक: 969074; रक्कम: 20250 रु.; दिनांक: 23/03/2005

सह दुय्यम निबंधक कुर्ला क्र. ३,
हंवाई उपनगर जिल्हा.

बदर-१३
 ३०७६/२
 २००५



(Rs. Eighty four thousand nine hundred ~~only~~)

S.B.S.
 Authorised Signatory
 For Thane Bharat Sahakari Bank Ltd.

S.B.S. (w)
 Bus.

ARTICLES OF AGREEMENT made at Mumbai this 18^m day of APRIL 20⁰⁵ between SKYLINE RESIDENCY PRIVATE LTD. a company incorporated and registered under the provisions of the Indian Companies Act, 1956 having its registered office at Acme Compound, Kurla-Kirol Road, Ghatkopar (W), Mumbai 400 086, hereinafter referred to as "THE DEVELOPERS" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the First Part MILLARS INDIA LIMITED (formerly known as "Acme Manufacturing Company Limited" a company incorporated and registered under the provisions of the Indian Companies Act, 1956) having its registered office at Kurla-Kirol Road, Ghatkopar (West), Mumbai 400 086, hereinafter referred to as "THE OWNERS/ CONFIRMING PARTY" (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the Second Part AND ~~Smt.~~ Smt. SMITA BIPIN SHAI

AND Dr. SHRI BIPIN SHAI
 hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof mean include his/her heirs, executors and administrators) of the Third Part.

(w)
 S.B.S.
 Bus

(w)
 S.B.S.
 Bus

Thane Bharat Sahakari Bank Ltd.,
 Ghatkopar Branch, Suffire Archade
 Behind Sonal Sejal Jewellers,
 M.G. Road, Rajawadi, Ghatkopar(E),
 Mumbai-400077.
 D-5/STP(M)/C.R. 1095162105/236-238

शुद्ध 04491
 196207
 SPECIAL ADHESIVE
 MAR 28 2005
 15:45
 REG. 00849501-PB5232
 ZERO ZERO FOUR FOUR FIVE ZERO
 MAHARASHTRA
 STAMP DUTY

बदर-१३
3898 3
२००५

WHEREAS:

1. Originally, Ogale Glass Works Ltd. was granted land bearing Plot No. 24 of Suburban Scheme-I, Kurla-Kirol admeasuring 39.85 sq.yds. equivalent to 33,405 sq. mtrs. or thereabout, now bearing C.T.S. No. 632, 632/1 to 4 at Kurla (hereinafter referred as the said property") on the terms and conditions contained in the Agreement in Form HH dated 10th May 1955.
2. By a Deed of Conveyance dated 1st October 1958 registered in the office of the Sub Registrar of Assurances, Bombay under Serial No. BOM/8364/9958, Ogale Glass Works Ltd. sold, conveyed and transferred the said property to Khandelwal Udyog Limited after receipt of the permission from the Collector, Bombay Suburban District as reflected in his letter bearing No. LGL.2254/48579-P dated 1st November 1954.
3. The said Khandelwal Udyog Limited was also in possession and occupation of Deed bearing C.T.S. No. 227 of Village Kirol. The said land bearing C.T.S. No.632, 632/1 to 4 of Village Kurla and C.T.S. No.227 of Village Kirol is hereinafter referred to as the said property and more particularly described in the schedule hereunder written.
4. The said Khandelwal Udyog Limited was amalgamated with Acme Manufacturing Company Ltd. (as it was then known) being the Owners/Confirming Party herein, by virtue of Order dated 13th August 1976 passed by the Hon'ble High Court of Judicature at Bombay in Company Petition No. 147 of 1975 and as a result thereof, all the assets and properties including the said property, more particularly described in the Schedule hereunder written, stood transferred to and vested in the Owners/Confirming Party herein.
5. The Owners/Confirming Party have deposited the original title deeds in respect of the said property more particularly described in the Schedule hereunder written with Bank of India and Bank of



S.B.S (40)

Bvs

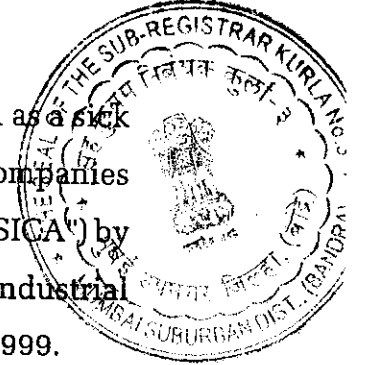
बदर-१३

3295

50

Maharashtra with a view to create equitable mortgage to secure the amount lent and advanced by them to the Owners/ Confirming Party herein.

6. The Owners/Confirming Party herein have been declared as a sick company under the provisions of Sick Industrial Companies (Special Provisions) Act, 1985 (hereinafter referred to as "SICA") by an Order dated 21st September 1999 passed by Board of Industrial and Financial Reconstruction ("BIFR") in Case No. 190 of 1999.
7. The Owners/Confirming Party submitted a Scheme for rehabilitation which has been duly sanctioned by B.I.F.R. by its Order dated 13th July 2001.
8. The said Order dated 13th July 2001, interalia, provides that the Owners/Confirming Party shall constitute an Assets Sale Committee ("ASC") consisting of Director of the Owners/Confirming Party, Special Director of B.I.F.R. and nominee Director of secured creditors for sale/disposal of its assets in a transparent manner.
9. In accordance with the direction issued by the Hon'ble B.I.F.R., the Assets Sale Committee invited offers for development of the said property more particularly described in the Schedule hereunder written.
10. The Assets Sale Committee after evaluating all the offers received by them, interalia, recommended the offer made by the Developers to the Board of Directors of the Owners/Confirming Party for grant of development right in respect of the said property more particularly described in the Schedule hereunder written.
11. The Board of Directors of the Owners/Confirming Party accordingly accepted the offer of the Developers and granted development right in respect of the said property to the Developers.
12. By a Development Agreement dated 30th December 2003 made

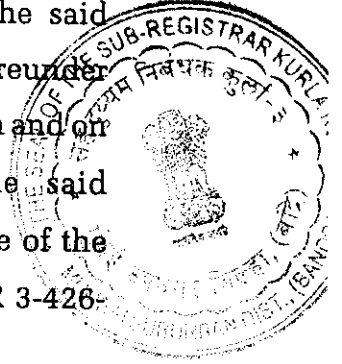


S.B.S (w)
B vs

बदर-१३

३२७६-५

between the Owners/Confirming Party herein (therein referred to as the Owners) of the one Part and the Developers (therein referred to as "the Developers") of the Other Part, the Owners/Confirming Party herein granted development right in respect of the said property more particularly described in the Schedule hereunder written to the Developers herein at or for the consideration and on the terms and conditions contained therein. The said Development Agreement is duly registered with the office of the Sub Registrar of Assurances, Kurla under Serial No. BDR 3-426-2004.



13. By Supplemental Agreements dated 30-01-2004 and 01-03-2004 made between the Owners/Confirming Party and the Developers herein, certain terms and conditions contained in the said Development Agreement dated 30th December 2003 were modified as set out therein.
14. By a Multi-Partite Agreement dated 24th February 2004 made between Bank of India, Bank of Maharashtra, the Owners/Confirming Party herein and the Developers herein, Bank of India as well as Bank of Maharashtra have released the said property to the extent of 50% as more particularly shown in plan annexed to the said Agreement dated 24th February 2004 and permitted the Developers herein to sell the flats and other premises coming to their share in the buildings to be constructed in the released portion, free from mortgage/charge created in favour of Bank of India and Bank of Maharashtra. By the said Agreement dated 24th February 2004, Bank of India and Bank of Maharashtra agreed to release mortgage/charge in respect of the remaining 50% as well as the premises coming to the share of the Owners / Confirming Party upon payment of the balance amount required to be paid by the Owners/ Confirming Party to Bank of India and Bank of Maharashtra in the manner set out in the said Agreement.
15. Subsequently, the Owners have paid the balance amount payable by them to Bank of India as well as Bank of Maharashtra under the

बदर-१३	
३७९६	१

said Agreement dated 24th February 2004 and they have released mortgage/charge in respect of the entire property.

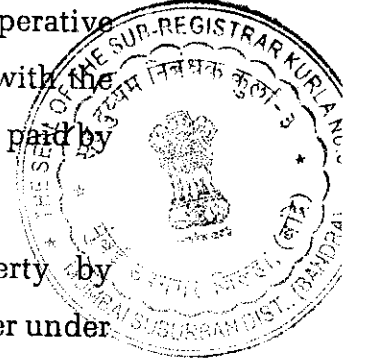
16. The Owners/Confirming Party is not entitled to own immovable property in excess of the ceiling limit as prescribed under the provisions of Urban Land (Ceiling and Regulation) Act, 1976 (hereinafter referred to as "the said Act") without the consent of the Competent Authority under the said Act.
17. By an Order dated 27-1-2004 passed by the Additional Collector and Competent Authority (ULC) Greater Bombay u/s. 8(4) the ULC re-declared that an area admeasuring 4865.38 sq. mts. out of the said property is surplus vacant land in the hands of the Owners/Confirming Party.
18. By an Order dated 31-01-2004 passed by the Additional Collector and Competent Authority (ULC) Greater Bombay Letter of Intent was granted by the Owners to the Confirming Party as contemplated u/s. 22 of the ULC Act for development of the said property alongwith the area that was declared as surplus vacant land.
19. In the meantime Owners/Confirming Party applied to the Municipal Corporation, Greater Bombay for change of user of the said property from Industrial to residential purpose which has been duly granted in accordance with the Provisions of Regulation 57(4)(c) of the D.C. Regulations of Greater Bombay, 1999.
20. One of the terms of the said Sanction letter is that 2.5% amenity admeasuring 889.44 sq. mts., 5% amenity open space admeasuring 1778.87 sq. mts. and 10% additional R.G. admeasuring 3557.74 sq. mts. is required to be kept aside free from encumbrances and is required to be handed over to the Corporation in lieu of TDR.
21. The Owners/Confirming Party applied to the Collector, Bombay Suburban District for re-development of the said property for the residential purpose. By an Order dated 29-11-2003 passed by Collector, Bombay Suburban District granted permission for



S.B.S. (w)
BVS

बदर-१३
३४९/१०
२००५

change of user of the said property from Industrial to residential purpose and also granted permission to re-develop the said property either by themselves or through the Developers however before conveying the said property in favour of Co-operative Society unearned increment income and in accordance with the Government Regulation dated 21-11-1957 is required to be paid by the Owner of Confirming Party.



22. The Developers intend to develop the said property by constructing several buildings thereon in a phased manner under the name of "SKYLINE OASIS". (hereinafter referred to as "the said Complex").
23. The Developers have entered into standard Agreement with M/s. DAISARIA ASSOCIATES, Architects registered with the Council of Architects. The Developers have also appointed M/s. STERLING ENGINEERING CONSULTANTS SERVICES PVT. LTD. as structural engineers for the preparation of the structural designs and drawings of the buildings to be constructed on the said property. The Developers shall avail services of the said Architects and Structural Engineers and/or any other duly qualified Architects and Structural Engineers till the completion of the said Project.
24. The Developers are developing the said property more particularly described in the Schedule hereunder written in a phased manner. At present, the Developers through their Architects have submitted building plan for construction of 6 Building to be known as CAIRO, ALEXANDRIA, CASABLANCA, TRIPOLI, SIWAH and PALMYRA respectively, each comprising of stilt and 13 upper floors which have been duly sanctioned by the Mumbai Municipal Corporation under I.O.D. No. E.B/CE 6247 dated 17-02-2004, I.O.D. No. E.B/CE 6246 dated 25-02-2004, I.O.D. No. E.B/CE 6245 dated 05-03-2004 and also issued C.C.
25. While sanctioning the building plans, the concerned Local

S. B. S. (w)
BVS

बदर-१३	
३२९६	५
२००५	

Authority and/or the Government has laid down certain terms and conditions and stipulations and restrictions which are to be observed and performed by the Owners/Confirming Party as well as the Developers while developing the said property and Developers as well as the Owners/Confirming Party shall observe perform and comply with the same.



26. Copy of the Certificate of Title issued by M/s. PURNANAND & CO. Advocates and Solicitors of the Developers as well as the Property Register Card in respect of the said property showing the nature of title of the Owners/Confirming Party are annexed hereto as Annexure "A" and "B" respectively.
27. The Purchaser has demanded from the Developers and the Developers have given inspection to the Purchaser copies of the documents of title relating to the said property including the said Agreement in Form HH dated 10th May 1955, the Agreement dated 30th December 2003, Supplemental Agreements, Order dated 29-11-2003 passed by the Collector, Mumbai Suburban District, Orders dated 27-01-2004 and 31-01-2004, passed by the State Government/Competent Authority under the U.L.C. Act, plans, designs and specifications prepared by the Architects of the Developers as well as other documents as required under the Maharashtra Ownership Flat (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the Rules made thereunder.
28. As per the said Development Agreement dated 30th December 2003 as modified by the said Supplemental Agreements, the Developers are required to allot certain flats / premises as more particularly set out in the said Agreements.
29. In accordance with the said Agreements, the Owners/Confirming Party are entitled to flats more particularly set out in the Second Schedule hereunder written in Buildings presently being constructed by the Developers while the Developers are entitled to the remaining flats.

S.B.S. (w)
BVS

वदर-१३
 ३२९६/१
 २००६
 S.B.S.
 BVS

30. The Purchaser has approached the Developers for allotment of Flat No. 705 on the 7th floor of the building to be known as CAIRO being constructed by the Developers on the said property.

31. The Developers have agreed to sell to the Purchaser Flat No. 701 on the 7th floor of the building to be known as CAIRO being constructed on the said property and shown on the typical Floor Plan hereto annexed as Annexure "C" by red colour boundary line.

32. Under Section 4 of The Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 (herein referred to as "the said Act") the Developers are required to execute a written agreement for sale of the said Residential flat to the Purchaser being in fact these presents and also to register the said agreement under the Registration Act.



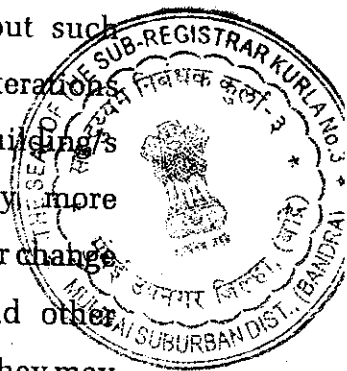
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED, UNDERSTOOD, DECLARED, CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Developers are developing and building a housing project on the said property by constructing building/s in a phased manner under the name of "SKYLINE OASIS" (hereinafter referred as "the said complex").
2. The Developers at present are constructing Buildings to be known as CAIRO / ALEXANDRIA / CASABLANCA / TRIPOLI / SIWAH and PALMYRA respectively in the Complex to be known as "SKYLINE OASIS" in accordance with the plans, specifications and designs approved by Mumbai Municipal Corporation which have been seen and approved by the Purchaser with such variations and modifications as the Developers may consider necessary or as may be required by the concerned authorities or government from time to time PROVIDED THAT the Developers shall obtain prior consent in writing of the Purchaser in respect of

S.B.S.
 BVS

बदर-१३
 ३२९६ ७०
 २००४
 Variation or

such variations or modifications only if such modification adversely affect area of the flat/ premises, which the Purchaser has agreed to purchase and not otherwise. PROVIDED FURTHER that the Developers are entitled to carry out such development and/or additional development and/or alterations and/or additions and/or modifications in the building/s constructed and/or to be constructed on the said property, more particularly described in the schedule hereunder written or change the lay-out or location of the recreation ground and other amenities, facilities and/or the specifications thereof, as they may desire without consulting and/or obtaining any permission from the Purchaser and/or from the society of the purchasers which may be formed as envisaged in this Agreement.



3. The Purchaser hereby agrees to purchase from the Developers and the Developers hereby agree to sell to the Purchaser Flat No. 705 on 7th floor of the building to be known as CAIRO having carpet area of 681 Sq. fts. (which is inclusive of area of balcony and door sills) and bounded by red colour boundary line on the typical floor plan hereto annexed and marked as Annexure "C" (hereinafter referred to as "the said flat") along with ONE ~~open car parking space~~/car parking space under ~~slab~~/podium no. at or for a price of Rs. 2024000/-
 (Rupees TWENTY LAC TWENTY FOUR THOUSAND ONLY —)

SBS
 BV
 SBS
 BV

which includes proportionate price of the common areas and facilities appurtenant to the said flat. The nature, extent and description of the common areas and facilities to be provided by the Developers are set out in Annexure "D" and the list of amenities to be provided in the said flat are set out in Annexure "E" hereto.

SBS
 BV

बदर-१३
329E/77
2004

4. The Purchaser hereby agrees to pay to the Developers the said purchase price of Rs. 202400/- (Rupees TWENTY LAC TWENTY FOUR THOUSAND ONLY) as under:

- (i) a) Rs. - as earnest money / earnest money further payments
b) Rs. - balance payments
c) Rs. - on or before -
- OR / AND
- (ii) a) Rs. 202400/- as earnest money on or before execution of these presents.
b) Rs. 404800/- on completion of plinth work.
c) Rs. 202400/- on completion of 3rd slab.
d) Rs. 202400/- on completion of 7th slab.
e) Rs. 141680/- on completion of 10th slab.
f) Rs. 141680/- on completion of Final slab.
g) Rs. 141680/- on completion of Brick work.
h) Rs. 141680/- on completion of inside plaster.
i) Rs. 141680/- on completion of outside plaster.
j) Rs. 80960/- on completion of the flooring of the said flat.
k) Rs. 80960/- on completion of electrical & plumbing of the said flat.
l) Rs. 141680/- on the notice being given by the Developers that the said flat is ready for Occupation.



The price of the said flat is arrived at on the basis that purchaser do not wish the developer to provide amenities & facilities as set out firstly in Annexure "E" hereto.

5. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, which may have been imposed by the Municipal Corporation of Greater Mumbai at the time of sanctioning the building plans and/or may be imposed at or any time thereafter and obtain occupation Certificate and/or completion Certificates in respect of the said building. Thereafter the said terms, conditions, stipulations and restrictions shall be observed, performed and complied with by the Purchaser.

S. B. S. (w)

बदर-१३
 ३२९६/१२
 २००५

6. The Developers have represented that at present Floor Space Index (FSI) available in respect of the said property more particularly described in the Schedule hereunder written (excluding TDR) is 24948.65 sq. mtrs. and no part of the said property has been utilised by the Developers elsewhere.
7. The Developers have informed the Purchasers and the Purchasers are aware that:-
- (a) The Developers are developing the said property more particularly described in the Schedule hereunder written in a Phased manner;
- (b) The Developers at present are constructing buildings to be known as CAIRO / ALEXANDRIA / CASABLANCA / TRIPOLI / SIWAH / PALMYRA and comprising of stilt and 13 or more upper floors. The Developers in due course of time shall construct further buildings by consuming the entire balance FSI of the said property as well as TDR that may be permitted to be utilised on the said property in accordance with the D.C. Regulations, as amended from time to time.
- (c) The Developers in their absolute discretion will be entitled to change the location, make amendments, additions, alterations etc. in the Lay-Out and/or change location or shape of R.G. and/or Plans of the remaining buildings and the Flat Purchaser hereby give consent to the same. The Flat Purchaser further agrees not to object to such change in the location, amendments, additions, alterations etc. in the construction of the remaining buildings to be carried out by the Developers on any ground whatsoever, including on the ground of obstruction of light, air ventilation, inconvenience or otherwise.
- (d) Area of the said property as per the Property Register Card is 35577.40 sq. mts. The area as per the permission dated

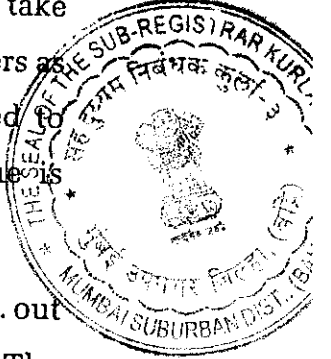


S.B.S. (u)

BVS

बदर-१३
३२९६ / १३
२००४

29-11-2003 by the Collector, Bombay Suburban District is 33405 sq. mts. The Owners/Confirming Party will take necessary steps to correct the said area. The Developers as well as the Owners/Confirming Party will be entitled to develop such remaining area as and when the same is rectified by the Collector, Bombay Suburban District.

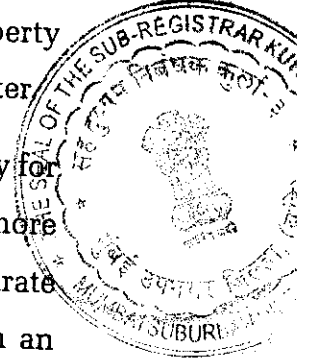


- e) As per the Order dated 27-1-2004 area of 4865.38 sq. mts. out of the said property is surplus vacant land. The Owners/Confirming Party is advised that the surplus area so determined is without considering the total area of the R.G. If such area is taken into consideration the surplus vacant land will be much less. The Owner/Confirming Party are taking necessary steps to correct the area of surplus vacant land and will apply for and obtain necessary permission for development of such surplus vacant land in accordance with section 20 of the ULC Act. As and when such Orders are rectified and/or permission is received the Developers shall develop the said area as part of the said Scheme and the Purchasers/Society will not be entitled to object to the same.
- (f) The Purchaser is aware that as per the conditions enforced by the Corporation while sanctioning the user from Industrial to residential certain area is required to be handed over to the Corporation as additional amenity open space/additional R.G. The Owners will develop the area of amenity open space/additional R.G. in accordance with the Policy of the Corporation and hand over the same or part thereof as may be called upon by the Corporation and will utilise the FSI/TDR that may be permitted by the Corporation in accordance with the Development Control Rules.
- (g) The Developers intend to form a society / limited company only after development of the entire property including

S.B.S. (w)
BVS

बदर-१३	
३०९६	९०
२००५	

T.D.R. permitted to be utilized on the said property, and sale of all the premises therein and will convey the said property in favour of such society / limited company only thereafter.



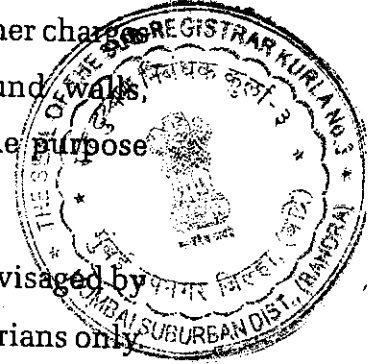
- (h) The Developers at their discretion may form one Society for each Building, and/or separate Societies for one or more Buildings. In the event they decide to form a separate society for each one or more buildings, then in such an event, they will execute Lease of the land beneath such building/buildings and convey the building(s) standing thereon in favour of such Society and convey the common areas and amenities including reversionary interest in respect of the area to be given on lease, (other than area required to be handed over to the Corporation/ Competent Authority) in favour of the federal Society.
- (i) The entire property is being developed as one project and FSI consumed in each building is disproportionate to the area, and as such, it will not be possible to sub-divide the said property and the Purchaser shall not insist upon sub division of the said property.
- (j) The Developers or their nominees or transferees shall, be entitled to put up a hoarding on the said property or on the building or buildings on the said property or any parts of the buildings on the said property and the said hoarding may be illuminated or comprising of neon-sign and for that purpose the Developers are fully authorised to allow temporary or permanent construction or erection or installation either on the terrace or terraces or on the exterior of the said buildings or on the said property as the case may be and the Purchaser agrees not to object or dispute the same.
- (k) The Purchaser along with other purchasers of shops/offices tenements/garages and/or the Society/Limited

S.B.S. (u)

BVS

बदर-१३
३७६/१५
२००६

Company/Association, when formed, shall not charge from the Developers, or their nominee or transferee any amount by way of monthly maintenance charges or any other charges or outgoings for use of such terraces, compound, walks, display or advertisements or hoarding etc. for the purpose mentioned hereinabove.



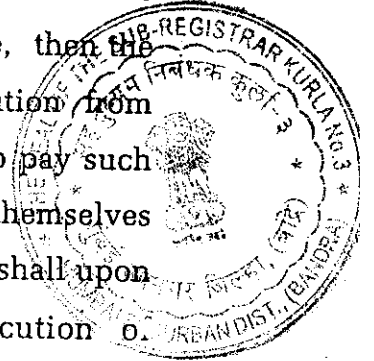
8. The Purchaser is further aware that as per the Scheme envisaged by the Developers the flats in the said Complex is for Vegetarians only. The Purchasers have represented to the Developers that they are strictly Vegetarians and do not cook non-vegetarian food and hereby agree and undertake with the Developer that they will not cook non-vegetarian food in the said flat. The Purchaser further assures that even if they dispose of the said flat they will sell the same only to the vegetarians and will obtain similar Undertaking from such Purchaser. Relying upon the said assurances and Undertaking only, the Developers have agreed to allot the said flat to the Purchasers. This condition is the essence of the contract and in the event the Purchaser commits default without prejudice to the other rights of the Purchaser the Developers will be entitled to terminate this Agreement.
9. The Developers shall be entitled to consume any additional FSI/TDR that may be available in respect of the said property till the registration of the Society and execution of the Conveyance in favour of the Society as provided herein, of the said property more particularly described in the Schedule hereunder written along with the building(s) to be constructed on the said property.
10. The Purchaser is further aware that as part of the further amenities / facilities to the residences of the "SKYLINE OASIS", the Developers propose to construct swimming pool, club house and garden on the podium. The Purchaser shall pay lumpsum amount of Rs. 27600/- towards the Corpus Fund for meeting charges/maintenance expenses of swimming pool, Club house, garden on the podium. The Developers shall invest such amount

(w)
S.B.S.
BVS

S.B.S. (w)
BVS

बदर-१३	
३२७६	७६
२००५	

and utilise the interest income therefrom for maintenance of swimming pool, club house and other common amenities. In case such interest income is not sufficient for maintenance, then the shortfall, if any, shall be met by proportionate contribution from the flat purchasers. In the event the Purchaser fails to pay such amount, the Developers shall be entitled to reimburse themselves of such shortfall in the Corpus Fund. The Developer shall upon completion of the entire development and execution of Conveyance handover the said amount or balance thereof to the Federal society.

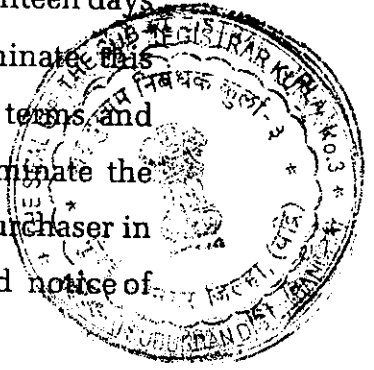


11. It is hereby agreed between the Developers and the Purchasers that the Developers are entitled to amalgamate the said property with any of the adjoining properties at any time and utilise the F.S.I. in respect thereof either by constructing additional stories and/or by constructing new buildings/s on the said property and the Purchasers hereby grants their irrevocable consent to the same.
12. The Purchaser shall pay the consideration as mentioned hereinabove as well as all amounts due and payable by the Purchaser to the Developers as and when the same become due and payable. Without prejudice to the Developers rights to terminate this Agreement as hereinafter provided the Purchaser agrees to pay to the Developers interest at 18% per annum on all the amounts which become due and payable by the Purchaser to the Developers under the terms of this Agreement including the amount of maintenance charges from the date the said amount is payable by the Purchaser to the Developers.
13. On the Purchaser committing default in payment on due date (time being always of essence) of any amount due and payable by the Purchaser to the Developers under this Agreement (including his or her proportionate share of taxes levied by concerned local authority and other outgoings) or the Purchaser committing breach of any of the terms and conditions herein contained, the Developers shall be entitled, at their option, to terminate this Agreement.

S. B. S. (40)

बदर-१३
३४९६/१७
२००५

PROVIDED always that the power of termination herein before contained shall not be exercised by the Developers unless and until the Developers shall have given to the Purchaser fifteen days prior notice in writing of their intention to terminate this Agreement and of the specific breach or 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 the aforesaid notice of fifteen days.



PROVIDED further that upon termination of this Agreement as aforesaid, the Developers shall forfeit the earnest money paid by the Purchaser as liquidated damages and shall refund to the Purchaser balance of the sale price of the flat which may till then have been paid by the Purchaser to the Developers but the Developers shall not be liable to pay to the Purchaser any interest on the amount so refunded or any other amount or compensation on any ground whatsoever and upon termination of this Agreement and refund of the aforesaid amount by the Developers, the Developers shall be at liberty to dispose of and sell the flat to such person and at such price as the Developers may in their absolute discretion think fit.

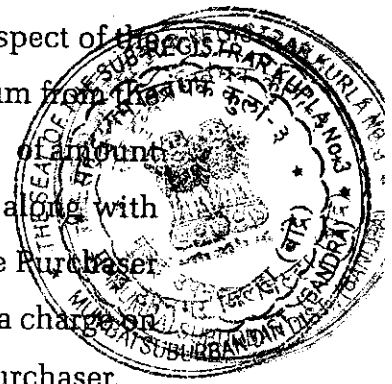
14. The Developers propose to give possession of the said flat to the Purchaser on or before DECEMBER 05 subject however to the availability of steel, cement and other building materials and grant of necessary electric and water connections and also subject to any war, civil commotion or act of God such as earthquake, flood or other natural calamities and also subject to the Government restrictions and/or enemy action, war, strike or any notice order rule notification of the Government and/or other cause beyond the control of the Developers.
15. If the Developers fail or neglect to give possession of the said flat to the Purchaser on account of any of the reasons other than those mentioned above or for any reason beyond their control as per the

(u)
S.B.S.
B U S

S.B.S. (u)
B U S

बदर-१३	
३४९६	१५
२००५	

provisions of section 8 of Maharashtra Ownership Flats Act by the aforesaid date or dates prescribed in section 8 of the said Act, then the Developers shall be liable on demand to refund to the Purchaser the amount already received by them in respect of the said flat along with interest at the rate of 9% per annum from the date the developers received the amount, till the date of amount and interest thereon repaid. Till the entire amount along with interest thereon is refunded by the Developers to the Purchaser the same shall subject to prior encumbrance if any, be a charge on the said flat agreed to be sold by the Developers to the Purchaser.



16. The Purchaser shall take possession of the flat within 7 (seven) days of the Developers giving written notice to the Purchaser intimating that the said flat is ready for use and occupation.
17. Commencing a week after notice in writing is given by the Developers to the Purchasers that the said flat is ready for use and occupation, the Purchasers shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the flat) of outgoing in respect of the said property and the said building/s including local taxes, betterment charges, development charges (by whatever name it is called) or such other levies by the concerned local authority and/or government, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said property and the said building constructed thereon. The Purchaser shall also be liable to bear and pay proportionate share (i.e. in proportion to the floor area of the flat) the maintenance and other outgoing in respect of the recreation ground and all other common areas, amenities and facilities of the said complex, "SKYLINE OASIS". The Purchaser further agrees that till the Purchasers' share is so determined, the Purchaser shall pay to the Developers provisional monthly contribution of Rs. 2760/- towards the aforesaid outgoing. The Purchaser shall pay an

(u)
S.B.S.
BVS

S.B.S. (u)
BVS