Customer's Copy THE KAPOL CO-OP. BANK LTD.

FRANKING DEPOSIT SLIP

Branch: FORM 20343 Date: 23.3.10

Pay to: Acct. Stand Duty Franking Value NO. Rs.36, 27,500 Service Charges Rs. Rs.36,27,500 TOTAL Name & Address of the Stamp duty paying party MISTEINCAS AGENCIES & COMMERCE P 319 ENTACK KOLKATA - 1 Tel. Mobile No. Description of the Document AGREEFOR SALE DO/Cheque No.: Po 7/99 Drawn on Bank or Bank's Use only) Tran ID A254 Rs. PL-546 Rs. Franking Sr. No. Officer Cashier



Customer's Copy					
KAPOL	CO-OP.	BANK	LTD		
	NO STATE		KAPOL CO-OP. BANK		

FRANKING DEPOSIT SLIP

Branch: FORT 20342 Date: 23.3.10

Pay to : Acct. Stamp Duty

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Franking Value	Rs.	
Service Charges	Rs. 10	
TOTAL	Rs. 10	

Name & Address of the Stamp duty paying party TRINCAS AGENCIES

COMMERCE BENTICK KOLKATA - 700 069 (W.

Tel./Mobile No.

Desc. of the Document AGREE FOR SALE

DD/Cheque No.:

Drawn on Bank

(For Bank's Use only)

Tran ID

A254 Rs. PL-546 Rs.

Franking Sr. No.

Officer

36,27,5007-

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AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and entered into at Mumbai this 23rd day of MARCH, 2010 by and between "M/s. SUNSHINE HOUSING & INFRASTRUCTURE PRIVATE LIMITED" (FORMERLY KNOWN AS M/s. SUNSHINE HOUSING DEVELOPMENT PVT. LTD.), a company incorporated and registered under the provisions of the Companies Act, 1956 having its registered office at Sunshine Plaza, 6th Floor, Naigaum Cross Road, Dadar (East), Mumbai - 400 014, hereinafter referred to as the "DEVELOPERS", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors and assigns OF THE ONE PA

AND

AGENCIES MR./MRS./M/s. TRINCAS

PVT. LTD

residing at / having their office at

THE KAPOL CO-OP. BANK FORT BRANCH

37-A, BENTICK STREET,
4th FLOOR, ROOM NO. 403

KOLKATA - 700069

hereinafter referred to as the "PURCHASER", (which expression shall, unless contrary to the context or meaning thereof, mean and include in the case of individuals his/her/their heirs and legal representatives and in case of partnership firm and the Survivor of them and their respective heirs and legal representatives and in the case of a Corporate body, its succession and assigns and in the case of the Trust its trustees for the time being) OF THE OTHER PART;

WHEREAS:

- (a) The Municipal Corporation of Greater Mumbai is the owner of final plot bearing No. 616 of T.P.S-IV of Mahim Division, admeasuring about 22,567 sq. yards situate, being and lying at Senapati Bapat Marg, Dadar (West), in Mumbai City, Pin Code No. - 400 013 in G/N Ward of M.C.G.M.
- (b) Part of the said land originally mentioned as 7,672.44 sq. mts., but on actual measurement found to be admeasuring about 7417.24 sq.mts. more particularly described in the First Schedule hereunder written and shown on the Plan thereof hereto annexed as Annexure "B" by red colour boundary line (hereinafter referred to as the "said larger property"), was encroached by various hutment dwellers/slum dwellers and the same was known as "Shroff Wadi".
- (c) The hotment dwellers/slum dwellers in respect of the said larger property admeasuring 7417.24 sq. mtrs., and more particularly described in the First Schedule hereunder written and agreed to re-develop the same in accordance with the policy of the State Government and Development

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Control Regulations and have formed themselves into a cooperative society viz. Swarajya Sahakari Grihanirman Sanstha (Maryadit) and got it registered the same under the Maharashtra Co-operative Societies Act 1960 under the registration No.BOM/W(GN)/Hsg. 5793 year 1996 – 1997 (hereinafter referred to as "the said Society")

- (d) That in pursuance of a Resolution dated 27th April, 2005, the said society inter alia resolved to grant development rights in respect of the said larger property in favour of the Developers.
- (e) Accordingly by Development Agreement dated 27th April, 2005 made between the said Society and the Developers herein, the said Society granted development rights, in respect of the said larger property, to the Developers herein, on the terms and conditions therein mentioned. However, since the said Development Agreement could not be registered within the stipulated period, a fresh Development Agreement containing identical terms and conditions were executed between the said Society and the Developers on 3rd August 2007, which has been duly registered with the Office of the Sub Registrar of Assurances, Bombay on 04th August 2007 under serial No. BBE3-758-2007.
- (f) The said society through its managing committee executed an Irrevocable General Power of Attorney dated 3rd August 2007 in favour of the developers herein to enable them to develop the said larger property, which has been registered with the office of sub registrar of Assurances, Mumbai on 4th August 2007 under serial No. BBE3-763-2007.
- (g) The Municipal Corporation of Greater Bombay has issued an Annexure II in new format in respect of the said larger

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property vide reference No. AC/GN/5329/Slum dated 20th December 2005.

- (h) The Scheme of Redevelopment of the said larger property, was sanctioned by SRA, who initially granted Letter of Intent dated 15th July, 2005 to the Developers.
- (i) The Developers from time to time submitted modifications to the Scheme sanctioned by the SRA, which were duly approved by the SRA, and have issued fresh LOI dated 7th August, 2006 and commenced construction of rehab components as well as free sale building. Though the area as per earlier LOI was 7672.44 sq.mts. however, on actual measurement the area of the said property was found to be 7417.24 sq.mts. as confirmed by the Collector, Mumbai, by its letter dated 16.10.2008.
- The Developers through their Architect had submitted an (j) application to issue revised LOI with FSI of more than 3.00 and requested SRA / Urban Development Department of State of Maharashtra to allow them to use higher FSI and permit Developers to utilize them at site.
- (k) Developers through their Architect has submitted an Application for revised LOI with higher FSI. SRA issued a revised LOI bearing No,SRA/ENG/1080/GN/ML/LOI dated 29.9.2009 for FSI of 3.105 out of which maximum FSI of 3.00 was permitted to be consumed on the said property and balance FSI of 785.50 sq.mts. is permitted as TDR.
- The Developers have submitted lay out of the said property (1) and divided if into 3 lay out plots being lay out plot "A", "B" and "C" which is duly approved by SRA vide no. /ENG/327/GN/ML/LAY dated 18.4.2009

- (m) In the circumstances, aforesaid, the Developers herein are absolutely entitled to develop the said property.
- (n) Originally the Developers were named as Sunshine Housing Development Pvt. Ltd, however with effect from 4th March 2008, the name of the Developers was changed to Sunshine Housing & Infrastructure Pvt. Ltd. A copy of the "Fresh certificate of Incorporation Consequent Upon Change of Name issued by the Deputy Registrar of Companies Maharashtra, Mumbai is annexed hereto as Annexure "A".
- (o) Layout Plot "A" admeasuring 2527.03 sq.mtrs. or thereabouts more particularly described in the Second Schedule hereunder written and shown on the Plan thereof hereto annexed as Annexure "B" by Green colour wash is meant for Free Sale Building (hereinafter referred to "the said Property").
- (p) Layout Plot "B" admeasuring 3862.79 sq. mtrs or thereabouts more particularly described in the Third Schedule hereunder written and shown on the Plan thereof hereto annexed as Annexure "B" by Yellow colour wash is utilized for construction of Rehab buildings to accommodate Hutment/ Slum Dwellers / PAP.
- (q) Layout Plot "C" admeasuring 1027.42 sq. mtrs or thereabouts more particularly described in the Fourth Schedule hereunder written and shown on the Plan thereof hereto annexed as Annexure "B" by brown colour wash is to be utilized for common access / approach road for the plot "A" and plot "B"
- (r) Developers have carried out and completed the construction of rehab buildings and handed over the possession of the flats/tenements therein to the respective members of Swarajya Sahakari Grihanirman Sanstha

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(Maryadit) in accordance with the Development Agreement dated 25.4.2005 read with 3.8.2007. Though the developers had commenced construction of the said building in accordance with earlier LOI as well as IOA issued by the SRA, in view of the revised LOI dated 29.9.2009 Developers have submitted revised amended plan for construction of Commercial Sale Building No. 4 on layout plot "A" comprising of basement, ground and 40 upper floors of which, premises upto 5th floor are meant for car parking and other building amenities and facilities and offices from the 6th floor onwards. The Slum Rehabilitation Authority has now by IOA bearing No. SRA/ENG/1510/GN/ML/AP dated 1st October, 2009 approved the amended plans of the said proposed Commercial Sale Building No. 4 and issued Commencement Certificate bearing No. SRA/ENG/1510/GN/ML/AP dated 1st October, whereby the Developers are allowed to construct the Sale Commercial Building No. 4 comprising of basement plus ground (stilt) plus 1st to 40th upper floors. The copies of earlier IOA dated 10th July, 2007, revised IOA dated 1st October, 2009 and Commencement Certificate dated 1st October, 2009 are annexed hereto as Annexure "C", "D" & "E", respectively.

(s) Developers have informed the Purchasers that they are carrying out development of the said larger property in accordance with the D.C. Regulations 33(10). Terms of Lease including rent as well as the premium that may be executed by the land owing authority i.e. MCGM shall be in accordance with Scheme approved by State Government and as mentioned in D.C. Regulations.

(t) The Developers intend to form a separate Society/ Limited Company/ Association or any other organization of persons in respect of the building and structures to be constructed

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on the said property more particularly described in the Second Schedule hereunder written.

- (u) In accordance with the said Regulations it is permissible to execute a separate Lease in respect of the rehab component as well as free sale component. Developers shall endure to obtain separate Lease from MCGM in respect of rehab portion and free sale portion after completion of the entire development.
- (v) If on account of any change in the Policy or for any other reasons whatsoever MCGM do not execute a separate Lease in respect of rehab portion and free sale portion then in such an event Developers shall endure to have the Lease executed in favour of the said Society /both the Societies/Apex Society.
- (w) Developers have provided areas for Air handling units (AHUs) as well as passages and lobby for the use of the office area of such floors only and the Purchasers of other floors will not interfere with the exclusive use of such areas by the purchaser of the office premises of such floors.
- (x) Now the fresh revised LOI bearing No. SRA/ENG/1080/GN/ML/LOI dated 29th September, 2009 has been issued by the SRA, whereby FSI of 3.105 is sanctioned and out of which 3.00 shall be allowed to be consumed on the plot, subject to the terms and conditions mentioned therein.
- (y) The Developers have appointed M/s. Raja Aederi, as their Architect and have entered into a standard agreement with them in accordance with the Model Agreement prescribed by the Architects' Association.
- (z) The Developers have also appointed M/s. Sterling Engineering Consultancy Services Pvt. Ltd., as their Structural Consultants. The Developers shall avail of the

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services of said Architect and the structural consultant or such other consultants as they may deem fit till the completion of the said project.

- (aa) The copy of the certificate of title issued by M/s. Purnanand and Company, Advocates and Solicitors of the Developers is annexed hereto and marked as Annexure " F". Property registered card showing title of the M.C.G.M. is annexed hereto as Annexure "G".
- (bb) The Developers have the sole and exclusive right to sell the premises in the said building, being constructed on the said property / to be constructed on the said plot and to enter into agreements with the purchaser of premises in the said building and to receive the sell price in respect thereof.
- (cc) The purchaser has demanded from the developers and the developers have given inspection to the purchaser of all the title documents relating to the said property, the relevant orders and the approved plans, designs and specifications prepared by the Developers, Architects, as specified under the Maharashtra Ownership Flats (Regulation of the Promoters of Construction, Sale, Management and Transfer) Act, 1963 (hereinafter referred as "the said Act") and the rules made thereunder.
- (dd) While sanctioning the said plans, in respect of the Construction on the said property, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developers, while developing the said plot and the said building thereon and upon due observance and performance of which only the completion and occupation certificate in respect of the said building shall be granted by the concerned authority.

(ee) The Purchaser requested the Developers to allot the Office Premises No. 34 on the 3475 - Floor of the

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building known as "SUNSHINE TOWER" to be constructed by the Developers on the said property and more particularly described in the Second Schedule hereunder written having carpet area of 3660 square feet and more particularly shown on the Typical Floor Plan annexed hereto and marked as Annexure "H" and marked thereon by red colour boundary.

- (gg) The purchaser has also requested the Developers to allot <u>5</u> number of Parking spaces in the premises of the building known as "SUNSHINE TOWER" to be constructed on the said property.
- (hh) The Developers, at the request of the Purchaser, has agreed to allot <u>5</u> number of Parking Spaces bearing No. <u>62, 63, 64, &1 & 82</u> in the premises of the Building "SUNSHINE TOWER" and more particularly shown on the floor plan annexed hereto and marked as **Annexure** "H 1".
- (ii) 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 Office Premises in favour of the Purchaser being these presents and shall admit execution for registration of the Agreement under the

Registration Act.

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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 the said property being portion of the said layout property by constructing a business office building to be known as "SUNSHINE TOWER".
- 2. The Developers at present are constructing the Building to be known as "SUNSHINE TOWER" in accordance with the plans specifications and designs approved / that may be approved by Mumbai Municipal Corporation / S.R.A. 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 from the Purchaser in respect of such variations or modifications only if such Variation or modification adversely affect the area of the office premises, which the Purchaser has agreed to purchase and not otherwise. PROVIDED FURTHER that the Developers are entitled to carry out such development to the fullest extend by carrying out such 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 Second 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 purchase the Office Premises No. 34 c admeasuring

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sq. ft. carpet area, bounded by red colour boundary line on the typical floor plan hereto annexed and marked as Annexure "H" (hereinafter referred to as "the said Office Premises") on the 34th floor of the building to be known as "SUNSHINE TOWER" at or for lump sum consideration of Rs. 6,00,00,000 - I- (Rupees Six Crores

which includes the proportionate price of the common areas and facilities appurtenant to the said office premises. Purchasers of the premises on each floor will also be entitled to use exclusively areas for AHU, passages and common lobby on that floor only. The said office premises is shown on the typical floor plan annexed hereto as Annexure "H" by red colour boundary line.

- The Developers hereby agrees to allot to the Purchaser,

 number of Parking Spaces bearing No.

 2, 63, 64, 81 & 82 in the premises of the Building

 "SUNSHINE TOWER" and more particularly shown on the floor
 plan annexed hereto and marked as **Annexure** "H 1".
- 5. The Purchaser hereby agrees to pay to the Developers, the said purchase price of Rs. 6,00,00,000 I-(Rupees SIX CRORES Only) as under:
 - a) 15 % as earnest money against the execution of these presents
 - b) 10% on Completion of Plinth
 - c) 5% on Completion of 5th Slab
 - d) 5% on Completion of 10th Slab
 - e) 5% on Completion of 15th Slab
 - f) 5% on Completion of 20th Slab
 - g) 5% on Completion of 25th Slab

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- h) 5% on Completion of 30th Slab
- i) 5% on Completion of 35th Slab
- j) 5% on Completion of Final Floor Slab
- k) 10% on Starting External Glazing Work
- 10% on Starting Elevator Work
- m) 10% on Starting Air conditioning Work
- n) 5% at the time of offering Possession
- 6. The Developers hereby agree to observe, perform and comply with all the terms, conditions, stipulations and restrictions, which have been imposed by Ministry of Environement, obtain Occupation Certificate and/ or Completion Certificate in respect of the said building.
- 7. Thereafter, the said terms, conditions, stipulations and restrictions shall be observed, performed and complied with by the Purchaser.
- 8. The Developers have represented that at present Floor Space Index (FSI) available in respect of the said larger property more particularly described in the Second Schedule hereunder written (excluding TDR) is 3.00 and no part of the said FSI has been utilised by the Developers elsewhere.
- 9. The Developers have informed the Purchaser and the Purchaser is aware that:-

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(a) The Developers are developing the said property more particularly described in the First Schedule hereunder written in a Phased manner;

The Developers have constructed rehab buildings to accommodate the hutment dwellers/slum dwellers of the said property, on layout plot "B" admeasuring

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3862.79 square meters or thereabouts and more particularly described in the **Third Schedule** hereunder written and shown on the plan hereto annexed by Yellow colour wash and are constructing sale building on the said Property more particularly described in the **Second Schedule** hereunder written.

- (c) The Developers intend to form a separate Society/ Limited Company/ Association in respect of Purchasers of office premises in Building to be known as "SUNSHINE TOWER" being constructed on the said portion of the said property, and more particularly described in the Second Schedule hereunder written.
- (d) The Developers or their nominees or transferees shall be entitled to put up a hoarding on the said property or on the building being constructed on the said property or any part thereof and the said hoarding may be illuminated or comprising of neonsign 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 building or on the said property, as the case may be and the Purchaser agrees not to object or dispute the same.
- (e) The Society/ Limited Company/ Association, that may be formed, alongwith all Purchasers 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 walls, display or advertisements

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or hoarding etc. for the purpose mentioned hereinabove.

- (f) The Developers will have exclusive right to the compulsory open spaces kept around the building and the enclosed car parking spaces, on Podium floors of the building, other than those allotted to the Purchasers, the developers will be entitled to allot remaining car parking spaces to any other office Purchasers in the said building, the Purchaser hereby accepts the right of the Developers to allot such parking space to the other office Purchasers in the said building and the Purchaser herein or other office Purchasers or the Co-operative Society/Limited Company/Association or any Common Organization, which may be formed, will be bound by such exclusive right to use, occupy and possess the Reserved car parking spaces in such open spaces/basement/podium by such Purchaser.
- (g) The Developer has availed the construction finance facilities to the tune of Rs. 60,00,00,000/- (Rupees Sixty Crores Only) from M/s Punjab National Bank, Illaco House Branch, Fort, Mumbai 400001 against the Mortgage of the saleable area in the building to constructed on the said property hypothecation of the construction material. Accordingly, the Developers are required to obtain the NOC from Punjab National Bank, Illaco House, Mumbai, before sale of any portion of saleable area. Further all payments received towards sale of saleable area have to be in the form of cheques / credits in the style of Punjab National Bank, Illaco House, A/c Sunstine Housing & Infrastructure Pvt.

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- 10. The Developers shall be entitled to consume any additional FSI/TDR that may be available in respect of the said larger property till the execution of the lease, in respect of the said property, more particularly described in the **Second Schedule** hereunder written along with the building to be constructed on the said property, as provided herein.
- 11. It is hereby agreed between the Developers and the Purchaser that the Developers are entitled to amalgamate the said property with any of the adjoining properties at any time and utilise F.S.I. in respect thereof either by constructing additional stories and/or by constructing new building/s on the said property and the Purchaser 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' right to terminate this Agreement as hereinafter provided the Purchaser agrees to pay to the Developers interest at the rate of 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 of any amount that may become 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) on their respective due date (time being aways of essence) or the Purchaser committing breach of any of the terms and conditions herein contained, the Developers shall

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be entitled, at their option, to terminate this Agreement. PROVIDED always that the power of termination herein before contained shall not be exercised by the Developers unless the Developers shall have given to the Purchaser fifteen (15) 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 refund to the Purchaser the sale price of the said office premises which may till then have been paid by the Purchaser to the Developers without interest within 30 days till such amount is refunded by the Developers, Purchasers shall have charge over the said premises and the Developers shall not dispose of and sell the said office premises to such person.

- 14. The Developers propose to give possession for fit out purpose of the said office premises to the Purchaser on or before 31/12/2010 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 any order or injunction by Court and/or Government restrictions and/or enemy action, war, strike or any other cause beyond the control of the Developers.
- 15. If the Developers fail or neglect to give possession of the said office premises for fitout purpose 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 provisions of Section 8 of Maharashtra Ownership Flat Act by the aforesaid date or dates prescribed in Section 8 of the said Act, then the

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Purchaser and Developers in mutual consent of each other may extend the said period of handing over of possession of the said office premises for fitout purpose, subject to payment of reasonable compensation by the Developers to the Purchaser, for the said delayed period, however, the said compensation shall not be more than at the rate of 12% per annum, on the amount already paid by the Purchaser to the Developers under these presents, on the delayed period, till the period Developers and Purchaser agree for the same and in the event, the Purchaser and Developers decide to terminate these presents then the Developers shall refund, on demand, to the Purchaser the amount already received by them, in respect of the said office premises along with interest at the rate of 12% per annum from the date the Developers received the amount, till the date of amount and interest thereon repaid and subject to the provisions of Maharashtra Ownership Flat Act.

- 16. The Purchaser shall take possession of the said office premises within 30 (Thirty) days of the Developers giving written notice to the Purchaser intimating that the said office premises is ready for use/fit outs.
- 17. Commencing a week after notice in writing is given by the Developers to the Purchaser that the said office premises is ready for use/fit outs and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area of the office premises) of outgoings in respect of the said portion 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, tepairs and salaries of clerks, bill collectors, chowkidars, sweepers, cost of keeping property clean and lighted, decorating and/or painting the exterior of the building passage and stalroases, also mainterance of common facilities and all other

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expenses necessary and incidental to the management and maintenance of the said portion 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 office premises) the maintenance and other outgoings in respect of the recreation ground and all other common areas. amenities and facilities of the said complex. The Purchaser further agrees that till the Purchasers' share is so determined, the Purchaser shall pay to the Developers provisional quarterly contribution of Rs. 6.00.000 Iaggregating to Rs. 24,00,000/-. The Purchaser shall pay such provisional contribution quarterly on or before 5th day of each and every quarter in advance and shall not withhold the same for any reason whatsoever. The Developers shall be entitled to utilise such amount for the aforesaid purposes in the manner they deem fit and proper.

- 18. The Purchaser shall use the said office for commercial purpose and use car parking space for the purpose of parking their own vehicle/s and shall not be used for any purpose other than permitted by local authorities.
- 19. The service area provided for various utility services shall be used for such purpose only.
- 20. If in accordance with the provisions of Maharashtra Ownership Flat Act, the Purchaser brings to the notice of the Developers any defect in the office premises or the building in which the office premises is situated quality of the workmanship or the material used therein, then such defect shall be rectified by the Developers at their own cost. However, if the Purchaser carries out any alteration or addition or change in the said premises and/or in the said building without obtaining prior written permission of the Developers and/or of the concerned authorities wherever required then, in that case the liability of the Developers

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shall come to an end and the Purchaser alone shall be responsible to rectify such defect or change at his own cost.

- It is hereby specifically agreed by the Purchaser that he will 21. not change the exterior of the building or the colour scheme of the building. This condition is the essence of the contract and only upon the Purchaser agreeing to the said condition, the Developers have agreed to sell the said office premises. It has been further agreed that in the event of purchaser committing default in observing any of the conditions herein, then the Developers shall give notice to the Purchaser calling upon the Purchaser to rectify the said default within 30 (thirty) days from the date of receipt of the said notice and in the event, the Purchaser fails to rectify the said default within the said notice period of 30 (thirty) days then the Developers shall be entitled to terminate the agreement and the Developers/Society/ Limited Company/ Association shall be entitled to remove the unauthorized change carried out by the Purchaser and restore the exterior to its Original conditions at the cost of the Purchaser and recover all the expenses incurred by them along with interest @ 8% p.a. The Developers/Society/ Limited Company/ Association shall not be liable or responsible for any loss or damages that may be suffered by the purchaser.
- 22. The Purchaser shall ensure while, carrying out any work in the said office premises that the water proofing treatment given by the Developers in the toilet and other portions is not damaged. If while carrying out the work, the water proof base coat is damaged or any defect is occurred and as a result thereof water is leaked into the office premises below the Purchaser's said office premises and/or in any other office premises then the purchaser alone shall be responsible to rectify such defects at his own cost immediately after receiving communication from the Developers and/or from the Purchaser of the office premises in whose office premises there is leakage. If the Purchaser fails to carry out the said work within a period of 7 days from the date of receiving

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communication about the leakage, the Developers and/or purchaser of the office premises in whose office premises there is leakage shall be entitled to enter the said office premises of the Purchaser and rectify the defect entirely at the costs of the Purchaser.

- 23. The Purchaser shall pay/deposit with the Developers the following amounts:
 - a] Rs. <u>600</u>/- for the Entrance Fee and Share Application money.
 - b] Rs. <u>10,000</u>l- for Legal charges for preparation of these Agreement.
 - c] Rs. 10,000/- for formation charges of Organization of Purchasers and execution of lease.
 - d] Rs. As Applicable for BEST/ Electrical Meter charges, Deposit and other charges.
 - e] Rs. 24,00,000 /- towards security deposit payment for maintenance charges, Property Taxes and other outgoings.
 - f] Rs. 2,62,400 /- towards Development Charges.
- 24. The Developers shall utilize the sum collected vide clause No. 22(c) paid by the Purchaser to the Developers for meeting all legal costs, charges, and expenses, including professional costs of the Attorneys-at-law/Advocates of the Developers in connection with formation of the said Society/ Limited Company/ Association or a limited company as the case may be, preparing rules, regulations and bye-laws and the costs of preparing and engrossing the Lease Deed.
- 25. At the time of execution of the Lease, the Purchaser shall pay to the Developers their share of stamp duty and registration charges payable, if any, by the Society/Limited Company/ Association on the Deed of Lease or any document or instrument

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of transfer in respect of the said property and building/s being constructed on the said property, in favour of the Society/Limited Company/ Association.

- 26. The amounts so paid by the Purchaser to the Developers shall not carry any interest. The Developer will maintain separate Account for the same and shall be utilised by the Developers for any of the purposes for which these amounts have been received. At the time of handing over the management of the said building to ad-hoc committee and/or to the Society/ Limited Company/ Association, the Developers shall pay the balance, if any, of the said amounts to such ad-hoc committee and/or to the Society/ Limited Company/ Association after adjusting the amounts, if any, to be received by the Developers from the Purchaser.
- 27. In the event of the Society being formed and registered before the sale and disposal, by the Developers, of all the premises in the said building and before completion of entire project, then the power and authority of the society so formed of the Purchaser and other Purchasers shall be subject to the overall authority and control of the Developers on all the construction and completion activities of the said building and the said project and all amenities appertaining to the same and in particular the Developers shall have absolute authority and control as regards to the unsold premises / parking spaces and all other premises and areas and the disposal thereof, subject to the provisions of Maharashtra Ownership Flat Act.
- 28. The Developers shall take all reasonable steps and actions so that MCGM executes the lease deed in favour of the Society/Limited Company/Association formed by Developers alongwith Purchasers of office premises of the said building after the completion of the building.



- 29. It is further agreed between the Developers and the Purchaser that if at the time of handing over charge of the management of the said building to committee or ad-hoc committee of the Society/ Limited Company/ Association, any IOA deposits and any other deposits paid by the Developers in respect of the said building are not received by the Developers then the said amount shall be adjusted by the Developers, out of the amounts, if any, payable by the Developers to such ad-hoc committee and/or Society/ Limited Company/ Association. In case of there being any shortfall, such shortfall shall be paid by the Purchaser/s to the Developers.
- 30. If any time further construction is carried on, as herein before provided, by the Developers, then they shall be entitled to sell Office Premises in such further construction on Ownership basis to others for their own benefit and shall be entitled to the price and consideration received from them for their own use and benefit. The said Office premises Purchaser and the said Society/Limited Company/ Association will not have any share, right, title, interest or claim therein. The Society/Limited Company/Association shall admit the said Purchaser of such new and/or additional construction as members in the Society/Limited Company/Association without charging any fees, transfer fees or consideration except normal admission fee and share money like other office premises purchasers.
- 31. The Purchaser with intention to bind and bring in all persons into whosoever hands the said office premises may come, doth hereby covenants with the Developers as follows:
 - own cost in good tenantable repair and condition from the date the possession of the said office premises is taken and shall not do or suffered to be done anything in or to the building in which the said office

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premises is situated which may be against the rules, regulations or bye-laws of concerned local or any other authority or change, alter or make additions in or to the building in which the said office premises is situated and in the said office premises itself or any part thereof.

- (b) To carry at his own cost all internal repairs to the said office premises and maintain the said office premises in the condition, state and order in which it was delivered by the Developers to the Purchaser and shall not do or suffer to be done anything in or to the building in which the said office premises is situated or the office premises which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority.
- (c) To bear and pay lease rent, local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of any change including user of the said office premises by the Purchaser viz. user for any purposes other than for residential purpose.

(d) To maintain internal road and to use the internal roads and path-ways alongwith members of the existing Society/Limited Company/ Association.

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- The Purchaser shall observe and perform all the rules (e) and regulations, which the Society/ Limited Company/ Association may adopt at its inception and the additions, alterations or amendments thereof that may be made, from time to time, for protection and maintenance of the said building and the said office premises therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society/ Company/ Association regarding occupation and use of the said office premises and the common areas and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.
- (f) The Purchaser hereby agrees that in the event any amount by way of deposit or premium or betterment charges or development charges or any tax, VAT, Service Tax, Sales Tax, Surcharge, Cess or levies of payment of any nature becoming payable to the Municipal Corporation, State Government, Central Government, Collector or to any other authority in respect of development of the said property as more particularly described in the Second Schedule hereunder written or in respect of the said building other buildings constructed and/or being and constructed thereon and the premises therein and the same shall be reimbursed to the Developers in proportion to the area of the said office premises agreed to be purchased by the Purchaser bears to the area of the said building and/or buildings and in

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determining such amount the decision of the Developers shall be conclusive and binding upon the Purchaser.

- (g) The Purchaser shall, permit the Developers and their surveyors and agents with or without workmen, to observe from the safety point of view, at all reasonable times, to enter into and upon the said property and the said buildings and the said office premises or any part thereof to view and examine the state and condition thereof and to carry out any construction or repair work on any part of the said building of the said Office premises for proper maintenance or continuation of the facilities and amenities provided therein and other conveniences belonging to or serving or used for the said building and also for laying down, maintaining, repairing and testing drainage and water pipes and electric wires or similar purposes, till the execution of the lease, in respect of the said property.
- (h) Not to demolish or cause to be demolished the said office premises or any part thereof, nor at any time make or cause to be made any addition or alterations, of whatever nature in or to the premises or any part thereof, nor any alterations in the elevation and outside colour scheme of the building in which the office premises is situated and shall keep the portion, sewers, drains, pipes in the said office premises and appurtenances thereto good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the building in which the said office premises is situated and shall not chisel or in any other manner damage columns,

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members in the said office premises without the prior written permission of the Developers and/or the Society/ Limited Company/ Association.

- (i) Not to do or permit to be done any act or thing which may render void or voidable any Insurance of the said property and the building in which the said office premises is situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance.
- (j) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said office premises in the compound or any portion of the said property and the building in which the said office premises is situated.
- The Purchaser can transfer or assign, give on leave (k) and licence, caretaker, or tenancy basis or induct any person/s into or part with the said premises and/or the Purchaser's right, interest or benefit under this Agreement or part with the possession of the said office premises, after taking the prior written consent of the Developers and which permission shall not be unreasonably withheld/ denied. The Developers shall normally grant such consent to the Purchaser except the Purchaser has not paid entire consideration or has committed any breach or violation of any of the terms. conditions, covenants, stipulations provisions of this Agreement. Such consent shall be swillet to the terms and conditions imposed and stipulated by the Developers in this regard, and/or as may be specified by the Developers and payment in full of all amounts, dues and charges payable by the Purchaser to the Developers under this Agreement.

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- (I) Not to do or cause to be done any act or thing which may render void or voidable any insurance of the said building or any part thereof or cause any increase in premium to be paid in respect thereof.
- (m) Not to refuse or neglect to carry out any work directed to be executed in the said building or in the said Office premises after he/she/they had taken possession thereof, by a competent authority, or require or hold the Developers liable for execution of such works.
- (n) Not to encroach upon or make use of any portion of the said building or open space of the compound not agreed to be acquired by him or otherwise forming part of the said office premises.
- (o) Not to stock or keep any material, object or any other item in the open space of compound.
- (p) Observe, perform and comply with all the bye-laws, rules and regulations of the said Co-operative Society/Limited Company/Association;
- (q) Not to fix grills from outside of window or at any place which affects the elevation of the said Building in any manner whatsoever.

Not to fix air conditioners at place other than earmarked for fixing such Unit/s for at any other place which affects the elevation of the said building in any

manner whatsoever.

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- (s) Not to shift/change place of toilets which affects drainage system of the said building in any manner whatsoever.
- (t) To ensure the operation and maintenance of the assets to be handed over by the Developers to the Society in accordance with the letter bearing No. 21-83/2006-IA-III dated 30/11/2006 issued by the Government of India, Ministry of Environment and Forest (IA Division) to the Developers herein.
- 32. Purchaser also agrees to the following conditions:
 - a) Before carrying out the interior works in the said office premises the Purchaser should give Developers in writing, the details of the nature of interior works to be carried out and take Developers' written permission for the same.
 - b) The Developers will have right to inspect and satisfy about the nature of interior works during the course of execution of the said works and thereafter. If after such inspection Developers find that the nature of such works will be harmful to the building or to the Purchaser/s of other office premises, then Developers will have the right to stop such interior works.
 - c) The Purchaser will ensure that while carrying out the said interior works, the debris will be dumped in an area earmarked by Developers or their Contractor for the same and the same will be cleared by the Purchaser on a daily basis and this should at no cost cause any nuisance or annoyance to the other Purchasers of the office premises. All costs and

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consequences in this regard will be to the account of Purchaser.

- d) The Purchaser will ensure that the contractors and workers engaged by Purchaser during execution of the said internal work do not dump any waste material of whatsoever nature either in the toilet, waste water line or sewerage line, which may block the free flow of down take waste water, thus resulting in perennial choking and leakage.
- e) All materials brought to the said office premises /site for carrying out such interior works will be at the sole cost, safety, security and consequences of Purchaser and that Developers will not be held responsible for the same.
- f) If during carrying out of such interior works any workmen sustain injury of whatsoever nature, the same will be properly taken care, attended to and treated by Purchaser by providing at his own cost, including proper medical care and attention and that Developers will not be held responsible for the same.

 All liabilities and damages arising out of such injury will be borne and paid by Purchaser alone.
- g) If during carrying out of such interior works, if any of Purchaser's workmen misbehave or is found to be in a drunken state then the said workmen will be removed from the site forthwith and will not be allowed to re-enter the site again.

The Purchaser must extend full co-operation to Developers and contractors of Developers and endure good governance of such works

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- i) The Purchaser must ensure that common passages/ walkways are not obstructed or damaged during the course of carrying out such works of thereafter forever.
- 33. Name of the said building for ever shall be known as "SUNSHINE TOWER". The Purchaser shall not be entitled to change the name of the building.
- 34. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the said office premises or of the said building or the said property or any part hereof. The Purchaser shall have no claim of any nature whatsoever save and except in respect of the said office premises hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, lifts, recreation grounds, etc. will remain the property of the Developers until the said property and the said building is transferred to the Society/ Limited Company/ Association subject to the rights of the Developers and in the manner as contemplated in this agreement.
- 35. The Developers propose to avail of financial assistance from banks, institutions and other persons against security of the said property and/or the construction thereon including the said building. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser under this Agreement in respect of the said office premises, the Developers shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens or encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, title, privileges, and/or claims including development rights in respect of the said property and/or the construction thereon or any part or parts thereof, including the

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said building other than the said office premises without any notice to the Purchaser and the Purchaser has given and granted his specific, full, free, unqualified and irrevocable consent to the Developers to do so. The Developers undertake to clear the aforesaid encumbrances, if any, prior to the execution and registration of the Lease Deed of and the Developers shall indemnify and keep the Purchaser fully indemnified against all claims of any nature whatsoever that may be made against the Purchaser by virtue of any encumbrances created as aforesaid.

- 36. Any delay tolerated or indulgence shown by the Developers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Developers shall not be construed as a waiver on the part of the Developers 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 Developers.
- 37. The Developers shall be at liberty to sell assign or otherwise deal with or dispose of their right, title and interest in the said property or any part thereof. PROVIDED that the Developers do not in any way affect or prejudice the right hereby granted in favour of the Purchaser.
- 38. The Purchaser shall present this Agreement for registration within the time prescribed by the Registration Act and intimate the Developers the serial number under which the same is lodged for Registration and thereafter the Developers shall within the time limit prescribed by the Registration Act attend such office and admit execution thereof.
- 39. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES HERETO that the terrace space in front of or adjacent to the terrace office premises and/or any other office premises in the said building, if any, shall belong exclusively

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to the respective purchaser of the respective office premises and such terrace spaces are intended for the exclusive use of the such purchaser. The Purchaser shall not be entitled to enclose such terrace.

- 40. The Developers may complete any wing, part, portion or floor of the said building and obtain part Occupation Certificate and give possession of Office premises therein to the purchaser of such Office premises and the Purchaser/s herein shall not be entitled to raise any objection thereto. If the Purchaser/s takes possession of the Office premises in such partly completed wing, part or portion of the floor and the Developers or their agents or contractors shall carry on the remaining work with the Purchaser occupying his/her/their Office premises, the Purchaser shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them.
- 41. If the building or any part thereof gets demolished and/or gets damaged on account of any act of God including earthquake, floods, riots or any other natural calamity, act of enemy, terrorist attack, war or other causes beyond the control of the Developers, such losses and damages incurred to the structure will be fully sustained by the Purchaser along with the other Purchasers and the Developers shall not be responsible for such loss/damage. The Purchaser shall have to make good the loss so sustained by them.
- 42. All notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served, if sent to the Purchaser, by registered post / AcD. or under the

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certificate of posting or by courier service at his/her address specified below:

37-A, BENTICK STREET
4th FLOOR, ROOM NO 403
KOLKATA - 700069

- 43. This Agreement shall always be subject to the provisions of the Maharashtra Ownership Flat Act (Regulation of Promotion of Construction, Sale, Management and Transfer) Act, 1963 and the rules made there under.
- 44. All costs, charges and expenses in connection with the formation & registration of a co-operative housing Society/ Limited Company/ Association as well as the costs of the preparing, engrossing the lease, stamp and registration charges thereof and all other agreements, assignment deed, transfer deed or any other documents required to be executed by the Developers as well as the entire professional fees of M/s. Purnanand & Co., the Attorney of the Developers for preparing and approving all, such documents shall be borne and paid by the Society/ Limited Company/ Association or proportionately by all the Purchasers of office premises in the said building. The stamp duty and registration charges incidental to this Agreement shall also be borne and paid by the Purchasers of the Purchaser of such cost, charges and expenses shall be paid by him/her immediately on demand.

The PAN Numbers The Parties hereto are as under :

Sr. No. Name of the Party

PAN No.

 Sunshine Housing & Infractructure Pvt. Ltd.

AAHCS9380H

2) TRINCAS AGENCIES & COMMERCE
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IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands to this writing the day and the year hereinabove written.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Total Plot)

All that pieces and parcels of land admeasuring 7417.24 square meters, bearing Final Plot No. 616 (part) of TPS IV of Mahim Division situate, lying and being at Senapati Bapat Marg, Dadar (West), Mumbai-400 013 Known as "Shroff Wadi" in the District and sub-district of Mumbai, assessed by Municipal Corporation of Greater Mumbai, under Assessment No. GN-3499 (8), (8A), (8B) and (8C) and bounded as under:-

On or Toward South By: F.P.No.616 (Part), TPS-IV of Mahim

Division

On or Toward North By: F.P.No.617, TPS-IV of Mahim Division

On or Toward East By : Western Railway

On or Toward West By: Kamgar Krida Kendra

THE SECOND SCHEDULE ABOVE REFERRED TO

(Sale Area Sub Plot A)

All that pieces and parcels of land admeasuring 2527.03 sq. mtrs. out of 7417.24 square meters, described in the First Schedule hereinabove, bearing Final Plot No. 616 (part) of TPS IV of Mahim Division situate, lying and being at Senapati Bapat Marg, Dadar(West), Mumbai-400 013 Known as "Shroff Wadi" in the District and sub-district of Mumbai, assessed by Municipal Corporation of Greater Mumbai, under Assessment No. GN-3499 (8C) and bounded as under:-

On or Toward South By F.P.No. 616 (Part), TPS- IV of

Mahim Division

On or Toward Moth By : F.P.No.617, TPS-IV of Mahim Division

On or Toward East By Western Railway

On or Toward West By . Kamgar Krida Kendra

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THE THIRD SCHEDULE ABOVE REFERRED TO:

(Rehab Area Sub Plot - B)

All that pieces and parcels of land admeasuring 3862.79 sq. mtrs out of larger property and more particularly described in the First Schedule hereinabove, bearing Final Plot No. 616 (part) of TPS IV of Mahim Division situate, lying and being at Senapati Bapat Marg, Dadar (West), Mumbai-400 013 Known as "Shroff Wadi" in the District and sub-district of Mumbai, assessed by Municipal Corporation of Greater Mumbai, under Assessment No. GN-3499 (8), (8A) & (8B) and bounded as under:-

On or Toward South By: F.P.No.616 (Part), TPS-IV of

Mahim Division

On or Toward North By: F.P.No.617, TPS-IV of Mahim Division

On or Toward East By : Western Railway

On or Toward West By : Kamgar Krida Kendra

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Access Sub Plot - C)

All that pieces and parcels of land admeasuring 1027.42 sq. mtrs. out of larger property and more particularly described in the First Schedule hereinabove, bearing Final Plot No. 616 (part) of TPS IV of Mahim Division situate, lying and being at Senapati Bapat Marg, Dadar(West), Mumbai-400 013 Known as "Shroff Wadi" in the District and sub-district of Mumbai and bounded as under:-

On or Toward South By Kamgar Krida Kendra

On or Toward North By : F.P.No.617, TPS-IV of Mahim Division

On or Toward East By : Western Railway

On or Toward West By : Senapati Bapat Road &

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SIGNED SEALED AND DELIVERED] For Sunshine Housing & Infrastructure Pvt. Ltd.
by the withinnamed "The Developers"	1 Mulm
M/s. SUNSHINE HOUSING &	Director
INFRASTRUCTURE PRIVATE LIMITE	D]
in the presence of	
1. Andani 2. Anathur	
2. Phwadhum	1
SIGNED SEALED AND DELIVERED by	Por TRINCAS AGENCIES & COMMERCE PVT. LTD.
the withinnamed "The Purchaser"	Director / Auth. Signatory
MIS. TRINCAS AGENCIES &	_1
COMMERCE PUT. LID	
in the presence of]
1. Dendam 2. Padadham	1
2. Paradhum	1
RECEIVED of and from the withinnamed	d]
Purchaser a sum of Rs. 20,00,000	/-]
Rupees TWENTY LACS ONLY	_]
in cash/by Cheque being the amount	
of earnest money paid by the Purchaser to us	
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	बबई-२ 20/34
	2090
- CERTIFICATION OF THE PROPERTY OF THE PROPERT	

ANNEXURE "A"

भारत सरकार-कॉर्पोरेट कार्य मंत्रालय कम्पनी रजिस्ट्रार कार्यालय, महाराष्ट्र, मुंबई..

नाम परिवर्तन के पश्चात नया निगमन प्रमाण-पत्र

कॉर्पोरेट पहचान संख्या : U24110MH1993PTC073592

मेसर्स SUNSHINE HOUSING DEVELOPMENT PVT. LTD

के मामले मे, में एतदहारा सत्यापित करता हूँ कि मैसर्स SUNSHINE HOUSING DEVELOPMENT PVT. LTD

जो मूल रूप में दिनांक तेईस अगस्त उन्नीस सौ तिरानवे को कम्पनी अधिनियम, 1958 (1958 का 1) के अतंर्गत मैसर्स SUNSHINE HOUSING DEVELOPMENT PVT. LTD

के रूप में निगमित की गई थी, ने कम्पनी अधिनियम, 1958 की धारा 21 की शतों के अनुसार विधियत आवश्यक विनिश्चय पारित करके तथा लिखित रूप में यह सूचित करके की उसे भारत का अनुमोदन, कम्पनी अधिनियम, 1958 की धारा 21 के साथ पठित, भारत सरकार, कम्पनी कार्य विभाग, मई दिल्ली की अधिसूचना सं. सा. का. नि 507 (अ) दिनांक 24.8.1985 एस आर. एन. A32013013 दिनांक 04/03/2008 के द्वारा प्राप्त हो गया है, उक्त कम्पनी का नाम आज परिवर्तित रूप में मैसर्स SUNSHINE HOUSING & INFRASTRUCTURE PRIVATE LIMITED

हो गया है और यह प्रमाण-पन्न, कथित अधिनियम की धारा 23(1) के अनुसरण में जारी किया जाता है।

यह प्रमाण-पत्र, मेरे हस्ताक्षर द्वारा मुंबई में आज दिनांक चार मार्च दो हजार आठ को जारी किया जाता है।

GOVERNMENT OF INDIA - MINISTRY OF CORPORATE AFFAIRS Registrar of Companies, Maharashtra, Mumbai

Fresh Certificate of Incorporation Consequent upon Change of Name

Corporate Identity Number: U24110MH1993PTC073592

In the matter of M/s SUNSHINE HOUSING DEVELOPMENT PVT. LTD

I hereby certify that SUNSHINE HOUSING DEVELOPMENT PVT. LTD which was originally incorporated on Twenty Third day of August Nineteen Hundred Ninety Three under the Companies Act, 1956 (No. 1 of 1956) as SUNSHINE HOUSING DEVELOPMENT PVT. LTD having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A32013013 dated 04/03/2008 the name of the said company is this day changed to SUNSHINE HOUSING & INFRASTRUCTURE PRIVATE LIMITED and this pursuant to Section 23(1) of the said Act.

unbal this Fourth day of March Two Thousand Eight.

(SHRIKAM MOTIRAM SAINDANE)

रजिस्ट्रार / Deputy Registrar of Companies

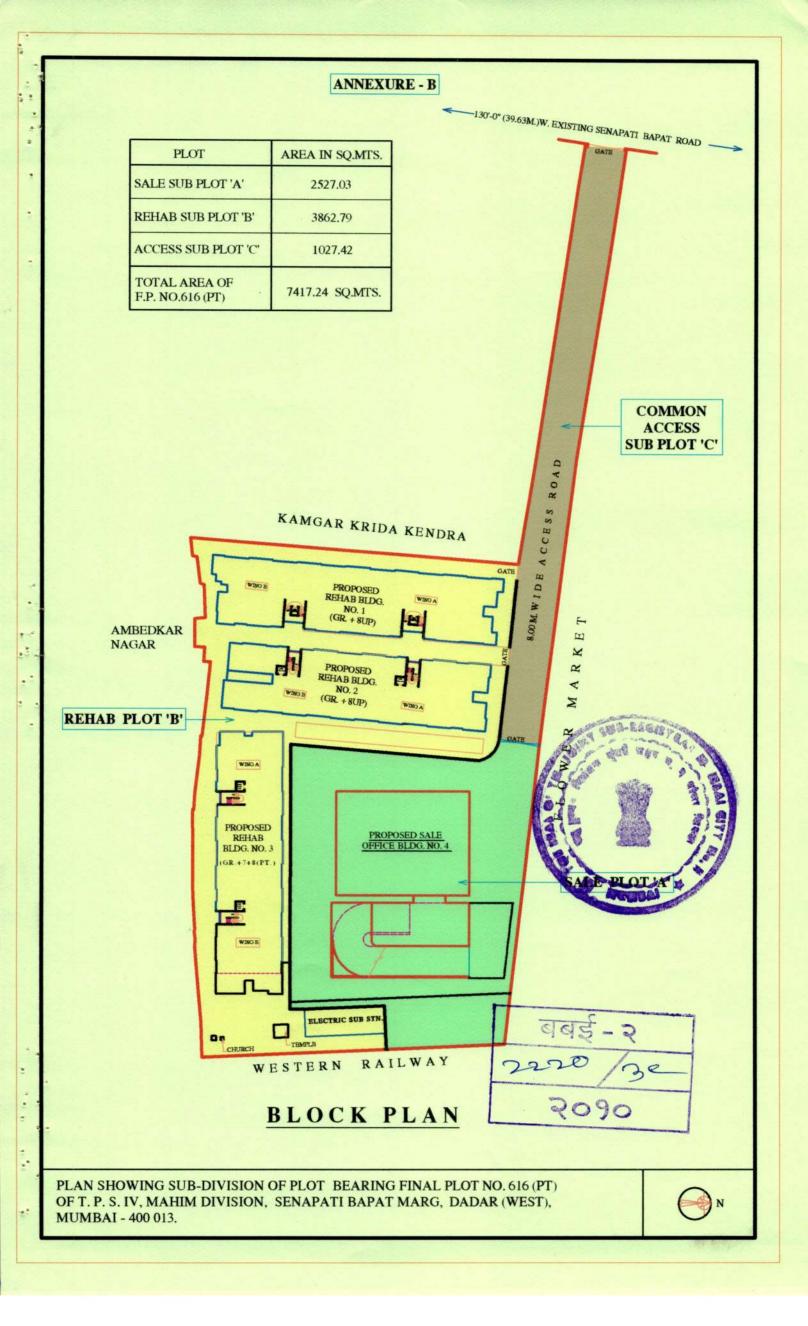
महाराष्ट्र, मुंबई

Maharashtra, Mumbai

कम्पनी रजिरद्रार के कार्यालय अभिलेख में उपलब्ध पत्राचार का Mailing Address as per record available in Registrar of Companies office:

SUNSHINE HOUSING & INFRASTRUCTURE PRIVATE LIMITED 402, ROYAL APARTMENT, 4TH FLOOR,, BHAUDAJI EXTENSION ROAD, NEAR SIGN HOSP, SION (W), MUMBAL - 400022.

Maharashtra, INDIA



Thursday, March 25, 2010

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Original नोंदणी 39 म. Regn. 39 M

पावती क्र.: 2227

गावाचे नाव लोअर परेल

दिनांक 25/03/2010

दस्तऐवजाचा अनुक्रमांक

- 02220 2010

दस्ता ऐवजाचा प्रकार

करारनामा

वबड्2

सादर करणाराचे नाव:मे/- ट्रिनकास एजेन्सीस अँड कॉमर्स प्रा लि तर्फे संचालक श्री अतुल भराणी . .

नोंदणी फी

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

1800.00

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी (90)

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31800.00

आपणास हा दस्त अंदाजे 1:19PM ह्या वेळेस मिळेल

दुय्यम निंबधक

मुंबई शहर 2 (वरळी)

बाजार मुल्यः 72539000 रु. मोबदलाः 60000000रु.

भरलेले मुद्रांक शुल्क: 3627500 रु.

सह दुय्यम निबंधक

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे; बॅकेचे नाव व पत्ता: प्रोग्रेसिव्ह को ऑ बैंक

मुंबई शहर क्र. २

डीडी/धनाकर्ष क्रमांक: 016187; रक्कम: 30000 रू.; दिनांक: 22/03/2010