

AGREEMENT FOR SALE

Vasant Lawns
space for mind, body and soul

Eastern Express Highway, Thane (W).



SHETH
A Bond Of Trust

SHETH DEVELOPERS PVT. LTD.



Wednesday, February 24, 2010

1:56:26 PM

पावती

Original

नोंदणी 39 म.

Regn. 39 M

पावती क्र. : 1953

गावाचे नाव पाचपाखाडी

दिनांक 24/02/2010

दस्तऐवजाचा अनुक्रमांक टनन5 - 01904 - 2010

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव: जवाहर एस. सरोहा - -

नोंदणी फी

:-

30000.00

नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)),
रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (99)

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1980.00

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रु.

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आपणास हा दस्त अंदाजे 2:10PM ह्या वेळेस मिळेल

दुय्यम निबंधक

दुय्यम निबंधक ठाणे क. 5

बाजार मुल्य: 5345500 रु. मोबदला: 5138800 रु.

भरलेले मुद्रांक शुल्क: 249980 रु.

देयकाचा प्रकार : डीडी/धनाकर्षाद्वारे;

बँकेचे नाव व पत्ता: कार्पोरेशन बँक ;

डीडी/धनाकर्ष क्रमांक: 934885; रक्कम: 30000 रु.; दिनांक: 19/02/2010

दस्त दिव

(Signature)

9208/90

Pending

cyt & ee

22/09/10



CHECKED BY





दस्तक्रमांक व वर्ष: 1904/2010

Friday, February 26, 2010

12:00:06 PM

दुय्यम निबंधक: सह दु.नि.ठाणे 5

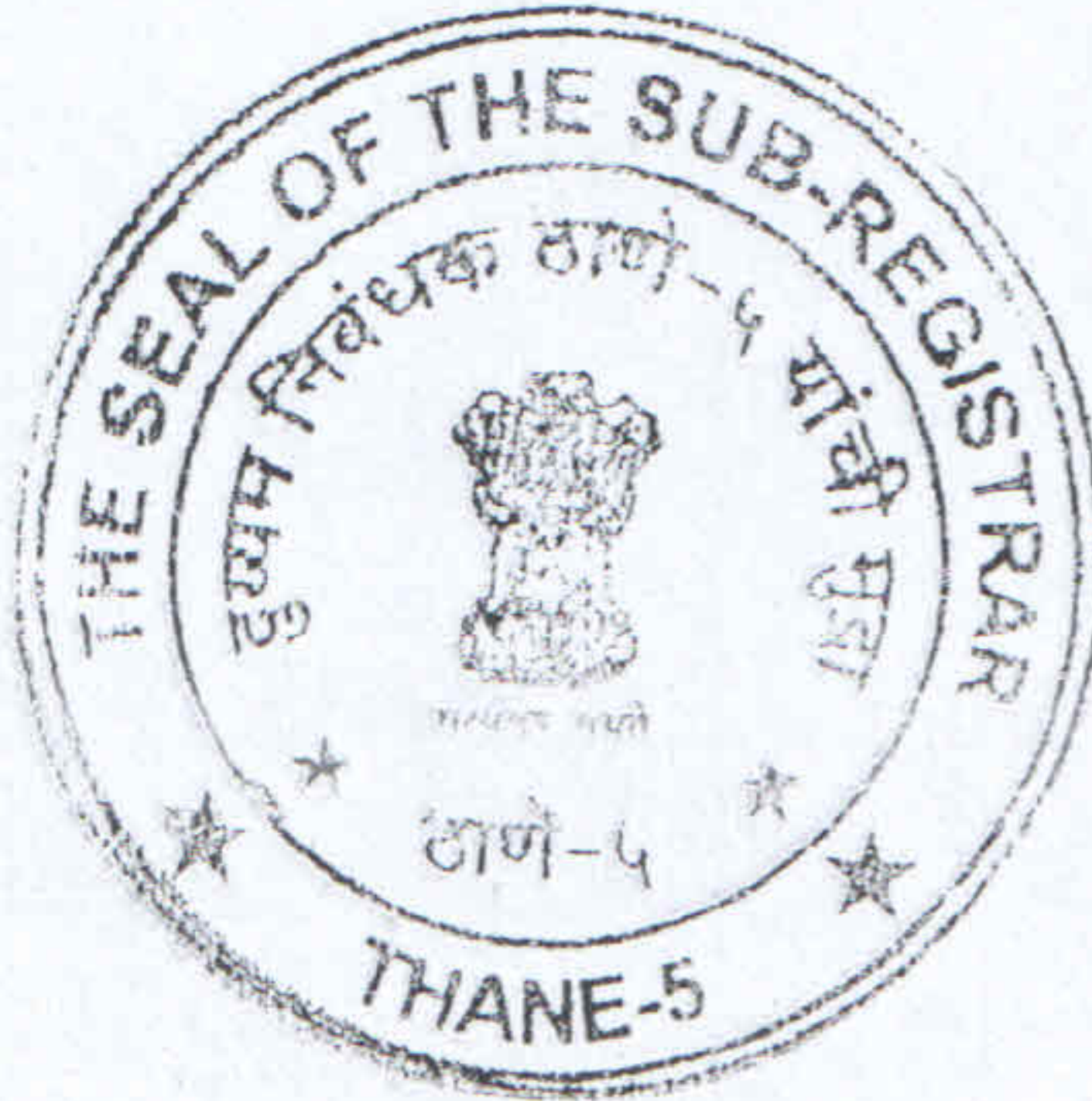
नोंदणी 63 म.

Regn. 63 m.e.

सूची क्र. दोन INDEX NO. II

गावाचे नाव : पाचपाखाडी

- (1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा
व बाजारभाव (भाडेपट्ट्याच्या
बाबतीत पट्टाकार आकारणी देतो
की पट्टेदार ते नमूद करावे) मोबदला रु. 5,138,800.00
बा.भा. रु. 5,345,500.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)
(1) वर्णन: स न 35/4,5,8,9पै, 10पै, 11, स न 51/4पै, 5पै, स न 52/1पै, 2, स न 53पै, स न 70/2,3,9पै, 10पै, 11 आणि 13, स न 71/1पै, 3पै, 4,5, स न 72/1पै, 4पै, 6,7पै, 8पै, 10,सदनिका क्र 603, 6 वा मजला , पॅरामॉस बिल्डींग, वसंत लॉन्स, इस्टर्न एक्सप्रेस हायवे, मौजे पाचपाखाडी, ठाणे
(1)92.56 चौ.मि. बांधीव
- (3)क्षेत्रफळ
(1)92.56 चौ.मि. बांधीव
- (4) आकारणी किंवा जुडी देण्यात
असेल तेव्हा
(1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता
(1) मे शेठ डेव्हलपर्स प्रा लि व मान्यता देणार व्होल्टास लि तर्फे कबुली जबाबाकरीता मुकेश एल शहा यांचे कु मु म्हणुन श्री विष्णु मोहन पाचरणे - -; घर/फ्लॅट नं: 11, व्होरा पॅलेस, देना बँकेच्या पुढे, एम जी रोड, कांदीवली, मुंबई-67; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AAACS9943H.
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता
(1) जवाहर एस. सरोहा - -; घर/फ्लॅट नं: पि यु 108, पितमपुरा ,नवि दिल्ली ; गल्ली/रस्ता: -; ईमारतीचे नाव: -; ईमारत नं: -; पेठ/वसाहत: -; शहर/गाव: -; तालुका: -;पिन: -; पॅन नम्बर: AATPS5530N.
- (7) दिनांक करून दिल्याचा 22/02/2010
- (8) नोंदणीचा 26/02/2010
- (9) अनुक्रमांक, खंड व पृष्ठ 1904 /2010
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 249875.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा



सह दुय्यम निबंधक ठाणे क्र. 5



सह दुय्यम निबंधक ठाणे क्र. 5

ट न न - ५

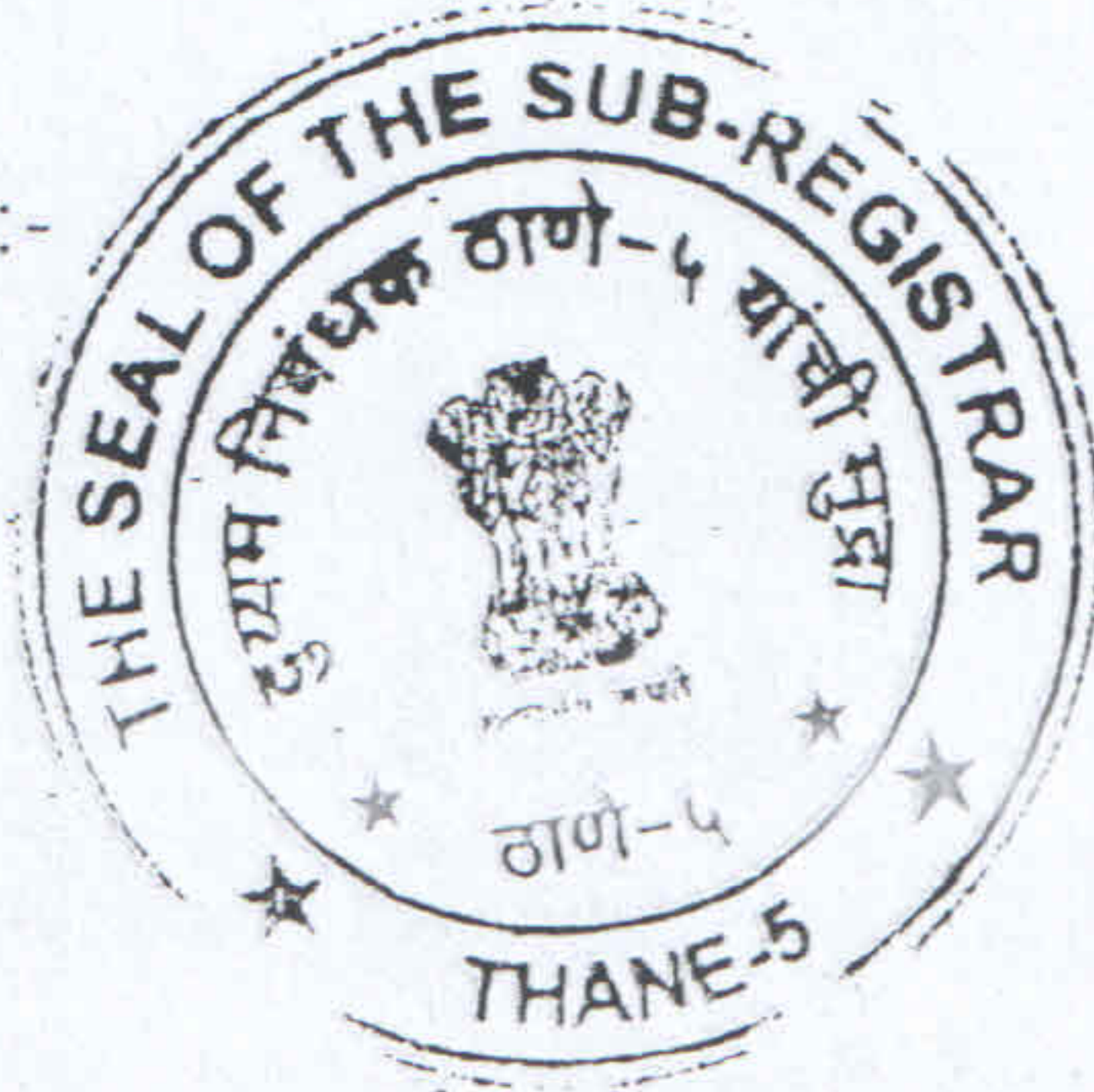
दस्तः
क्रमांक १९०४ / २०१०

१ / ११

महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन २०१०

१. दस्ताचा प्रकार :- करारनामा अनुच्छेद क्रमांक २५३.
२. सादरकर्त्याचे नाव :- श्री. जवाहर एस. सरोहा
३. तालुका :- ठाणे
४. गावाचे नाव :- पाचपाखोडी
५. नगरभुमापन क्रमांक/सर्व्हे क्र./अंतिम भुखंड क्रमांक :- ३५/४.५.८.९०.९१, ५३/६, ५१.५२, ७०
६. मूल्य दरविभाग (झोन) :- ५१५७ ३१३ उपविभाग
७. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय दुकान औदयोगिक
प्रति चौ मी. दर :- ५५०००/-
८. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफल :- ८२.५६ कन्स्पेक्ट / बिल्ट अप चौ.मीटर / फूट
९. कारपार्किंग :- गच्ची :- पोटमाळा :-
१०. मंजला क्रमांक :- ६ वी उदवाहन सुविधा आहे / नाही
११. बांधकाम वर्ष :- घसारा :-
१२. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
१३. बाजारमूल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. :- ज्यान्वये दिलेली घट / वाढ
१४. लिह अँड लायसन्सचा दस्त :- १. प्रतिमाह भाडे रक्कम :-
निवासी / अनिवासी २. अनामत रक्कम / आगावू भाडे :-
३. कालावधी :-
१५. निर्धारित केलेले बाजारमूल्य :- ५२,४५,५००/-
१६. दस्तामध्ये दर्शविलेली मोबदला :- ५१,३८,८००/-



१७. देय मुद्रांक शुल्क :-

२५९९८०/-

भरलेले मुद्रांक शुल्क :-

२,४९,९८०/-

१८. देय नोंदणी फी :-

३०,०००/-

लिपीक

सह दुय्यम निबंधक

343341

खातेदाराची प्रत / Party Copy



ठाणे भात सहकारी बँक लि.
शेड्यूल्ड बँक

Thane Bharat Sahakari Bank Ltd.
Scheduled Bank

शाखा / Br.

दिनांक / Date

मुद्रांक शुल्क / Stamp Duty रु./Rs. 24980/-

सेवा आकारणी शुल्क / Service Charges रु./Rs. 20/-

No. of Documents 2

एकूण / Total रु./Rs. 25000/-

मुद्रांक रुपये / Amount in Words Fifty thousand only



मुद्रांक शुल्क भरण्याचे नाव / Name of stamp

duty paying party MR. JAWAHAR

पत्ता / Address S SAROHA

समोरच्या पक्षकाराचे नाव / Name of counter party

Sheth Developers Pvt Ltd
व्यवहाराच्या उद्देशाचे कारण / Purpose of transaction

Agreement for Sale

धनादेश / पे ऑर्डर ज्या बँकेचा काढिल्या आहे त्या बँकेचे:

नाव / Name of the Drawing Bank

CORPORATE BANK LIMITED

20 FEB 2010

रोखपाल / Cashier

मुद्रांक केलेले दस्तऐवज घेण्यासाठी या ठिकाणी आणणे आवश्यक आहे. / This document has to be presented at the time of delivery of stamps.

ADHIBASED SIGNATORY
of Thane Bharat Sahakari Bank Ltd.

AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this 22nd day of Feb 2002010

BETWEEN **VOLTAS LIMITED**, a Company duly incorporated under the provisions of the Companies Act, 1956 and having its registered office at Voltas House "A", Dr. Babasaheb Ambedkar Road, Chinchpokli, Mumbai 400 033 hereinafter referred to as "the Owner" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors) of the **ONE PART** AND

SHETH DEVELOPERS PRIVATE LIMITED, a Company duly incorporated under the provisions of the Companies Act, 1956 and having its registered office at 11, Vora Palace, Next to Dena Bank, M.G. Road, Kandivali (West), Mumbai-400 067 hereinafter referred to as "**THE DEVELOPERS**" (which expression shall unless it be repugnant to the context or meaning thereof shall be deemed to mean and include its successors) of the **SECOND PART** AND

Mr./Mrs./Ms./Mess **MR. JAWAHAR S. SAROHA**

Pan no: AATPS5530N

Indian Inhabitant(s) residing at

P.U.108, Pitampura, New Delhi-110 088

a partnership firm registered under the Indian Partnership Act 1932 and carrying

दस्त	क्रमांक	9008 / 2090
2	1	ee

भारत	93614
129204	
02499801-PB5151	
10:41	

As Two Lacs Forty Nine Thousand Nine Hundred Eighty only

Thane Bharat Sahakari Bank Ltd.
Main Branch, Naupada, Thane.
D-5/STP/100/R. 0058/04/1999-0
7/04

INDIA STAMP DUTY MAHARASHTRA

Special Adhesive
FEB 20 2010

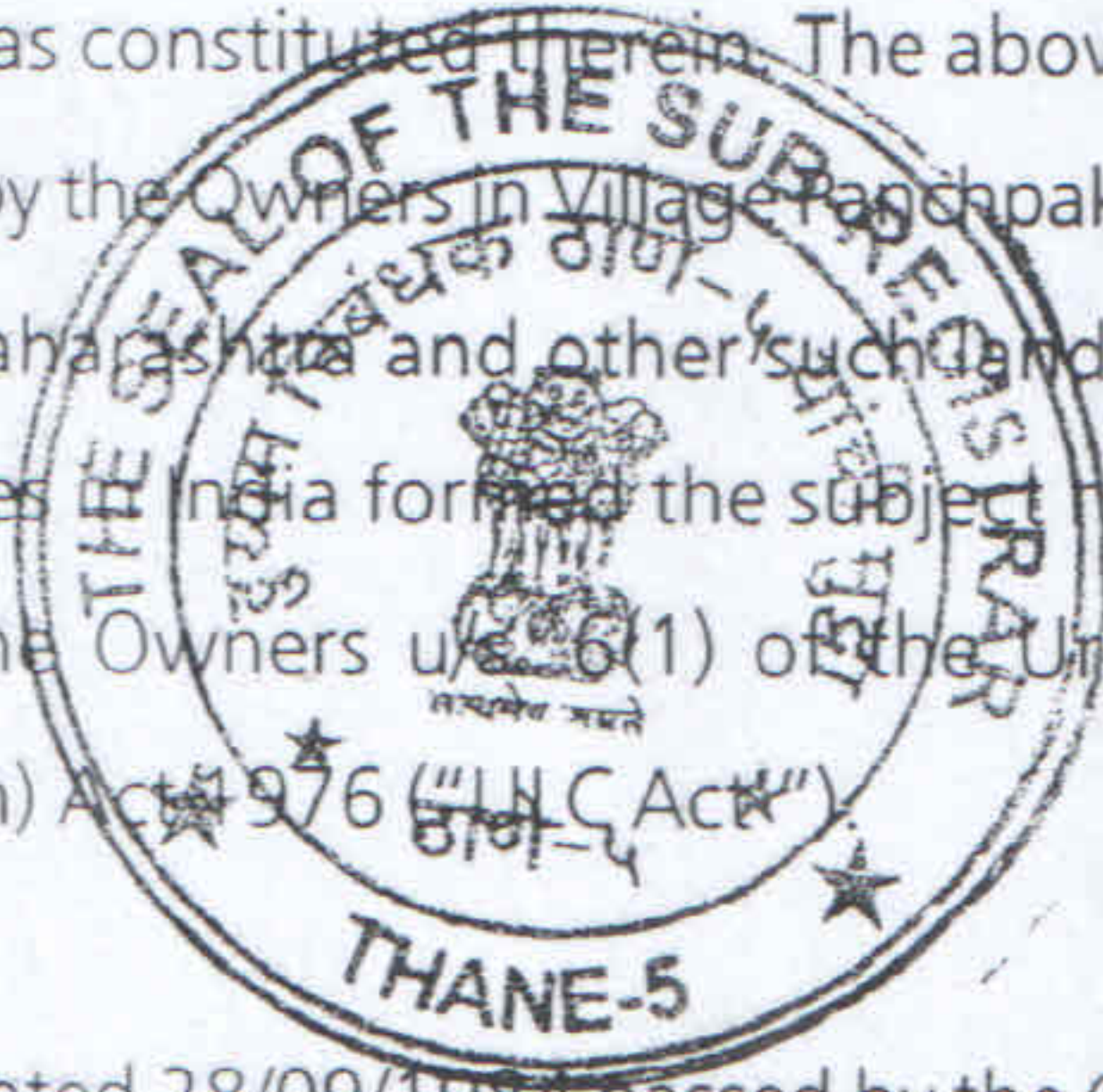
on business at _____/

a Company registered under the Indian Companies Act 1913 / Companies Act 1956 having its registered office at _____

hereinafter called "the Purchaser" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, in the case of an individuals, his or her or their heirs, executors, administrators and permitted assigns, and in the case of a partnership firm, the partners from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner and their/his/her permitted assigns and in the case of a company or a society or a body corporate, its successors and permitted assigns) of the **THIRD PART**.

WHEREAS:

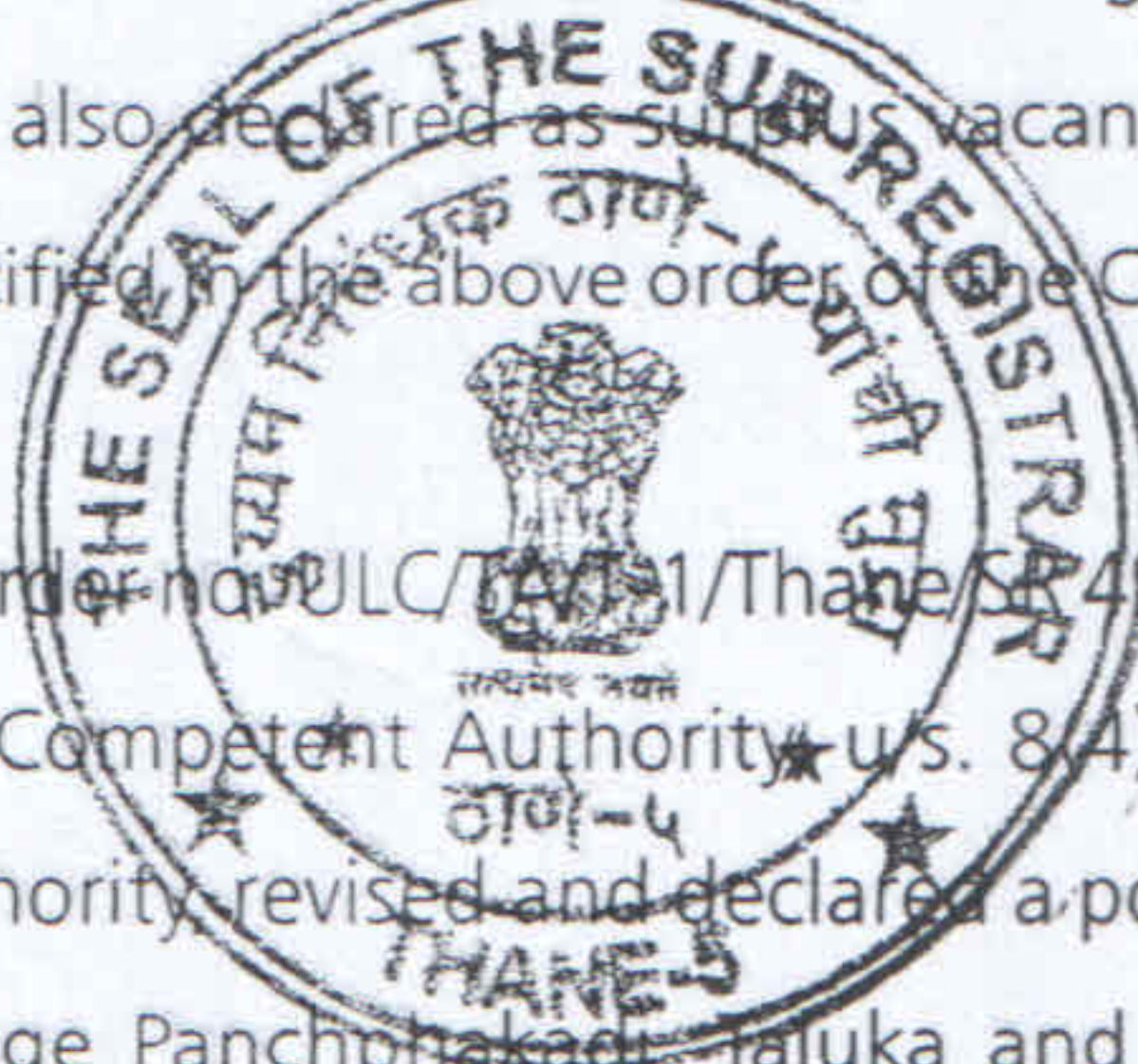
- (a) Voltas Limited owns and possesses a large tract of land situated at Village Panchpakhadi Taluka and Dist.. Thane, Maharashtra being on the outskirts of Mumbai City.
- (b) The above referred large tract of land has been acquired by Voltas Limited under diverse Deeds of Conveyance and under diverse Land Acquisition Orders.
- (c) The Owners have filed the requisite statement u/s. 6 (1) of the Urban Land Ceiling Act, 1976 ("ULC Act") with the Competent Authority as constituted therein. The above referred large tract of land held by the Owners in Village Panchpakhadi, Taluka and District Thane, Maharashtra and other such land held by the Owners in other states in India formed the subject matter of the statement filed by the Owners u/s. 6(1) of the Urban Land (Ceiling and Regulation) Act 1976 ("ULC Act").
- (d) By order dated 28/09/1984 passed by the Competent Authority, u/s. 8(4) of ULC Act, the Competent Authority, declared a portion of large tract of land of Village Panchpakhadi, Taluka and District Thane, as surplus vacant land, held by the Owners in the Urban Agglomeration. The lands comprised in the Schedule hereunder written (forming part of the large tract of land), were also declared



टलुका ५	
दस्त	क्रमांक २००४ / २०१०
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as surplus vacant land held by the Owners as specified in the above order of the Competent Authority.

- (e) The Owners preferred an appeal against the aforesaid Order dated 28/09/1984 of the Competent Authority before the Appellate Authority constituted under the provisions of the ULC Act. By an order dated 19/02/1990 the Appellate Authority remanded the matter back to the Competent Authority for reconsideration on the basis of the observations made by the Appellate Authority in the said order. Further thereto, the Competent Authority vide its letter dated ULC/TAT-1/Thane/SR 498 dt.23/10/2002 excluded various portions of the said land as non vacant and thereupon determined 1,36,570.57 sq.mtrs. as surplus vacant land held by the Owners.
- (f) By order no. ULC/TAT-1/Thane/SR 498 dated 2/12/2002 passed by the Competent Authority, u/s. 8(4) of ULC Act, the Competent Authority, revised and declared a portion of large tract of land of Village Panchpakhadi, Taluka and District Thane admeasuring 1,36,570.56 sq. mts., as surplus vacant land, held by the Owners in the Urban Agglomeration. Part of the land comprised in the Schedule hereunder written (forming part of the large tract of land), was also declared as surplus vacant land held by the Owners as specified in the above order of the Competent Authority.
- (g) By order no. ULC/TAT-1/Thane/SR 498 dated 2/1/2003 passed by the Competent Authority, u/s. 8(4) of ULC Act, the Competent Authority, revised and declared a portion of large tract of land of Village Panchpakhadi, Taluka and District Thane admeasuring 1,24,464.04 sq. mts., as surplus vacant land, held by the Owners in the Urban Agglomeration. Part of the land comprised in the Schedule hereunder written (forming part of the large tract of land), was also declared as surplus vacant land held by the Owners as specified in the above order of the Competent Authority.
- (h) By order no. ULC/TAT-1/Thane/SR 498 dated 13/5/2003 passed by the Competent Authority, u/s. 8(4) of ULC Act, the Competent Authority, revised and declared a portion of large tract of land of Village Panchpakhadi, Taluka and District Thane admeasuring 77,630.63 sq. mts., as surplus vacant land, held by the Owners in the Urban Agglomeration.



दनन - ५	
(i)	By an agreement dated 1/10/2003 duly registered under Book No
दस्त	TNN1-06589-2003 with the Sub Registrar of Assurances at Thane
क्रमांक	७८६४/२०१०
४ / ८९	

and made and executed between Voltas Limited of the One Part and Sheth Developers Private Limited of the Other Part (hereinafter referred to as the Developer), Voltas Limited granted development rights unto the Developer in respect of portions of the above large tract of land possessed by Voltas Limited as its Owners thereof. The portions of large tract of land of which development rights are granted unto the Developer and which are being currently developed by the Developer are mentioned in the Schedule I hereunder written, and are more particularly shown on the plan annexed hereto marked by red colour boundary line. The lands mentioned in the Schedule I hereunder written are hereinafter collectively referred to as "the said Land" and the said land described in the Schedule hereunder written forms the subject matter of this agreement.

- (j) No Part of the said land comprised in the Schedule hereunder written (forming part of the large tract of land), is declared as surplus vacant land held by the Owners as specified in the order dated no. ULC/TA/T-1/Thane/SR 498 dated 13/5/2003 of the Competent Authority.
- (k) The said land is earmarked in the residential zone as per the D.P. Plan of the Thane Municipal Corporation.
- (l) The Owner declares that, the said land has been converted to Non Agricultural use, by the Order of the Collector dated 05/04/2006 bearing no. K-1/T.1/NAP/SR-183/2005 on the terms and conditions contained therein and the user thereof is accordingly notified in the Revenue Records pertaining to the said land. A copy of the said Non Agricultural permission is annexed hereto as Annexure "D"

- (m) The Developer, pursuant to the said Development Agreement dated 1/10/03 and Powers of Attorney dated 1/10/03 from the Owners, is well and sufficiently entitled to develop, construct on, sell premises in and otherwise deal with and dispose of the said land.

- (n) The Developer through their Architects had thereafter submitted the layout plans in respect of the said land to the Thane Municipal Corporation for sanction thereof and the said plans were sanctioned vide Order No. TMC/TDD/2792 dated 19/10/2005. The Developer has informed the Purchaser and the Purchaser is aware that the Developer will develop the said land by constructing nine multistoried tower buildings known as "Savannah", "Greens", "Paramos", "Prairie", "Pristine", "Steppes", "Glade" and Building No. 9 and other structures thereon (as may from time to

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दस्त	क्रमांक २०४ / २०१०
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time be permitted to be constructed) in a phased manner as per the sanctioned plans (hereinafter referred to as the said Tower Buildings), with such modifications thereto as the Developer may from time to time determine and as may be approved by the concerned local bodies and authorities and the programme of the said phased development will also be determined by the Developer at its own discretion.

- (o) With respect to the sanction of the said layout plans, the Developer has also submitted for sanction to the Thane Municipal Corporation, inter alia, the building plans in respect of the said Tower Buildings and other structures to be presently constructed on the said land by the Developer in the project to be known as "Vasant Lawns" and the Thane Municipal Corporation has issued Commencement Certificate (C.C.) bearing No. TMC / TDD / 2792 dated 19 / 10 / 2005 in respect thereof.
- (p) The Developer has got approved from the Thane Municipal Corporation and other concerned local authorities the plans, specifications, elevations, sections and details of the said Tower Buildings in the Project known as "Vasant Lawns" and other structures to be constructed on a part of the said Land.
- (q) While sanctioning the said plans, the Thane Municipal Corporation and other concerned local bodies and authorities and/or the Government have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the said Project Known as "Vasant Lawns" and upon due observance and performance of which, the Occupation and Completion Certificates in respect of the said Tower Buildings and structures shall be granted by the concerned local bodies and authorities.
- (r) The Developer has appointed, (i) P & R Consultants Pte Ltd, Singapore as their Designing Architects, (ii) Archetype Consultants Private Limited as their Thane Municipal Corporation Architect, (iii) M/s Y S Sane Associates as the structural consultants for the preparation of the structural design and drawings of the said Tower Building/s and other structures to be constructed on the said land and (iv) Site

Concepts International Pte Ltd, Singapore for the purposes of Ornamental Landscaping. All concerned documents where of have been inspected by the Purchaser.

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दस्त	क्रमांक २९०४ / २००५
६	१ / ९९

- (s) The Developer is entitled to sell and intends to sell on ownership basis, flats/ shops/units/car parking spaces and all other premises inter alia in the said building known as "**PARAMOS**" in the Project known as "Vasant Lawns" which said building shall comprise of ground plus stilt and such number of upper floors upto a maximum of **18** upper floors as may be approved by the concerned authorities (hereinafter called "the said Building") and is also entitled to sell on ownership basis, flats/ shops/units/ car parking spaces and all other premises in the said Tower Buildings and structures to be constructed on the said Land.
- (t) The Purchaser had approached the Developer for the allotment to the Purchaser on ownership basis of the ~~flat/shop/unit/~~ car parking spaces bearing no **603** situated on **6th** floor of the said building known as "**PARAMOS**" being constructed on the said Land (hereinafter referred to as "the premises") and relying upon the said agreement, the Developer has agreed to allot and allotted to the Purchaser the premises at the price and on the terms and conditions appearing herein.
- (u) The Purchaser demanded from the Developer and the Developer has given inspection to the Purchaser of all the documents of title regarding the said Land, the said ULC Order, plans, designs and specifications, the said C.C. and such other documents as are specified under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act 1963 (hereinafter for the sake of brevity referred to as "the Ownership Flats Act") and the Rules made thereunder.
- (v) The copy of the Certificate of Title dated 13/02/2006 issued by Mr. Shailish Vaidya, Partner of M/s Kanga and Co, Advocates & Solicitors the Developer, an extract of the Village Form 7/12 and specifications of the said premises to be purchased by the Purchaser in the said building known as "**PARAMOS**" are hereto annexed and marked "A", "B" and "C" respectively and have also been inspected by the Purchaser, who have accepted the same and have agreed that he/she/they shall not raise any requisition or objection to the title of the Owners, Developers to the said Land.

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दस्त	१९०४/२०१०
क्रमांक	८९

(w) Prior to the execution of these presents, the Purchaser has paid to the Developer a sum of Rs. **47,79,084** /-

~~Rupees~~
Rupees Forty Seven Lakhs Seventy Nine Thousand Eighty Four Only

only)

being the application money and part payment of the sale price of the premises agreed to be sold by the Developer to the Purchaser as advance payment or earnest deposit (the payment and receipt whereof the Developer doth hereby admit and acknowledge) and the Purchaser has agreed to pay to the Developer the balance of the sale price in the manner hereinafter appearing.

(x) This transaction has been facilitated through **Bal Rajeshwar**, who is the broker for this transaction and who has been paid brokerage fees by the Developer for the same.

(y) The Developer has informed the Purchaser that the Developer has entered into/is entering into/will be entering into separate agreements with several other persons and parties for the sale/allotment of flats/shops/units/car parking spaces and other premises in the said Tower Buildings and other structures to be constructed on the said land.

(z) The parties hereto are desirous of recording the terms and conditions on which the Developer has agreed to allot the premises to the Purchaser in the manner hereinafter appearing.

NOW IT IS HEREBY AGREED DECLARED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Developer proposes to construct on the said land nine multistoried tower buildings known as "Savannah", "Greens", "Pampas", "Paramos", "Prairie", "Pristine", "Steppes", "Glade" and Building No. 9 (hereinafter referred to as the said "Tower Buildings") in a phased manner, as may be approved/amended by the concerned authorities and as per the Layout Plans and Building Plans sanctioned by the Thane Municipal Corporation and which have been seen and approved by the Purchaser with only such modifications as the Developer may consider necessary or as may be required by the Thane Municipal Corporation or such other concerned local authority. As part of such variation amendment or alteration in the layout and/or in the building plans the Developer may change location

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of the said Tower Buildings or any one or more of them and the Developer may also construct additional areas by constructing wings and or additional floors to one or more of the said Tower Buildings and may also construct further buildings/ Buildings on the said Land as may be approved by the concerned authorities. It is however, agreed by the Purchaser that the Developer shall only be required to obtain prior consent in writing of the Purchaser in respect of any variation or modification in the Building Plans which may adversely affect the premises agreed to be purchased by the Purchaser as hereinafter stated.

2. The Developer shall be entitled in its own discretion to develop the entire said Land by constructing several buildings and other structures (as may be from time to time be permitted to be constructed). The Purchaser hereby also gives his/her/its irrevocable consent and confirms that the Developer may develop the said Land in a phased manner as the Developer may determine even after the Developer shall have given to the Purchaser possession of the premises hereby agreed to be sold to the Purchaser and the Purchaser further confirms that the Developer will be entitled to utilize any FSI presently available from the said land or any part thereof or consume transferable development rights (TDR) from other lands till the entire development of the said land is completed in all respects even after the Developer shall have given to the Purchasers possession of the premises agreed to be sold to the Purchasers. The Purchaser hereby agrees to give all the facilities and assistance that the Developer may require from time to time after the Developer delivers the possession of the said premises to be sold to the Purchaser but at the costs and expenses of the Developer so as to enable the Developer to complete the development of the said land in the manner that may be determined by the Developer. The Developer has commenced construction of the said Tower Buildings.

3. The said Tower Buildings shall be constructed by the Developer in accordance with the Building Plans prepared by their Architects and sanctioned by the concerned authorities as aforesaid with such modifications thereto as the Developer may incorporate therein as aforesaid. The Premises in the said Buildings shall contain such amenities, fixtures and fittings as per the particulars stated in Schedule II hereunder written.

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4. The Buildings Plans which have been inspected by the Purchaser are open for inspection on all working days during office hours at the construction site .
5. The Purchaser has prior to the execution of this Agreement, has satisfied himself/herself/themselves about the title of the Owner/ Developer to the said Land described in Schedule I hereunder written and the Purchaser shall not be entitled to further investigate the title of the Owner/Developer and no requisitions or objections shall be raised in any manner relating thereto. A copy of the certificate of title issued by Mr. Shailesh Vaidya, Partner, M/s Kanga and Co, dated 13/02/2006, the Advocates and Solicitors of the Developer is hereto annexed and marked Annexure " "A" "
6. The Purchaser hereby agrees to purchase from the Developer and the Developer hereby agrees to sell to the Purchaser one flat/shop/ unit/ parking space bearing no. 603 of carpet area admeasuring 830 sq. mtrs. equivalent to 830 sq. ft. (which is inclusive of the areas of the balconies) situated on the 6th floor of the said Building known as PARAMOS (comprising of ground plus stilt and such number of upper floors upto a maximum of 18 upper floors as may be approved by the concerned authorities) and now being constructed on the said Land (herein after referred to as "the said premises") for a price of Rs. 51,38,800 /-
(Rupees Fifty One Lakhs Thirty Eight Thosuan Eight Hundred Only only).

The Plans in respect of the said premises is hereto annexed and marked as Annexure "B". The Building known as PARAMOS in which the said premises are to be located is hereinafter referred to as "the said Building"

7. The Purchaser hereby agrees to pay to the Developer the total purchase price of Rs. 51,38,800 /-
(Rupees Fifty One Lakhs Thirty Eight Thosuan Eight Hundred Only only)
and out of such total purchase price Rs 5,13,880 /-
(Rupees Five Lakhs Thirteen Thousand Eight Hundred Eighty Only only)
is to be paid to the Developer as earnest money and the balance

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Rupees Forty Six Lakhs Twenty Four Thousand Nine Hundred Twenty Only)

Rs. 770820 /- to be paid on or before execution
of this Agreement

Rs. 102776 < /- to be paid on or before possession

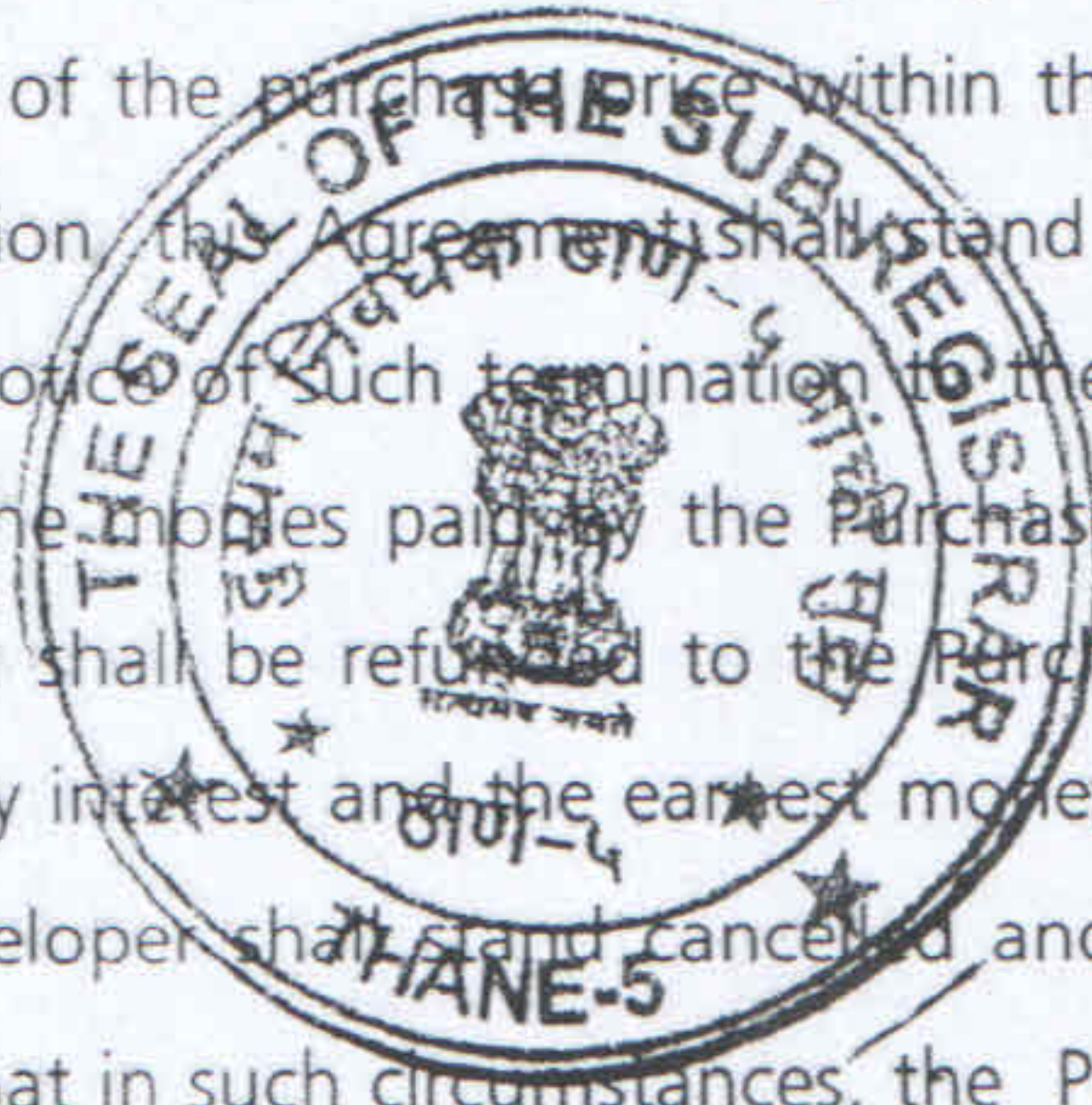
Rupees Fifty One Lakhs Thirty Eight Thousand Eight Hundred Only.

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- (i) Rs. 2000 /- lumpsum amount of legal charges for this agreement.
- (ii) Rs. 2000 /- charges registration and the formation of the society.
- (iii) Rs. 350 /- for share money, application and entrance fee of the Society.
- (iv) Rs. 48720 /- security deposit for proportionate share of taxes and other outgoings.
- (v) Rs. ----- /- towards Electric Meter, Water Meters and D G Set.
- (vi) Rs. 5000 /- towards Balcony Enclosure fee.
- (vii) Rs. ----- /- towards cable charges.

10. The Developer shall send a written intimation to the Purchaser demanding payment of the installment of the purchase price to be payable by the Purchaser within the period mentioned in such intimation, which intimation shall be sent to the Purchaser by the Developer when the same falls due as per clause 7 above. It is expressly agreed by the Purchaser that the time for the payment of each of the aforesaid installments of the Purchase price as stated in the intimation to be sent to the Purchaser as mentioned hereinabove and in respect of all amounts payable under this presents, by the Purchaser to the Developer shall be the "essence of the contract". In the event of the Purchaser making any default in payment of the installment of the purchase price within the period mentioned in the intimation, the Agreement shall stand cancelled and revoked by giving notice of such termination to the Purchaser and in that event, all the monies paid by the Purchaser till the time of such termination shall be refunded to the Purchaser by the Developer, without any interest and the earnest money paid by the Purchaser to the Developer shall stand cancelled and forfeited. It is further provided that in such circumstances, the Purchaser shall also have to bear the loss, if any, being the difference of the amount in the rate at which the Purchaser booked the said flat and the rate prevailing at the time of the cancellation, by the Purchaser, of the said flat. The refund of the monies payable by the Developer as mentioned hereinabove, shall be paid by the Developer to the Purchaser within ninety days after the termination of this Agreement.



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in the manner stated above subject to the deductions as specified in clause 11&12 hereinafter stipulated. The Developer will be entitled immediately on the termination of this Agreement to sell and/or dispose of the said premises in favour of any other party and at such price as the Developer may in their absolute discretion think fit and proper. The Purchaser herein will have no right to object to such sale/disposal of the said premises by the Developer. The Purchaser also agrees that, sending of the said amount by cheque by the Developer to the Purchaser at the address given by the Purchaser in these presents, whether the Purchaser encashes the cheque or not, will amount to the refund of the amount so required to be refunded.

11. In the event, the Purchaser desires to cancel his/her flat, the earnest money paid by the Purchaser shall stand forfeited and the Purchaser shall not be entitled to such earnest money paid by him/her to the Developer. It is further provided that in such circumstances, the Purchaser shall also have to bear the loss, if any, being the difference of the amount in the rate at which the Purchaser booked the said flat and the rate prevailing at the time of the cancellation, by the Purchaser, of the said flat. The Purchaser shall also have to bear and pay to the Developer, at the time of such cancellation, the brokerage charges (if flats purchased through the broker) which brokerage shall have been already paid by the Developer to such broker. The Purchaser will also be entitled to pay interest on any default payment as per the terms, herein contained, at the time of making accounts when the Purchaser has expressed his desire to cancel the flat/s. It is agreed by and between the parties that all the above-referred amounts due and payable by the Purchaser, as specified hereinabove, shall be deducted from the amount received by the Developer from the purchaser till the time of such cancellation.

12. If the Purchaser in order to augment the resources in his/her/their hand for the purpose of payment of consideration amount to the Developer under this Agreement, seeks loans from financial institutions, banks or other institutions against the security of the said premises subject to the consent and approval of the Developer, then in the event of the Purchaser committing default of the payment of the installments of the consideration amount and in the event of the Developer exercising its right to terminate this Agreement, the Purchaser shall and the Purchaser further hereby undertakes to clear the mortgage debt outstanding at the time of the said termination.

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The Purchaser shall obtain the necessary letter from such financial institution, banks etc. stating that the Purchaser has cleared the mortgage debt. On receipt of such letter from the financial institution, banks etc. the Purchaser shall be entitled to the refund of the amount so paid by him/her/them to the Developer towards the said premises. However, the Developer shall directly pay the amount payable to the financial institution, bank, their employer or other such institutions by the Purchaser from the amount standing to his credit with the Developer towards the said premises and (paid by him/her/them to the Developer towards the consideration amount) to the extent so as to clear the mortgage debt and only on receipt of such letter of clearance of mortgage debt from such bank, financial institution etc. shall the Purchaser be entitled to the refund of the balance amount standing credited to the account of the Purchaser with the Developer towards the said premises. Notwithstanding all that is stated hereinabove it shall ALWAYS be obligatory on the part of the Purchaser to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Purchaser shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Purchaser/s has/have applied for the loan to such financial institution, banks, their employers or such other institution and further irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Purchaser shall not be permitted to raise any contention in respect of his failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Purchaser has applied for loan to such financial institution, banks, their employers or such other institutions and that the same are under process of disbursement or that the said loan application of the Purchaser is rejected. In the event of the failure of the Purchaser to pay the installments of the consideration amount the Developer shall be entitled to enforce its rights as mentioned in Clause 10. In case, there shall be deficit in this regard, the Purchaser shall forthwith on demand pay to the Developer his proportionate share to make up such deficit.

13. As soon as the said Building is notified by the Developer as complete, each of the Purchaser/s occupying the premises in the said Building (including the Purchaser herein) shall pay the respective arrears of the purchase price payable by them within 15 days of such notice served individually or to be displayed in any prominent place in the said Building. If any of the Purchaser fails to pay, the arrears in spite of the notice, the Developer will be entitled to terminate the Agreement with such Purchaser and thereupon all the monies paid by the Purchaser to the Developer in respect of the premises agreed to be

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purchased by him shall within ninety days of such termination be refunded by the Developer to the Purchaser. Consequently the terms of Clause 10, 11&12 herein shall be applicable at the time of refund of the amounts as above. Under no circumstances, the possession of the said premises shall be given to the Purchaser unless and until all payments required to be made under this Agreement by the Purchaser to the Developer are complied with by the Purchaser.

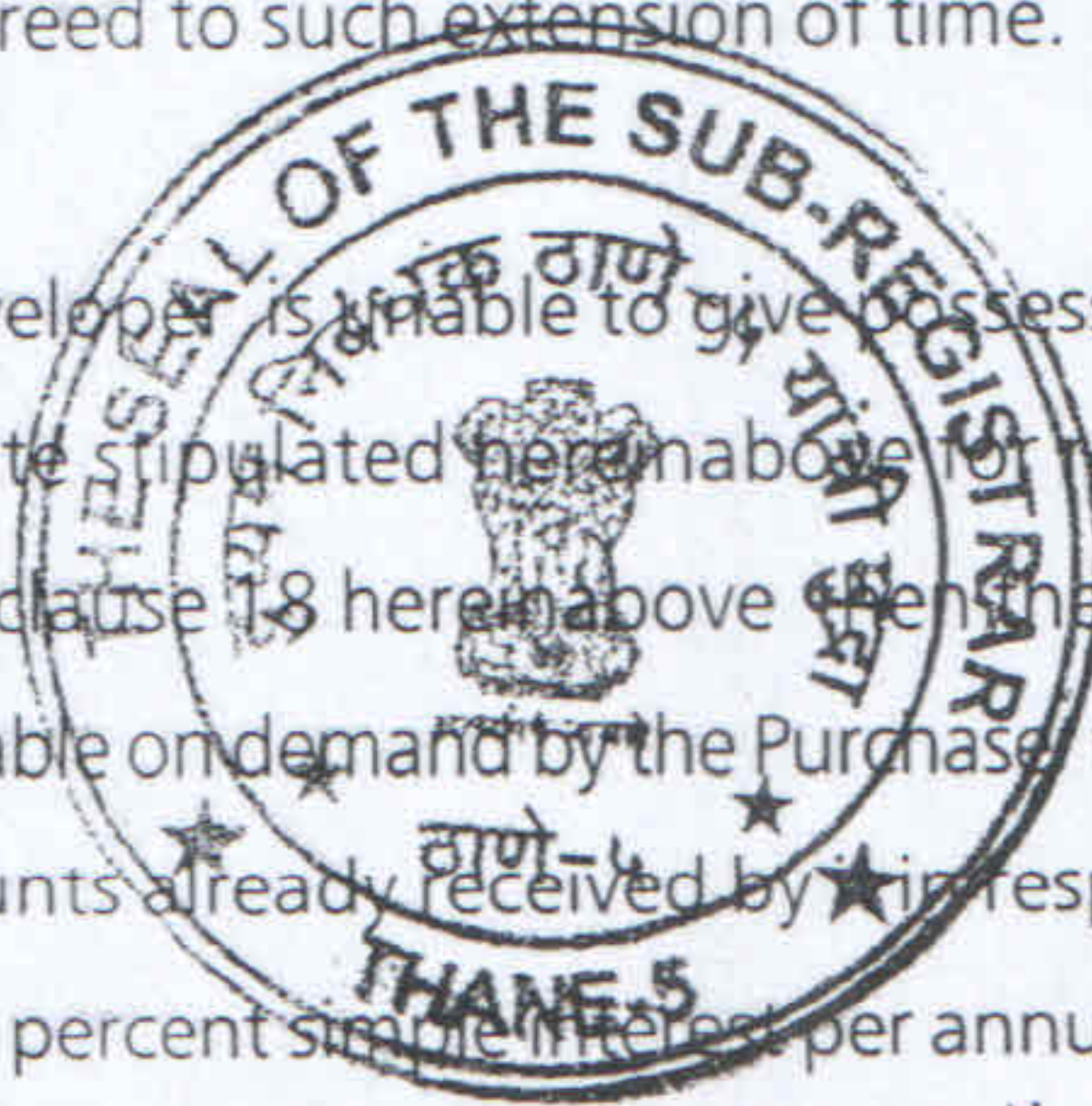
14. Without prejudice to the above and the Developer's other rights, under this Agreement and/or in law, the Developer may at its own option accept from the Purchaser the payment of the defaulted installments on the Purchaser paying to the Developer interest on the defaulted installments at the rate of 18% per annum for the period during which the payment has been delayed.
15. The Purchaser agrees to pay total consideration amounts payable under the terms of this Agreement as and when they become due and payable. Further, the Developer is not bound to give notice requiring any such payment and the failure thereof shall not be pleaded as an excuse for non-payment of any amount or amounts due on the respective due dates or events.
16. The Purchaser hereby grants his Irrevocable consent to the Developer mortgaging the said land alongwith the said Tower Buildings being constructed thereon, to enable the Developer to augment the funds of the Developer for the development of the said land. The Developer shall clear the mortgage debt in all respects before the execution of the conveyance of the said land in favour of the Apex Society as referred to in clause 30831.
17. The Developer shall in respect of any consideration amount remaining unpaid by the Purchaser under the terms and conditions of this Agreement will have first lien and charge on the said premises agreed to be allotted to the Purchaser.
18. It is expressly agreed that the possession of the said premises will be handed over by the Developer to the Purchasers on 30th day of June'2010 provided the Developer has received the full purchase price of the said premises and all other amounts payable by the Purchaser/s to the Developer under these presents The Purchaser hereby agrees that if the possession is delayed due to: -

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- a) reasons beyond the control of the Owners and Developers as provided under Section 8 of the Maharashtra Ownership Flats Act 1963, by the aforesaid date/s or
- b) non-availability of steel and/or cement or any such building material or by reason of war, civil commotion or any act of God or any prohibitory order of any court against development of Land or
- c) any notice, order, rules, notification of the Government and/or other public or competent authority; or
- d) changes in any rules, regulation, bye-laws of various statutory bodies and authorities affecting the development and the project; or
- e) delay in grant of any NOC/ permission/ license/ connection for installation of any services, such as lifts, electricity and water connections and meters to the project/ flat/ road or completion certificate from appropriate authority; or
- f) delay or default in payment of dues by the purchaser under these presents (without prejudice to the right of the Promoters to terminate this agreement under clause 10 mentioned hereinabove).

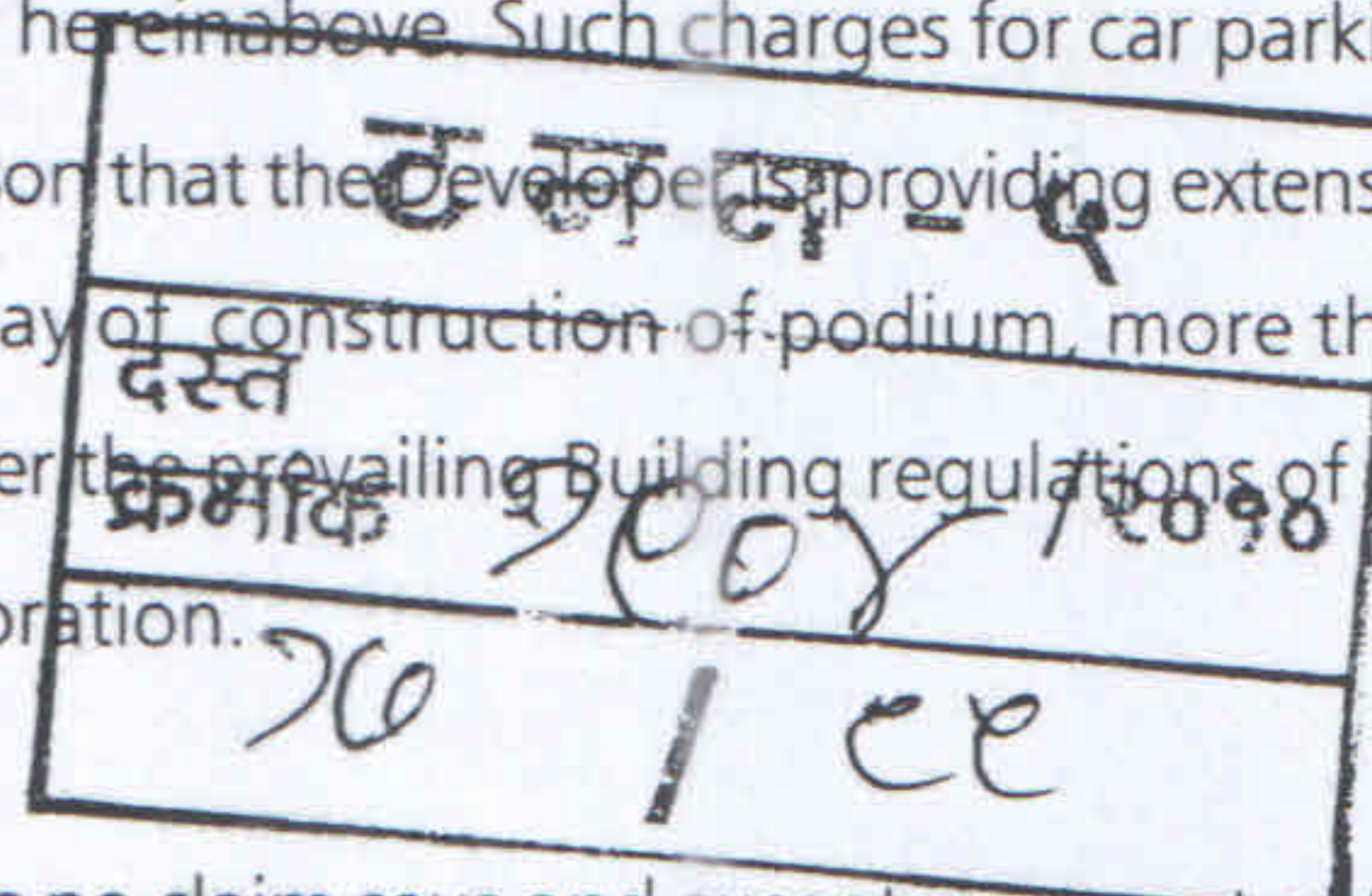
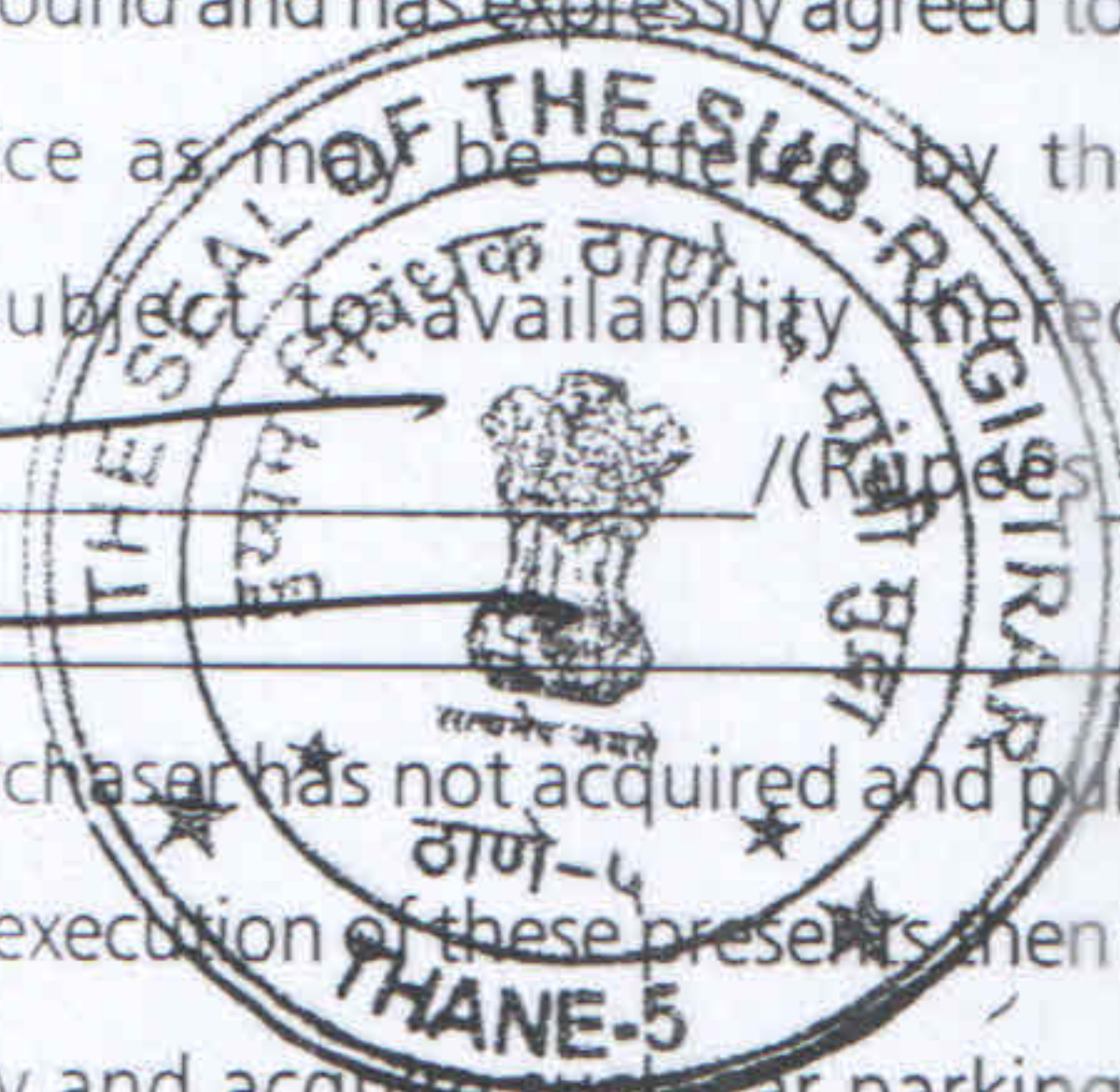
If the Developer is not able to give possession of the said flat/shops/ units/car parking space to the Purchaser/s on account of any reasonable cause or circumstances beyond their control, the Developer shall be entitled to an automatic extension of a period during which the construction or development shall have been stalled, and the Purchaser hereby has agreed to such extension of time.

19. If the Developer is unable to give possession of the said premises by the date stipulated hereinabove for reasons other than those stated in clause 18 hereinabove then the Developer agrees that it shall be liable on demand by the Purchaser to refund to the Purchaser the amounts already received by it in respect of the said premises with nine percent simple interest per annum. It is agreed that upon refund of the said amount as stated hereinabove, the Purchaser shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Developer or against the said premises in any manner whatsoever and the Developer shall be entitled to deal and dispose of the said premises to any person or party as the Developer may desire at its absolute discretion.



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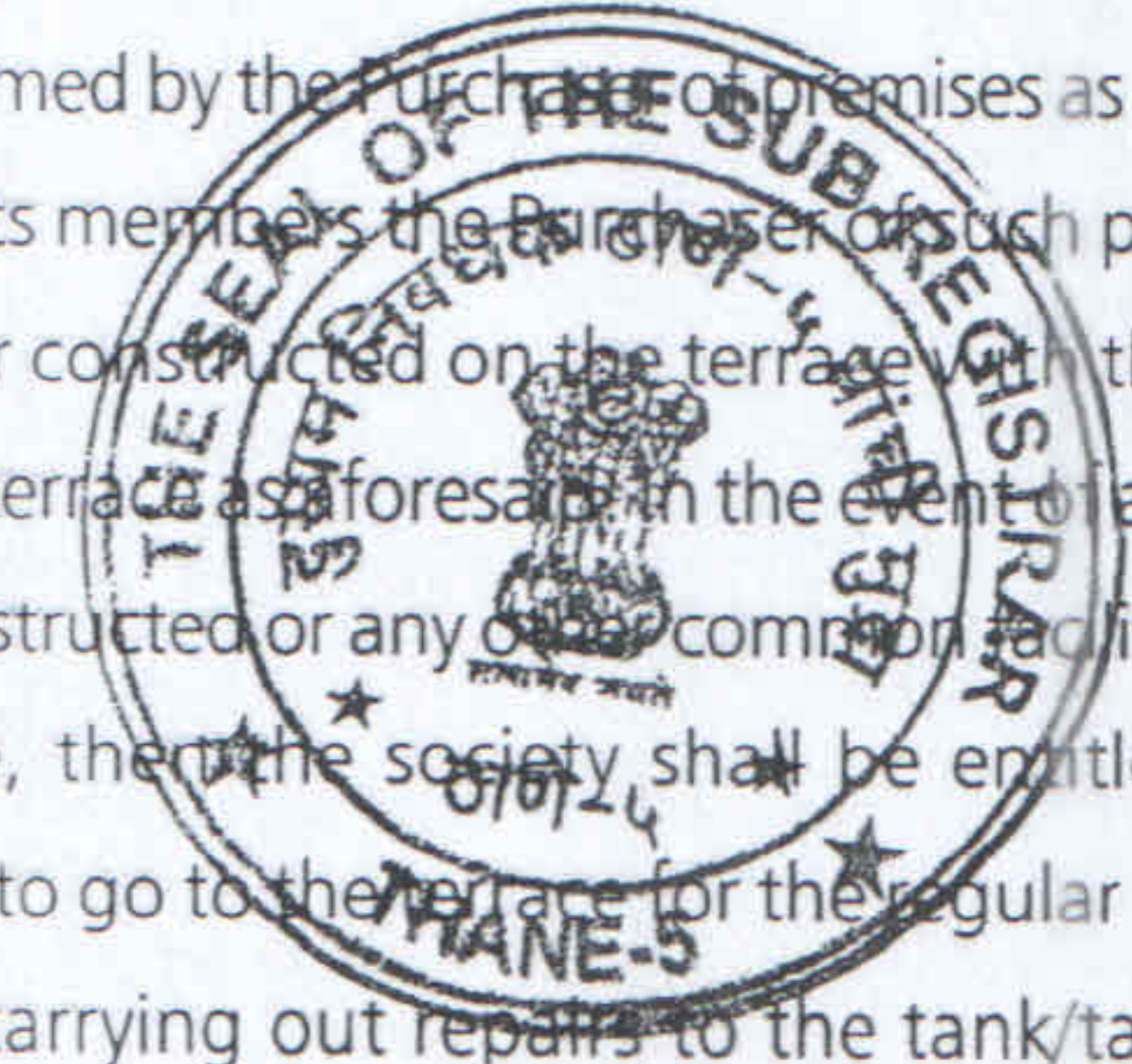
20. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever into or over the said Land or the said Building or any part thereof including the said premises. It is agreed by and between the parties that such conferment shall take place on execution of the Conveyance in favour of Apex Society as hereinafter mentioned.
21. The Developer hereby agrees to observe, perform and comply with all the terms, conditions, stipulations, if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said premises to the Purchaser, obtain from the concerned local authority occupation and/ or completion certificates in respect of the same.
22. Nothing contained in this Agreement shall be construed so as to confer upon the Purchaser any right whatsoever into or over the said Land or the said Building or any part thereof including the said premises. It is agreed by and between the parties that such conferment shall take place on execution of the Conveyance in favour of a Co-operative Society as hereinafter mentioned.
23. It is agreed between the Developer and the Purchaser that the Purchaser is bound and has expressly agreed to purchase and acquire parking space as may be offered by the Developer to the Purchaser subject to availability thereof for the price of Rs. _____ (Rupees _____ only) and if the Purchaser has not acquired and purchased such parking space on the execution of these presents then the Purchaser shall be bound to pay and acquire such car parking space before taking possession of the said premises and/or having license to enter the said premises as set out hereinabove. Such charges for car parking are collected for the reason that the Developer is providing extensive car parking space by way of construction of podium, more than what is mandatory under the prevailing Building regulations of the Thane Municipal Corporation.
24. The Purchaser shall have no claim save and except in respect of the premises agreed to be sold to him/her/them. All open spaces, lobbies, terraces and other premises and spaces will remain the property of the Developer until the said Building is transferred to the proposed Apex Society as hereinafter mentioned, and conveyance is executed



in favour of such Apex Society, subject however, to the rights of the Developer as herein stated.

25. It is expressly agreed that the Developer shall be entitled to sell the premises in the said Building for the purpose of using the same as residential premises, shops, offices, show rooms, guest houses, dispensaries, nursing homes, maternity homes, consulting rooms, banks and/or any other use that may be permitted by the Concerned Authorities and the said Purchaser shall be entitled to use the said premises agreed to be purchased by him/her/them accordingly. Similarly, the Purchaser shall not object to the use of the other premises in the said Building for any one or more of the aforesaid purposes by the respective Purchaser thereof.

26. IT IS HEREBY EXPRESSLY AGREED that the terrace on the said Building shall always belong to the Developer and the Developer shall be entitled to deal with and dispose of the same in such manner as it may deem fit. In the event of the Developer obtaining permission from the Concerned Authorities for constructing one or more premises on the terrace, then the Developer shall be entitled to sell such premises that will be constructed on the terrace together with the terrace to such persons at such rate and on such terms as the Developer may deem fit. The Developer shall be entitled in that event to allow use of such entire terrace to the Purchaser of such premises proposed or constructed on the terrace and the terrace shall then be in exclusive possession of the Purchaser of such premises proposed or constructed on the terrace. In the event of the Developer constructing more than one premises on the terrace, the Developer will be entitled to sell to the intending Purchaser the concerned premises in the terrace together with the portions of the terrace proportionate to and/or appurtenant thereto. The Society that may be formed by the Purchaser of premises as stated hereinafter shall admit as its members the Purchaser of such premises that may be proposed or constructed on the terrace with the exclusive right to them in the terrace as aforesaid. In the event of any water storage tank being constructed or any other common facility being provided on the terrace, then the society shall be entitled to depute its representative to go to the terrace for the regular check-up and up keep and for carrying out repairs to the tank/tanks and/or such common facility at all reasonable times and/or during such times as may be mutually agreed upon by the Purchaser of such premises on the terrace and the society. IT IS ALSO UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES hereto that the terrace space in front of or adjacent to the terrace flats in the said Building, if any, shall belong exclusively to the respective Purchaser of the



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terrace flat and such terrace spaces are intended for the exclusive use of the respective terrace Purchaser. The said terrace shall not be enclosed by the Purchaser till the permission in writing is obtained from the concerned local authority and the promoter or the society.

27. The Purchaser/s hereby also expressly agrees and covenants with the Developer that in the event of the said Building to be constructed on the said Land being not ready for occupation and in the event of the Developer offering License to enter upon the said premises to the Purchasers or handing over possession of the said premises simultaneously on the execution of conveyance/lease in respect of the said Building alongwith land appurtenant therewith of the said Land earlier than completing the Building on the said Land, then and in that event the Purchaser/s shall have no objection to the Developer completing the construction of the Building on the said Land without any interference or objection by the Purchaser/s. The Purchaser/s further confirm that he/she/they shall not object or dispute construction of the balance Tower Buildings or part or parts or any other buildings/structures to be constructed on the said land thereof by the Developer or its assigns on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Developer shall be entitled either to construct by themselves or through any nominees to construct and complete the said Building or Buildings on the said Land as it may desire in its absolute discretion without any interference or objection or dispute by the Purchaser.

28. IT IS HEREBY EXPRESSLY AGREED AND PROVIDED that so long as it does not in any way affect or prejudice the rights hereby granted in favour of the Purchaser in respect of the said premises the Developer shall be at liberty to sell, assign, mortgage or otherwise deal with or dispose off their right, title or interest in the said Land. The Developer shall be free to construct additional structures like enclosed garages in open, compounding underground and overhead tanks, structures, watchman's cabin, toilet units for domestic servants, septic tank and soak pits the location of which are not particularly marked upon the ground floor plans or layout plan of the said Land. The Purchaser shall not interfere with the rights of the Developer by any disputes raised or court injunctions under section 7 of the Maharashtra Ownership Flats Act 1963 and/or under any other provision or any other applicable law. The Developer shall always be entitled to sign undertakings and indemnities on behalf of the Purchaser as required by any authority of the State or Central Government or Competent Authorities under any law concerning



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construction of Buildings for implementation of their scheme for development of the said Land .

29. The said Building shall be constructed and completed in accordance with the plans and specifications as approved by the Concerned Authorities as aforesaid with such modifications thereto as may be made by the Developer as herein above setout and if any defect in the said Building or materials used or if any unauthorized change in the constructions in the said Building is brought to the notice of the Developer within a period of one year from the date of handing over possession of the said premises by the Developer, it shall wherever possible be rectified by the Developer without further charge to the persons who have purchased the premises in the said Buildings and in other cases, the Purchasers of flats/premises shall be entitled to receive reasonable compensation for such defect or change from the Developer. In case there shall be any dispute, as regards any defect in the said Building or materials used or any unauthorized change in the construction thereof or as to whether it is reasonably possible for the Developer to rectify any such defect or change or as regards the amount of reasonable compensation payable in respect of such defect or change which cannot be or is to be rectified by the Developer shall within a period of one year from the date of handing over possession be referred to the decision of the Authority specified in sub section (2) of section 7 of the Maharashtra Ownership Flats Act, 1963. It is however further provided that in the event of there being any external leakages or external defects to the Building being detected, the same shall be rectified by the Developer in terms of the above. However, any internal repairs inside the flats shall be carried out by the Purchaser at his own costs.

30. It is hereby agreed that the Purchaser shall become a member of the said Society formed by the Purchasers of the Building Known as PARAMOS (hereinafter referred to as the Society of Building PARAMOS). After the said Tower Buildings and other structures to be constructed by the Developer on the said Land are complete and ready for occupation and after the Society for the said Building as aforesaid is registered and only after all the premises in the said Tower Buildings shall have been sold and disposed off by the Developer and the Developer shall have received all dues payable to them under the terms of the Agreements with the Purchasers of

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all the premises in the said Tower Buildings, the Developer shall cause the Owner to execute in favour of the said Society a

Conveyance/Lease, as shall be feasible & permissible of the appurtenant land surrounding the said Tower Buildings in favour of the Apex Body. The said Society of Building **PARAMOS** together with the Society formed of the other Tower Buildings constructed on the said land shall together comprise the Apex Body and the Developer and Owners shall execute Conveyance/Lease in favour of the said Apex Body. Until such Conveyance/Lease is executed, the right of the Purchaser herein shall be confined only to the said premises and the Purchaser and/or the Society of Building **PARAMOS** shall have no right on any portion of the said land.

31. The Developer has informed the Purchaser and the Purchaser is aware that the Developer proposes to form an Apex Body of all the cooperative Societies to be formed for all the said Tower Buildings to be constructed on the said land for the purpose of carrying out the maintenance, repairs and/renovation of various infrastructure and common facilities items to be provided and comprised in the said Land as per layout conditions. The Apex Body to be formed shall be a body incorporated under the provisions of the Maharashtra Cooperative Societies Act 1960 OR a company which shall be incorporated under the provisions of the Companies Act 1956 and the Developer shall incorporate the Apex Body as per its discretion. The Purchaser shall make his/her/its contribution as may from time to time be required to be made by the Society formed for the purpose of the said Building in which the premises agreed to be purchased by the Purchaser is located for enabling the society to pay its contribution to the Apex Body for the aforesaid purpose. The Purchaser shall at the time of taking possession of the said premises from the Developer pay to the Developer a sum of Rs 40600 /- (Rupees Rupees Forty Thousand Six Hundred Only only)

the carpet area of the said premises which will be held by the Developer as an interest free deposit till the Apex Body is formed and constituted. The Developer shall not be liable to give or provide any accounts for such amounts accepted by it and shall hand over the sum to the Apex Body on formation of such Apex Body. On formation of the Apex Body the said deposit shall be handed to the Apex body. The said deposit towards corpus fund shall be utilized by the Developer/Apex body for maintenance and management of the infrastructure facilities such as internal roads, main gate security, street lights, storm water drains, drainage system, sewerage treatment plant, gardens, security, club house, indoor and outdoor recreational activities etc. In case it is so required the

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corpus may also be used by Apex Body at their discretion for the said purpose or for any one or more of them. In the event the amounts collected towards maintenance are not adequate to meet expenditure then and in that event the Developer shall be entitled to collect further amounts from the Purchaser. It is however agreed that the Purchaser shall nevertheless also be strictly liable to pay monthly contributions to the Society as may be determined by the Cooperative Society to the Apex Body as aforesaid. The said deposit of Rs **40600** /- (Rupees

Rupees Fourty Thousand Six Hundred Only only)

to be paid by the Purchaser shall be in addition to the Purchase price of the said premises and the other deposits payable by the Purchaser as specified in this Agreement .

32. The Apex Body shall have a committee of its own formed of the representative of each society of the said Tower Buildings constructed on the said land. After the election/nomination of the representative by each society the said representative so elected/nominated shall hold office as office bearers of the said committee for a period of three years. The Society of the said building and other Tower buildings to be constructed on the said land shall also have their representations on the committee. The committee so formed of the representative as stated herein above shall have full power, absolute control and discretion as regards the effective maintenance and management of the infrastructure of the said land without their being any kind of interference in any manner whatsoever from any society. The Apex Body shall frame such rules regulations and bye laws for the effective maintenance/ management of the infrastructure and the same shall have a binding effect and full force against the societies formed of the Purchasers of the said Tower Buildings to be constructed on the said Land including its members and others as aforesaid. Any violation of the said rules regulations or bye laws as framed by the Apex Body or by the Societies shall be liable to such action as stated in the said rules, regulation, and byelaws as the Apex body may determine from time to time. The Apex Body shall be constituted under the guidelines to be framed by the Developer and the Apex Body shall maintain, govern and administer the infrastructure of the said Land on the basis of such guidelines. The Apex body shall unconditionally accept and adopt such guidelines as framed by the Developer. The Purchaser shall have no right to

claim refund for the deposit of Rs **40600** /- (Rupees

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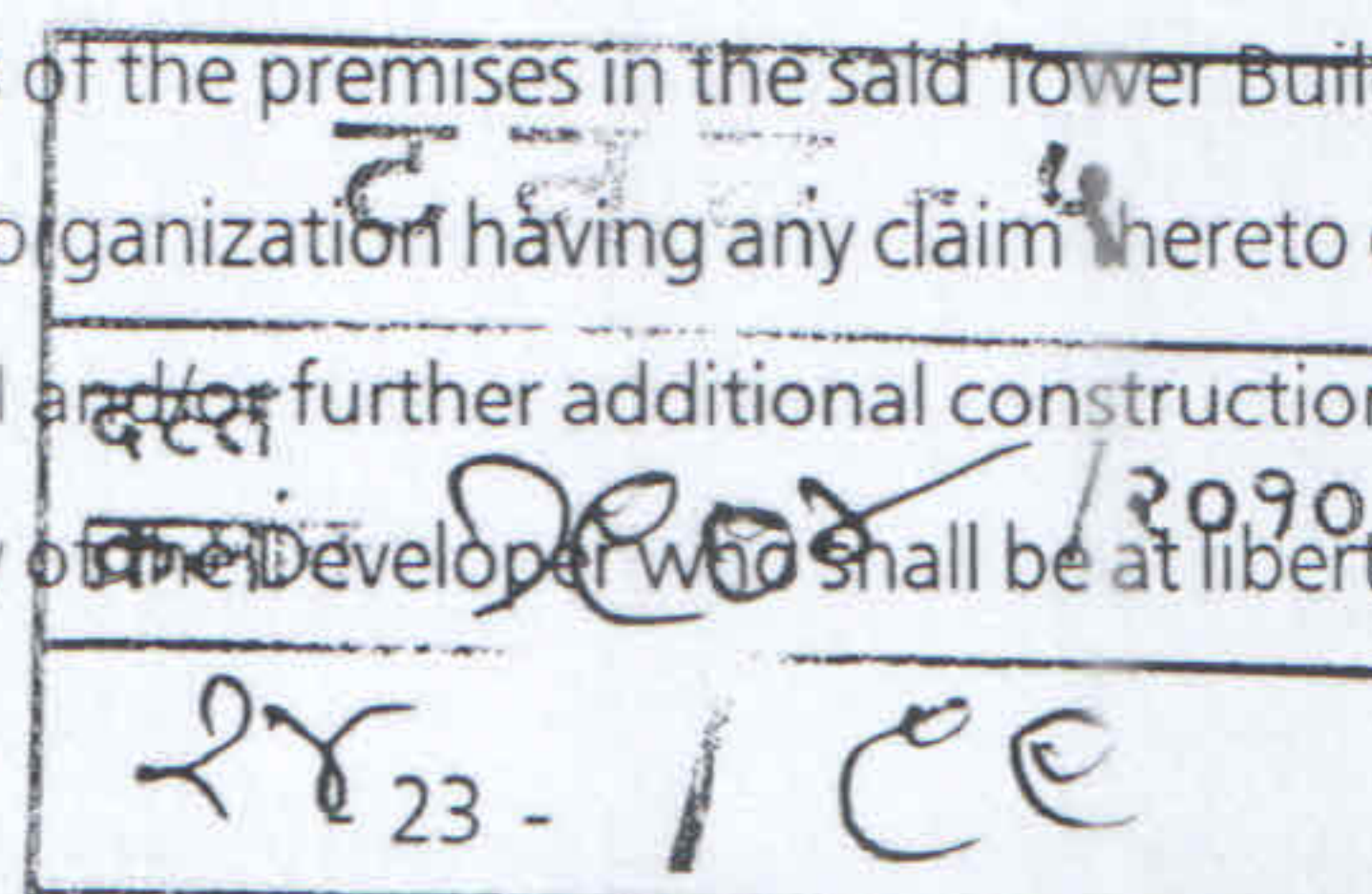
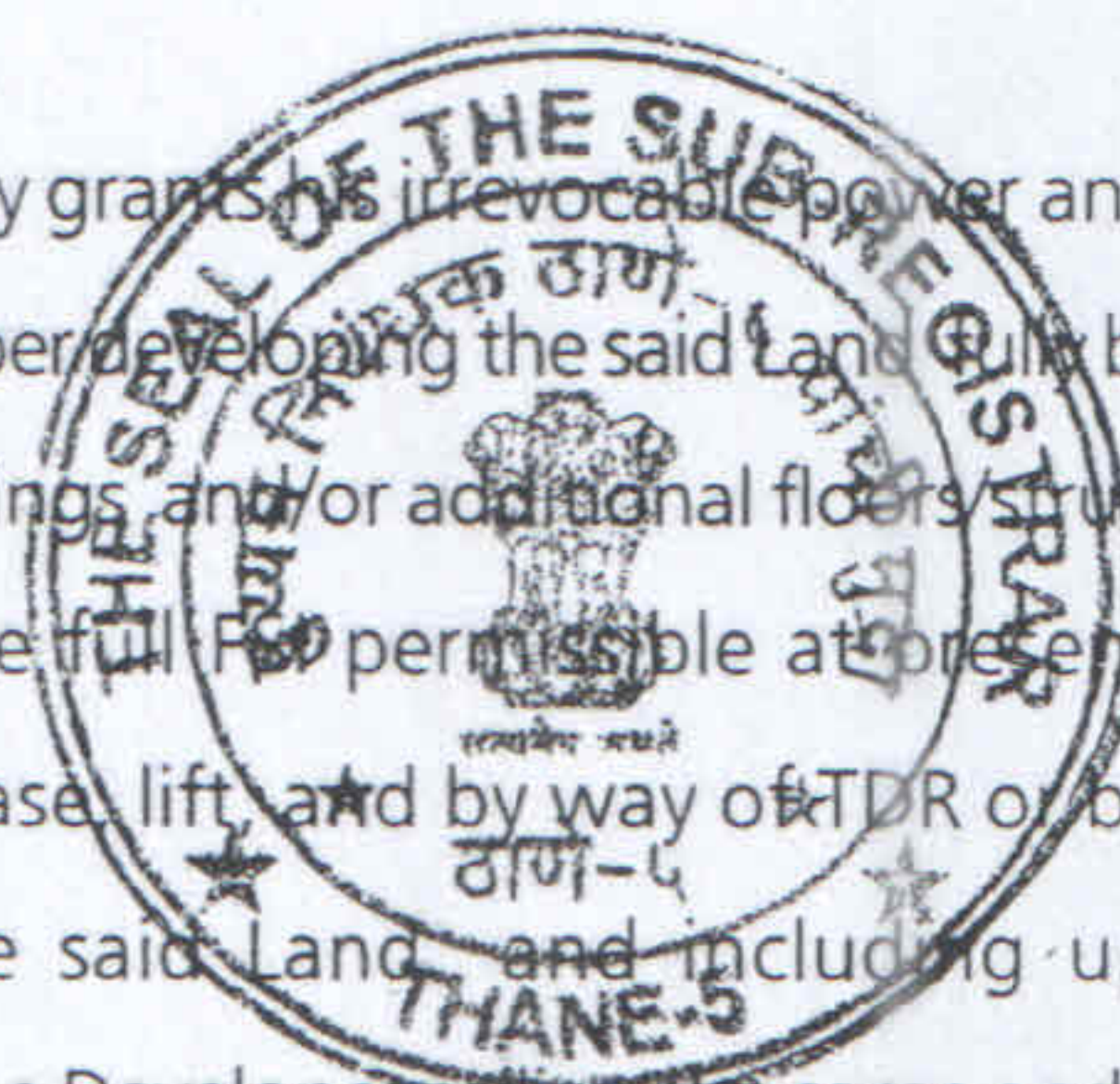
to be paid for the Apex body from the Developer or the Apex Body nor will the said sum be allowed to be set of or adjusted against any other amount or amounts payable by the Purchaser in any manner whatsoever. The Purchaser has entered into this Agreement after having understood the above arrangement and the Purchaser shall not be permitted to question or in any way to dispute the said arrangement as stated hereinabove or with regard to the constitution and formation of the Apex Body and the said arrangement shall be final and binding on the Purchaser. It is further agreed accepted and confirmed by the Purchaser that until the Apex Body is formed and constituted for the maintenance and management of the infrastructure as mentioned hereinabove the Developer shall have full power, control and absolute authority to manage and maintain the said infrastructure facilities as mentioned hereinabove in the manner they may deem fit and for that purpose the Developer shall be entitled to lay down such terms and conditions as regards payment by the Purchaser of premises in the said Tower Buildings regarding monthly maintenance charges or otherwise to enable the Developer to effectively maintain the infrastructure facilities. The Purchaser has hereby agreed to abide by the terms as laid down by the Developer and the Purchaser shall have no right to question and dispute the decision of the Developer in regard to their powers and authorities for maintaining the said infrastructure facilities. In the event of the Purchaser failing to abide by the terms and conditions as laid down by the Developer the same shall be deemed as a breach of the terms of this Agreement and thereupon the Developer shall have the right to exercise the remedies under the law and as per the terms of this Agreement even though the Purchaser shall have not taken possession of the said premises and the Purchaser shall not have paid the consideration amount and all other dues under the said agreement. It is clearly understood by the Purchaser that the deposit of Rs. 40600/-

Rupees Forty Thousand Six Hundred Only
(Rupees _____ only)

as mentioned hereinabove for the purpose of maintenance and management of the infrastructure is to be received by the Developer as deposit only and the interest accruing out of such deposit shall be only utilized in the event of there being major repairs and/or replacements to the said infrastructure facilities and the Purchaser is hereby further informed that the day to day maintenance of the infrastructure facilities such as street lights, storm water drains, drainage system, sewerage, filtration plant, gardens, club house, swimming pool, other outdoor and indoor recreational

facilities and security etc. within the said land shall be maintained out of the monthly maintenance charges to be paid by the Purchaser in that behalf promptly and regularly without default to the Developer and or the Society whereof the purchaser will become a member and in the event of the Purchaser failing to pay the said monthly charges necessary actions shall be taken and remedies shall be obtained and adopted against the purchaser for the breach committed and such breach shall be construed as a breach of the terms and conditions of this Agreement which shall be deemed to be existing always as long as the Purchaser is the holder of the said premises.

33. The Conveyance/Lease in favour of such Apex Cooperative Housing Society shall be executed only after the said land shall have been fully developed by the Developer and all the flats, shops and other premises in the said Tower Buildings are sold and disposed of. Until the execution of the Conveyance/Lease, the possession of the said land and the said Tower Buildings and premises therein shall be deemed to belong to the Developer and the Purchaser who shall have been given possession of the said premises agreed to be sold to him/her/them shall hold merely as a licensee thereof.
34. In the event of any portion of the land being notified for set-back prior to the transfer of the premises to a Co-operative Society the Developer shall be entitled to receive the amount of compensation for such set-back land or F.S.I. in lieu of the same.
35. The Conveyance/Lease in favour of such Co-operative society or Societies shall be executed only after the Land shall have been fully developed by the Developer as aforesaid.
36. The Purchaser hereby grants his irrevocable power and consent and agrees to the Developer developing the said Land and by constructing the said Tower Buildings and/or additional floors/structures thereon so as to avail of the full FSI permissible at present or in future including for staircase, lift and by way of TDR or by purchase of floating FSI on the said Land and including up "additional construction" and the Developer selling the same and appropriating to itself the entire sale proceeds thereof without the Purchaser or other acquirers of the premises in the said Tower Buildings and/or their common organization having any claim thereto or to any part thereof. The FSI and/or further additional construction shall always be the property of the Developer who shall be at liberty to use, deal



with, dispose of, sell, and transfer the same in any manner the Developer may decide. The Purchaser agrees not to raise any objection and/or claim reduction in price and/or compensation and/or damages including on the ground of inconvenience and/or nuisance. The conveyance of the said Land together with said Tower Buildings being constructed thereon and transfer of rights and benefits of the Developer as hereinafter mentioned shall be subject inter alia to the aforesaid reservation. The Developer shall be entitled to consume the said FSI by raising floor or floors on any structure and/or putting up additional structures and/or by way of extension of structures.

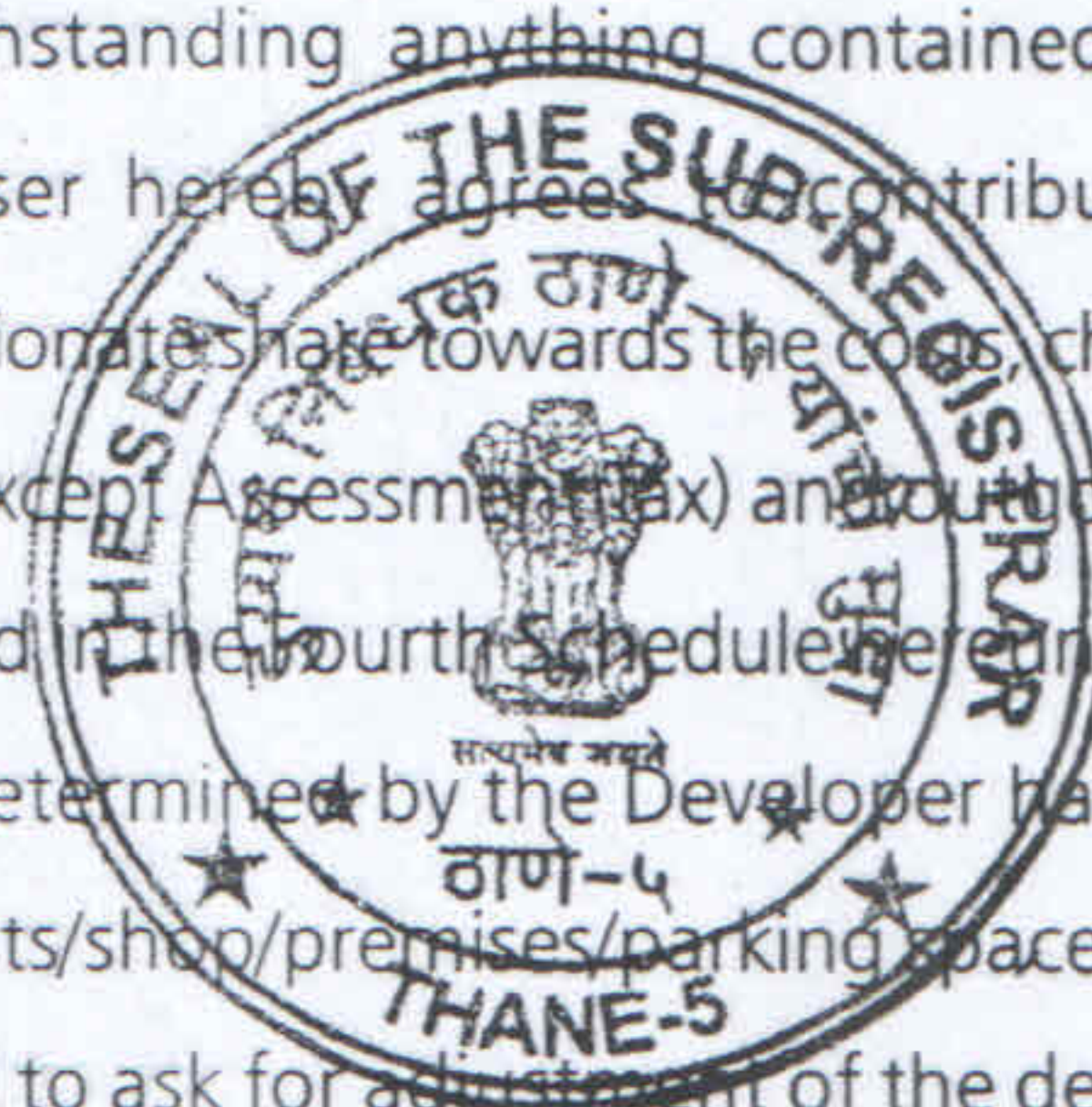
37. In the event of any portion of the said premises being required by any local or Government Authorities the Developer alone shall be entitled to give such portion to the said authority or any body for such purpose on terms and conditions as the Developer shall deem fit.

38. So long as the various premises in the said Building shall not be separately assessed by Local Body for the purpose of property taxes, water charges and rates, the Purchaser shall pay the proportionate share of such taxes, rates and other outgoings assessed on the said Land. The Purchaser shall tentatively pay Rs. 4060 /- (Rupees Rupees Four Thousand Sixty Only only) per month to the Developer for the above.

39. The Developer shall be liable to pay only the Municipal Rates and taxes, at actuals, in respect of the unsold premises in the said Building. In case, the Conveyance/Lease is executed in favour of the Co-operative Society before the disposal by the Developer of all the said premises, then in such a case the Developer shall join in the Society as members holding such unsold premises and as and when such premises are sold to the persons of the choice and at the discretion of the Developer, the Co-operative Society shall admit as members, the Purchasers of such premises without charging any premium or any other extra payment and notwithstanding any dispute that may be existing between Developer and such Society. In the event such Co-operative Society refuse to admit the nominees of the Developer as members of the said Society then in such event the Developer shall adopt legal proceedings with the Registrar of Co-operative Society and claim for cost from the Society by adopting legal proceedings in respect thereof. Pending such litigation the

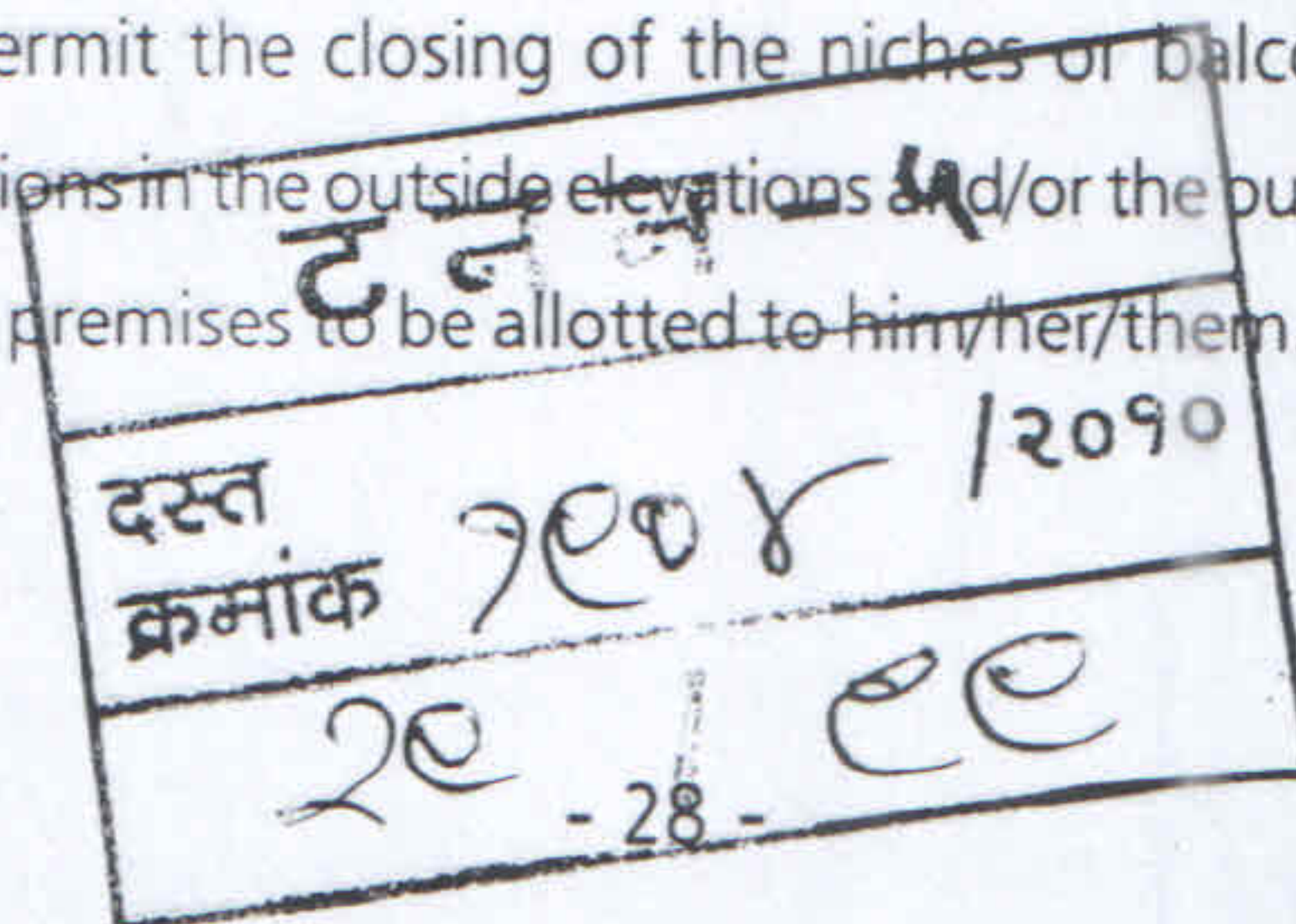
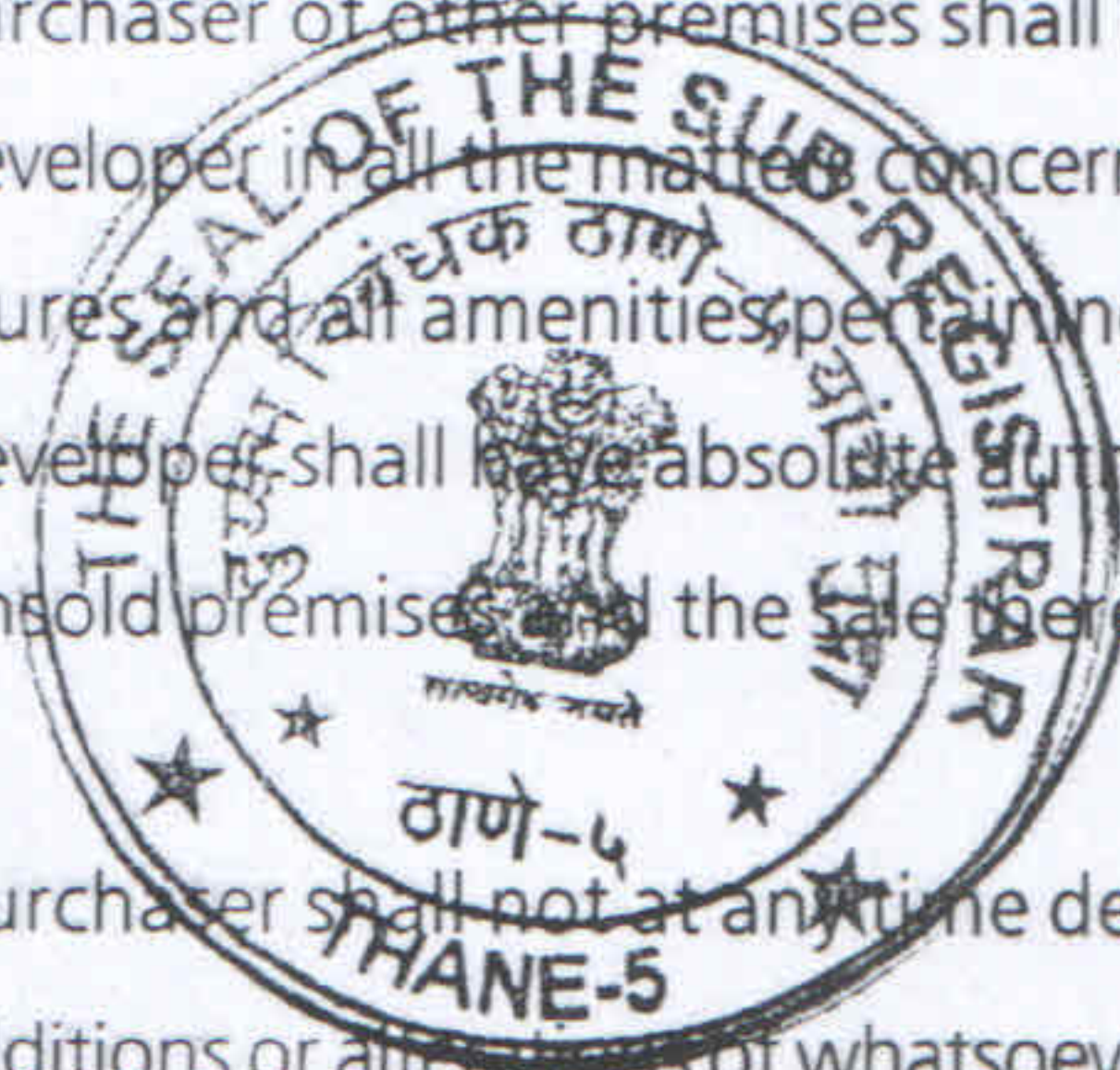
executed for enabling the compliance of the said MAO Act. The Purchaser of the premises shall agree to abide by the rules and bye-laws of the condominium as may be prescribed under the provisions of the MAO Act from time to time. In order to enable the Developer to form such an association, the Purchaser shall give such particulars about himself/herself/themselves as may be required. In that event, the Developer will execute the Deed of Apartment in favour of each of the allottee of the premises comprised in such a condominium separately conveying the Apartment and the proportionate undivided right/share in the common area or facilities unto the allottees of the premises. It is expressly recognized by the Purchaser that the Developer shall have a right to form Co-operative Societies for such number of Buildings constructed/to be constructed on the said Land as the Developer may in its absolute discretion from time to time determine.

46. The Purchaser shall at the time of making payment of the installments mentioned as agreed herein will also pay a sum to the Developer sum as mentioned in clause 9 which will be held by the Developer as deposit without interest and the Developer shall be entitled to utilize such deposits towards payment of taxes and other outgoings. In the event of the Purchaser making any default in payment thereof, regularly, as agreed to herein by him/her/them, the Developer will have right to the legal action against the Purchaser for recovering the same. After the Society as aforesaid shall have been formed and the said Building shall have been Conveyed/Leased to the Society, the Developer shall hand over the said deposit thereof to such society. Notwithstanding anything contained in this Agreement, the Purchaser hereby agrees to contribute and pay his/her/their proportionate share towards the costs, charges, expenses, Municipal Taxes (except Assessment Tax) and outgoings in respect of the items specified in the Fourth Schedule hereunder written and such share to be determined by the Developer having regard to the area of each flats/shop/premises/parking space. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned herein, against the expenses (except Assessment Tax) municipal tax and outgoings and other expenses and the payment by the Purchaser of the monthly outgoings in regard to the items as specified in the Fourth Schedule hereunder written shall be mandatory and obligatory under this Agreement. Failure on the part of the Purchaser to pay the aforementioned charges on demand made by the Developer shall entitle the Developer to enforce their rights of termination as mentioned in Clause No. 10.



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47. Any Co-operative Society, Limited Company and/or Association of Purchaser of premises in the said Building shall incorporate the name _____ in its name and that name will not be changed under any circumstances without obtaining permission of the Developer.
48. The Purchaser shall allow the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter upon his/her/their premises or any part thereof for the purpose of repairing any part of the said Building and for laying cables, water pipes, fittings, electric wires, structures and other conveniences belonging to or serving or used for the said Building and also for the purpose of cutting off the supply of water and other services to the premises or any other premises in the said Building in respect whereof the Purchaser or user or occupier of such premises as the case may be shall have committed default in payment of his/her/their share of the Local Body property Taxes and other outgoings as also in the charges for electricity consumed by them.
49. In the event of the Society formed and registered before the sale and disposal by the Developer of all the premises in the said Building as also before the completion of the construction of additional structures and/or sale and disposal of premises in the said Building on the said Land, the powers and authority of the society or association so formed of the Purchaser's in the said Building and the Purchaser of other premises shall be subject to the powers of the Developer in all the matters concerning as also of the additional structures and all amenities pertaining to the same. In particular, the Developer shall have absolute authority and control as regards any unsold premises and the sale thereof.
50. The Purchaser shall not at any time demolish or cause to be done any additions or alterations of whatsoever nature in the said premises or any part thereof without obtaining prior written permission of the Developer. The Purchaser shall keep the said premises walls, partitions, walls, sewers, drains, pipes and appurtenances thereto in good and tenantable repair and conditions and in particular the said Building other than his/her/their premises. The Developer shall not permit the closing of the niches or balconies or allow any alterations in the outside elevations and/or the outside colour scheme of the premises to be allotted to him/her/them.



Developer their nominees shall stop the payment of monthly outgoings payable to the Society in respect of the said premises.

40. The Purchaser shall maintain at his/her/their own costs the said premises agreed to be purchased by him/her/them in the same conditions, state and order in which it is delivered to him/her/them and shall abide by all bye-laws, rules and regulations of the Government, Local Bodies and Authorities, Electricity Supply Company and of the Co-operative Societies and shall attend to answer and be responsible for all actions and violations of any of the conditions or rules or bye-laws and shall observe and perform all the terms and conditions and covenants contained in this Agreement.

41. The Purchaser hereby agrees that in the event of any amount becoming payable by way of levy or premium to the Concerned Local Authority or to the State Government by way of or betterment charges, development charges or any other payment of a similar nature in respect of the said Land and/or the various premises to be constructed thereon, the same shall be reimbursed by the Purchaser/s to the Developer immediately on the demand made by the Developer, in the proportion in which the area of the said premises shall bear to the total area of the other premises in the said Building and the decision of the Developer in this regard shall be conclusive and binding upon the Purchaser. The Purchaser shall be liable to pay the development charges to the amount of 11600 /-

(Rupees Rupees Eleven Thousand Six Hundred Only

only) as and by way of development charges as levied by Thane Municipal Corporation and any such further increase there from as may be determined by the Thane Municipal Corporation from time to time.

42. The Purchaser/s shall on demand, deposit with Developer his/her/ their proportionate share towards the installation of water meter and electric meter and/or for any other deposit to be paid by the Developer to the Local Authority or Body concerned and/or to any other Concerned Authority.

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43. The Purchaser hereby covenants with the Developer to pay consideration amount liable to be paid by the Purchaser under this Agreement and to observe and perform the covenants and conditions in this Agreement and to keep the Developer fully indemnified against

the said payments and observance and performance of the said covenants and conditions except so far as the same ought to be observed by the Developer. The Purchaser also agrees and undertakes to give all the facilities to the Developer to carry out additional construction work on the said Building now under construction.

44. The Purchaser/s agree and undertake from time to time to sign and execute the application for the formation and registration of a Society for the said Building or any of the said Tower Buildings including the signing of the bye-laws of the proposed society within ten days of the intimation by the Developer. No Objection shall be raised to the changes in the draft bye-laws as may be required by the Registrar of Co-operative Societies and/or other Concerned Authorities. The Purchaser shall be bound from time to time to sign all the papers and documents and all other deeds as the Developer may require him/her/them to do from time to time for safeguarding the interest of the Developer and the Purchaser of other premises in the said Building. Failure to comply with the provisions of this clause will render this Agreement ipso facto to come to an end. The Purchaser shall ensure that as and when the Developer shall so require the Co-operative Society shall pass the necessary resolution confirming the right of the Developer, as aforesaid to carry out additional construction work on the said Building and structures on the said Land and also confirming the right of the Developer to sell on ownership basis other premises in the said Building to be constructed on the said Land.

45. Without prejudice to the right of the Developer to transfer the said Building to Co-operative Society as provided in this Agreement, the Developer shall also have a right to submit the said Building on the said Land (including additional structures that may be constructed thereon or portion or portions of the said Land to the provisions of the Maharashtra Apartment Ownership Act, 1970 (hereinafter for the sake of brevity referred to as "MAO ACT") and to require the Purchaser of the concerned premises to form themselves into an Association of Apartment Owners being a condominium as contemplated under the provisions of MAO Act and the Rules framed thereunder. In the event of the Developer determining that, the Purchaser of the premises in any one or more Buildings on the said Land should form themselves into an Association of Apartments Owners as contemplated by the MAO ACT, all the Purchasers of the concerned premises shall sign such declarations, agreements, papers and deeds of undertaking as may be required to be signed and

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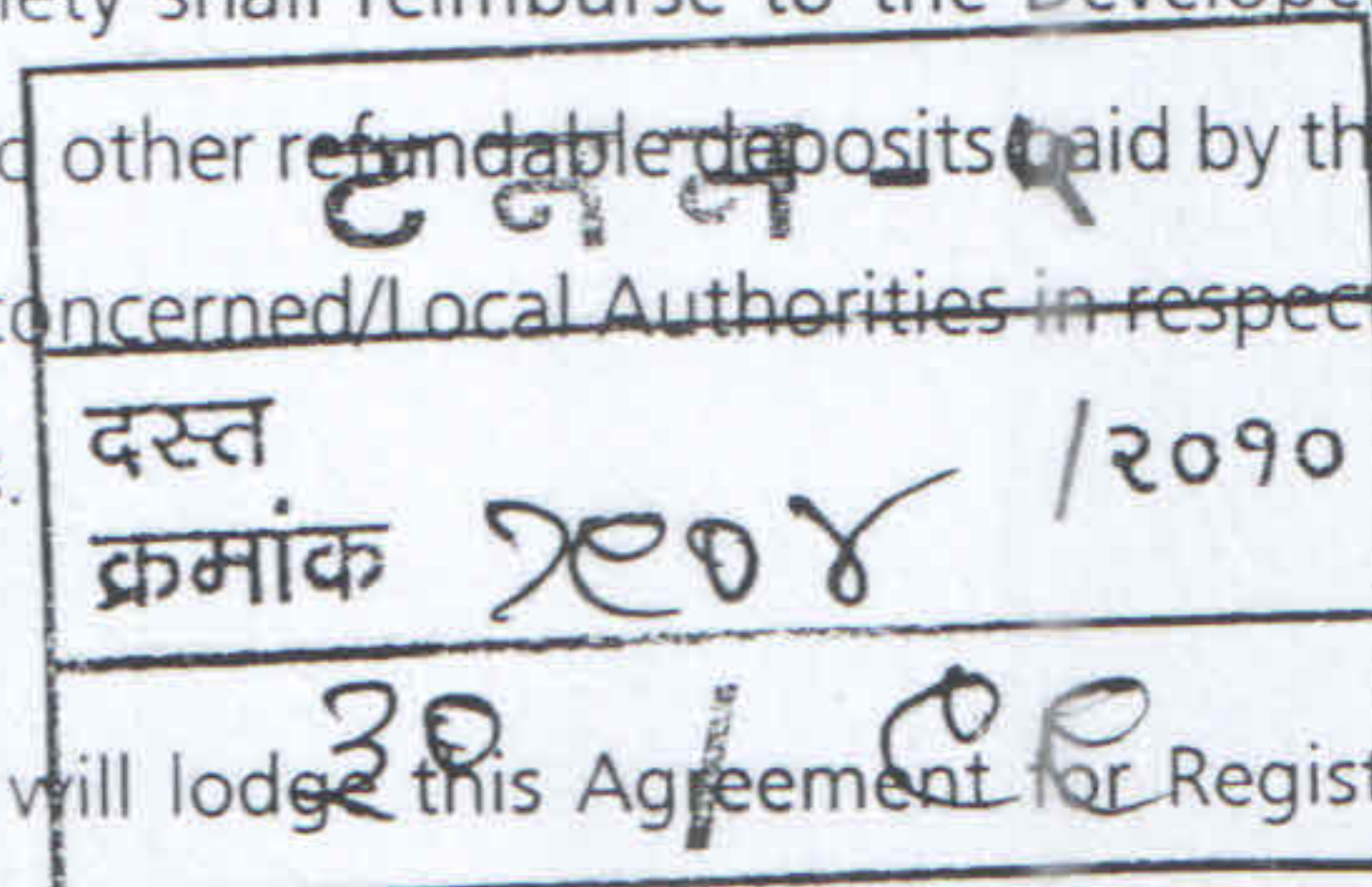
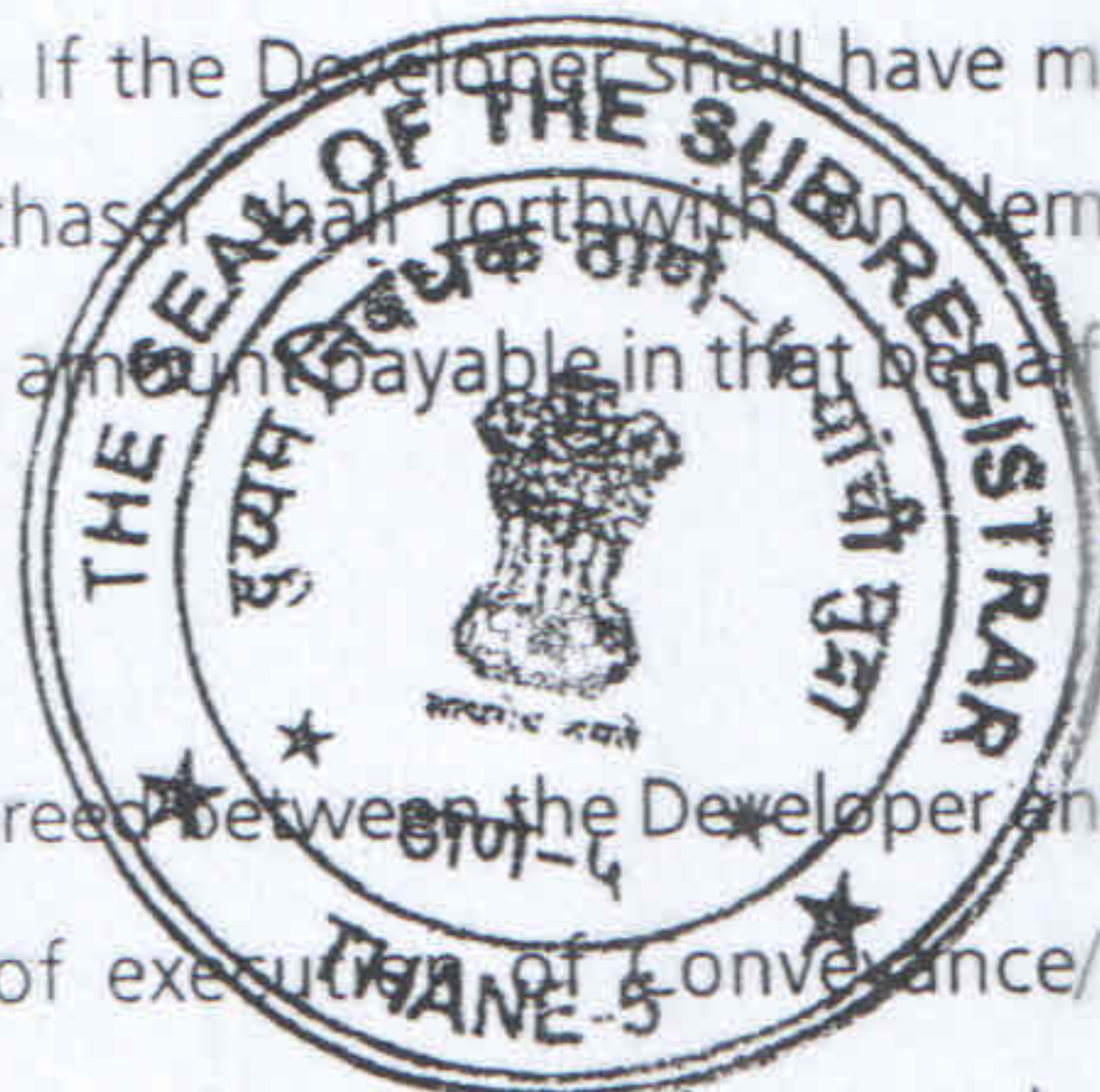
51. After the possession of the said premises is handed over to the Purchaser, if any additions or alterations in or about or relating to the said Building area required to be carried out by the Government, Local Authority or any other Statutory Authority, the same shall be carried out by the Purchaser of various premises in the said Building at his/her/their own costs and the Developer shall not be in any manner liable or responsible for the same.

52. The Purchaser shall not do or permit to be done any act or thing which may render void or voidable insurance (if any) of any premises or any part of the said Building or cause any increased premium to be payable in respect thereof or which may be likely to cause nuisance or annoyance to the users and occupiers in the said Building.

53. The Purchaser hereby agrees that in the event of any amount by way of premium or security deposit or fire, cess, betterment charges or development tax or security deposit for the purpose of obtaining water connection for the said Building or for any other purpose in respect of the said Building or any other tax or payment of a similar nature is paid to the Thane Municipal Corporation or to the State Government or becoming payable at any time hereafter, the same shall be paid by the Purchaser to the Developer forthwith on demand in proportion in which the area of the said premises agreed to be acquired by the Purchaser shall bear to the total built up area available for construction on the said Land and in determining such amount, the decision of the Developer shall be conclusive and binding upon the Purchaser. If the Developer shall have made such payment, then the Purchaser shall forthwith on demand reimburse the Developer the amount payable in that behalf by the Purchaser as aforesaid.

54. It is further agreed between the Developer and the Purchaser that at the time of execution of a Conveyance/Lease in favour of Co-operative Housing Society that may be formed by all the Purchasers; as stated in Clause 33 hereinabove, the Purchaser/s and/or the said society shall reimburse to the Developer cost of all permissions and other refundable deposits paid by the Developer to the various concerned Local Authorities in respect of the said Tower Buildings.

55. The Purchaser will lodge this Agreement for Registration with Sub-Registrar of Assurances at Thane and the Developer or their representative will attend the Sub-Registrar and admit execution



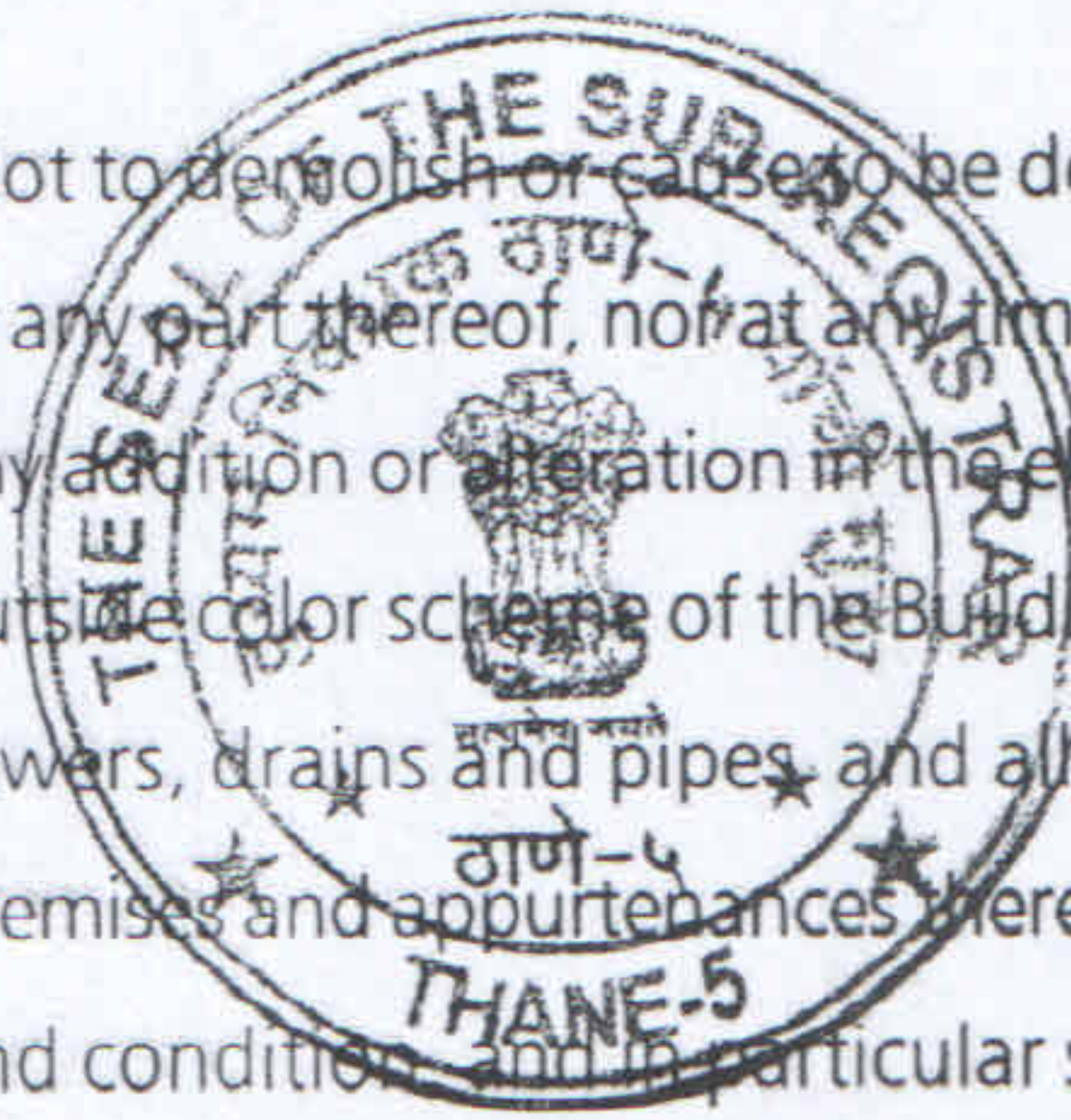
thereof after the Purchaser inform them of the number under which it is lodged for registration by the Purchaser. The Purchaser shall lodge this Agreement for registration within a week from the date hereof and in any event not later than a month from the date hereof.

56. The Deed of Conveyance/Lease and other documents for transferring the right, title and interest of the said Land being land appurtenant to the said Building along with the said Tower Buildings, as the case may be, shall be prepared by the Developer's Advocate and the same will contain such covenants and conditions as the said Advocate shall think reasonable and necessary having regard to the development of the said Land.
57. Any delay or indulgence by the Developer in enforcing the terms of the Agreement or any forbearance of giving of time to the Purchasers shall not be construed as a waiver on the part of the Developer 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 Developer
58. The Developer shall be entitled to alter the terms and conditions of the Agreements relating to the unsold premises in the said Building of which the aforesaid premises form part hereafter or even after the said Society is formed and the Purchaser shall have no right to object to the same.
59. The Purchaser himself with intention to bind all persons into whosoever hands the said premises may come or devolve doth hereby covenant with the Developer as follows:
- a. To maintain the said premises at Purchaser's costs in good tenable repair order and condition from the date of possession of the said premises is taken and shall not do or suffer to be done anything in or to the said Building in which the said premises is situated, and also in the staircase or passage which may be against the rules, regulations or bye-laws of the concerned local or any other authority or change/alter or make addition in or to the wings in which the said premises is situated and the said premises itself or any part thereof.

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b. Not slaughter any animals in the precincts of the society

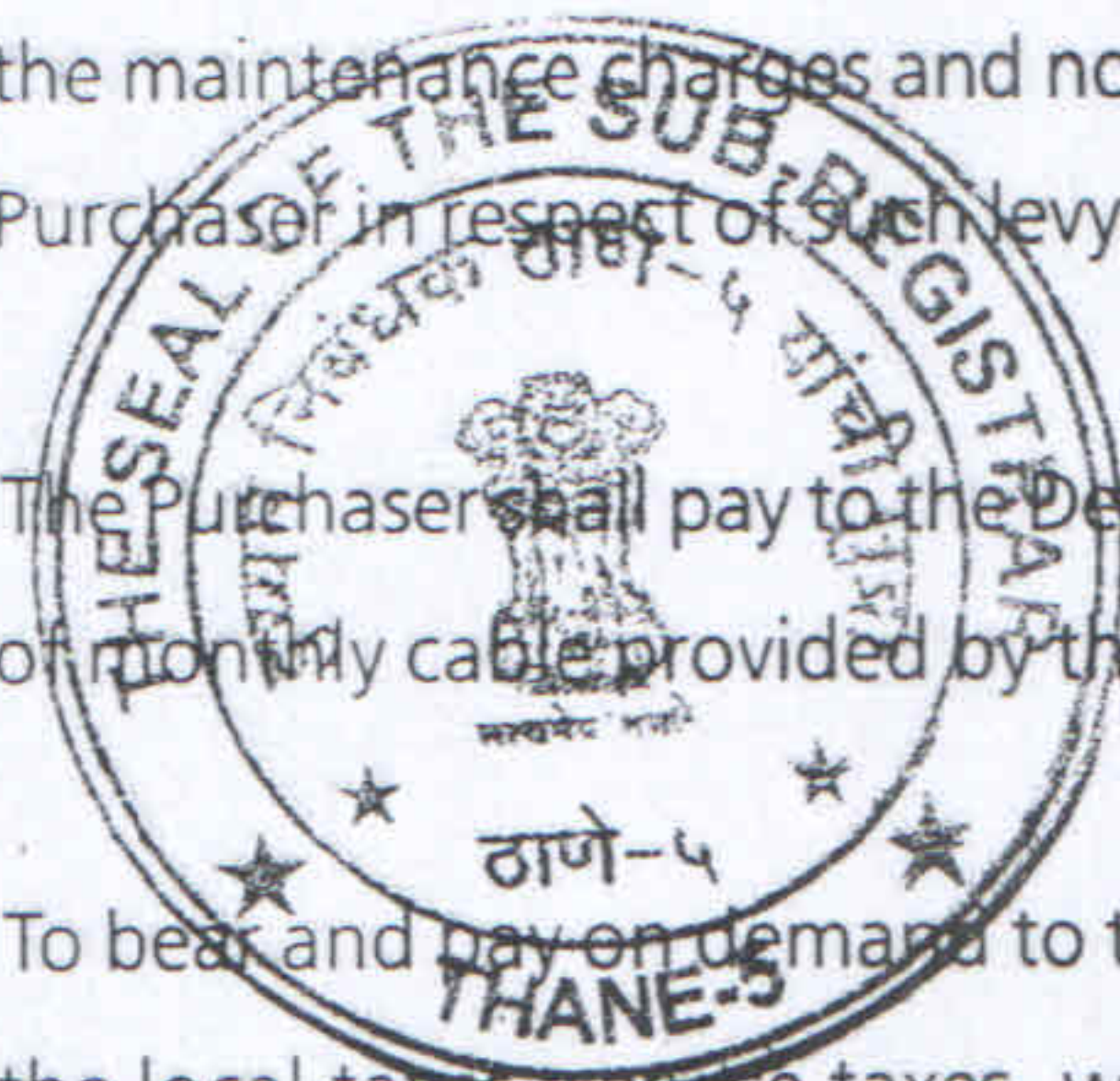
- c. Not to store in the said premises any goods which are of hazardous, combustible or dangerous nature or are so heavy so as to damage the construction or structure of the Building in which the premises are situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages to upper floors of the said Building which may damage or likely to damage the staircase, common passage or any other structure of the Building including entrances of the Building and in case if any damage is caused to the Building in which the said premises is situated on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequence of the breach and the decision of the Owners/ Developers/Body shall be final.
- d. To carry at his/her/its own cost all internal repairs to the said premises and maintain the said premises in the same condition, state and order in which they were delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in the Building in which the said premises are situated which may be forbidden by the rules and regulations and bye-laws of the concerned local authority and/or other public authority. And in the event of the Purchaser committing any act of contravention of the provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority/developers.
- e. Not to demolish or cause to be demolished the said premises or any part thereof, nor at any time make or cause to be made any addition or alteration in the elevation, section, details and outside color scheme of the Building and to keep the portion, sewers, drains and pipes and all other amenities in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other part of the said Building and the Purchaser shall not chisel or in any other manner damage the columns, beams, walls, slabs, or R.C.C. Partis or other structural members in the said premises without the prior written permission of the Developer and/or the Co-operative Society. In case, on account of any alterations being carried out by the Purchaser in the said premises (whether such alterations are permitted by the Concerned Authorities or not) if there shall be any damage to the adjoining premises or to the premises situated below or above the said premises (inclusive of leakage of water



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and damage to the drains), the Purchaser shall at his own costs and expenses repair such damage (including recurrence of such damages). In the event there is any damage to the R.C.C. Structure of the said premises then and in that event, the Developer reserves the right to cancel the agreement for sale and to take back possession of the same. The consideration paid shall be

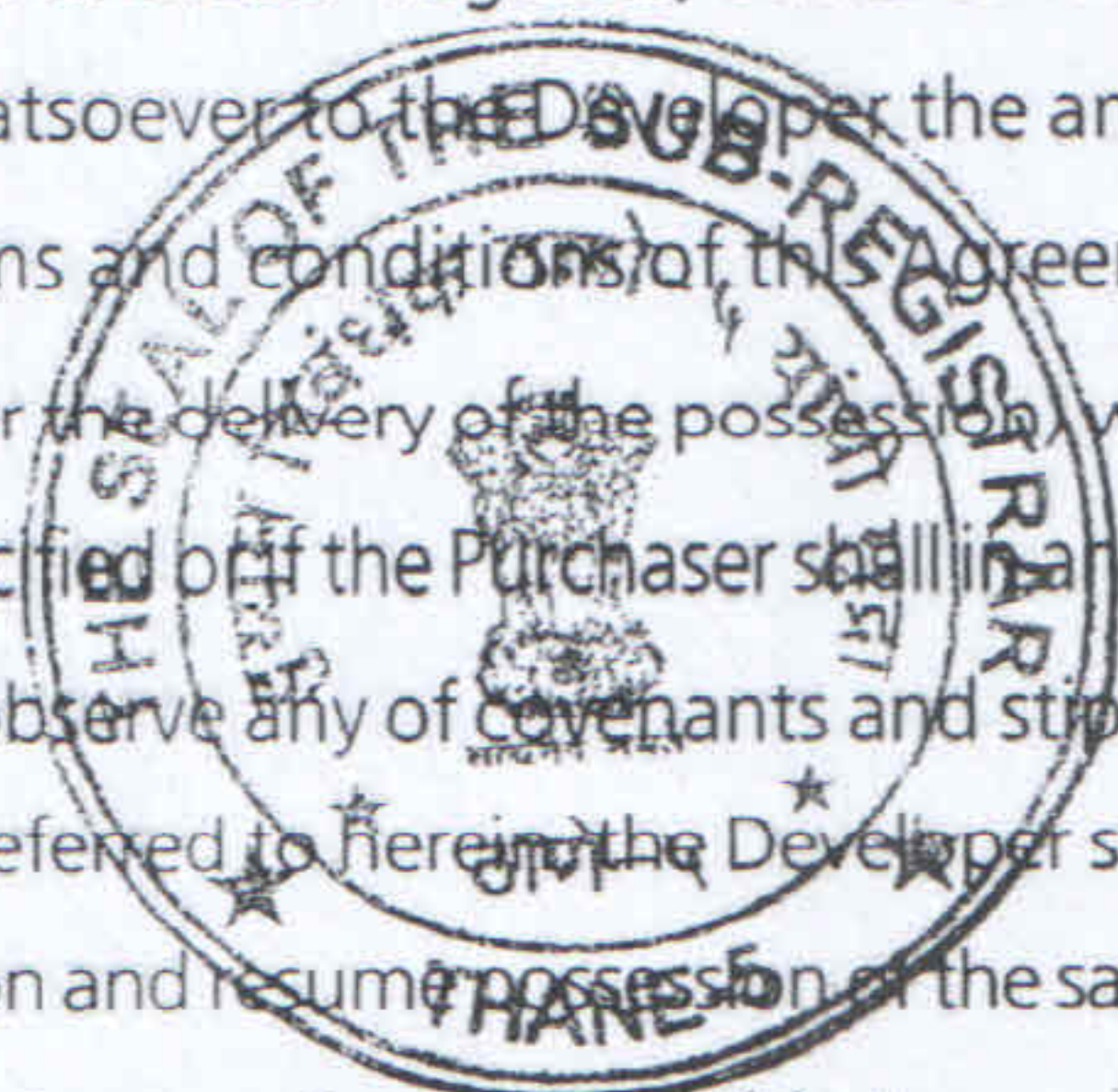
- f. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Building in which the premises are situated or any part thereof or whereby any increase in premium shall be payable in respect of the insurance.
- g. Not to throw dirt, rags, garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said Land and the said Building .
- h. Pay to the Developer within 7 days of demand by the Developer his share of security deposit demanded by the Concerned Local Authority or Government for giving water, electricity or any other service connection to the said Building.
- i. In the event the Purchaser leases or gives on license his apartment then the Purchaser shall be liable to pay 1.5 times the maintenance charges and no demur shall be raised by the Purchaser in respect of such levy of maintenance charges.
- j. The Purchaser shall pay to the Developer the charges in respect of monthly cable provided by the Developer.
- k. To bear and pay on demand to the Developer any increase in the local taxes, service taxes, water charges, insurance and such other levies or taxes, if any, which are imposed by the Concerned Local Authority and/or Government and/or the other Public Authority.
- l. The Purchaser shall not let, sublet, transfer, assign or part with the Purchaser's interest or benefit factor of this Agreement or the said premises or part with the possession of the said premises or any part thereof until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up and only if the Purchaser has not been guilty of breach or non-observances of any of the terms and conditions of this Agreement and until the Purchaser has obtained permission in



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writing of the Developer for the purpose. Such transfer shall only be in favour of the Transferee as may be approved by the Developer.

- m. The Purchaser shall observe and perform all the rules and regulations which the Co-operative Society may adopt at its inception and the additions, alterations of amendments thereof that may be made from time to time for protection and maintenance of the said premises therein and for the observance and performance of the rules, regulations and bye-laws for the time being of the Concerned Local Authority and of the Government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupation and use of the said premises and shall pay and contribute in accordance with the terms of this Agreement.
- n. The Purchaser shall permit the Developer and his Surveyors and Agents, with or without workmen and other, at all reasonable times to enter into and upon the said Land and Building or any part thereof to view and examine the state and condition thereof and the Purchaser shall make good the repair, if any, required, by the Owners/Developer, within fifteen days of giving such notice in writing by the Developer to the Purchaser.
- o. To observe and perform all the terms and conditions and the covenants to be observed and performed by the Purchaser as set out in this Agreement (including in the Recitals thereof). If the Purchaser neglects, omits or fails to pay for any reasons whatsoever to the Developer the amount payable under the terms and conditions of this Agreement (whether before or after the delivery of the possession) within the time hereinafter specified or if the Purchaser shall in any other way fail to perform or observe any of covenants and stipulations herein contained or referred to herein the Developer shall be entitled to re-enter upon and resume possession of the said premises and everything whatsoever therein and this Agreement shall cease and stand terminated. The Purchaser herein agrees that on the Developer re-entry on the premises as aforesaid, all the right, title and interest of and Purchaser in the said premises and under this Agreement shall cease and the Purchaser shall also be liable for immediate ejection as trespasser. The Purchaser shall thereupon cease to have any right or interest in the said



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premises. In that event, all the monies paid herein by the Purchaser (except the outgoings and apportionable to the said premises till the date of such termination) shall within ninety days after such termination be refunded by the Developer to the Purchaser.

- p. Irrespective of dispute if any, arising between the Developer and the Purchaser and/or the said Co-operative Society all amounts, Contribution and deposits including amounts payable by the Purchaser to the Developer under this Agreement shall always be paid punctually by the Purchaser to the Developer and shall not be withheld by the Purchaser for any reasons whatsoever.
- q. It is clarified that upon formation of the Body, such of the undertakings given above by the Purchaser to the Developers as shall be necessary, shall be deemed to have been given by the Purchaser to the Body.

60. It is agreed between the Developer and the Purchaser, that commencing a week after the notice in writing is given by the Developer to the Purchaser that the said premises is ready for use and occupation, the Purchaser shall be liable to pay the proportionate share (i.e. in proportion to the floor area of the said premises) of all outgoings in respect of the said Land and the said Buildings including local taxes, cess, rates and other charges betterment charges (except assessment taxes) as levied by the Local Authority and/or the Government including water charges, insurance charges, common lights, repairs salaries of clerks Bill Collector's charges, chowkidars and sweepers charges, maintenance charges and all other expenses necessary and incidental to the administration, management and maintenance of the said Land and the said Buildings and until Buildings with land appurtenant thereto is transferred to the co-operative society, as the case may be. The Purchaser shall thus pay to the Developer the proportionate share of outgoings as the same are incurred by the Developer. The Purchaser further agrees that till the Purchaser share is so determined the Purchaser shall pay to the Developer, the provisional monthly contribution of Rs. 4060 /- (Rupees Rupees Four Thousand Sixty Only only)

per month towards such outgoings, levies and taxes and the amount so paid by the Purchaser to the Developer shall not carry any interest and if there is any deficit in respect of such provisional monthly

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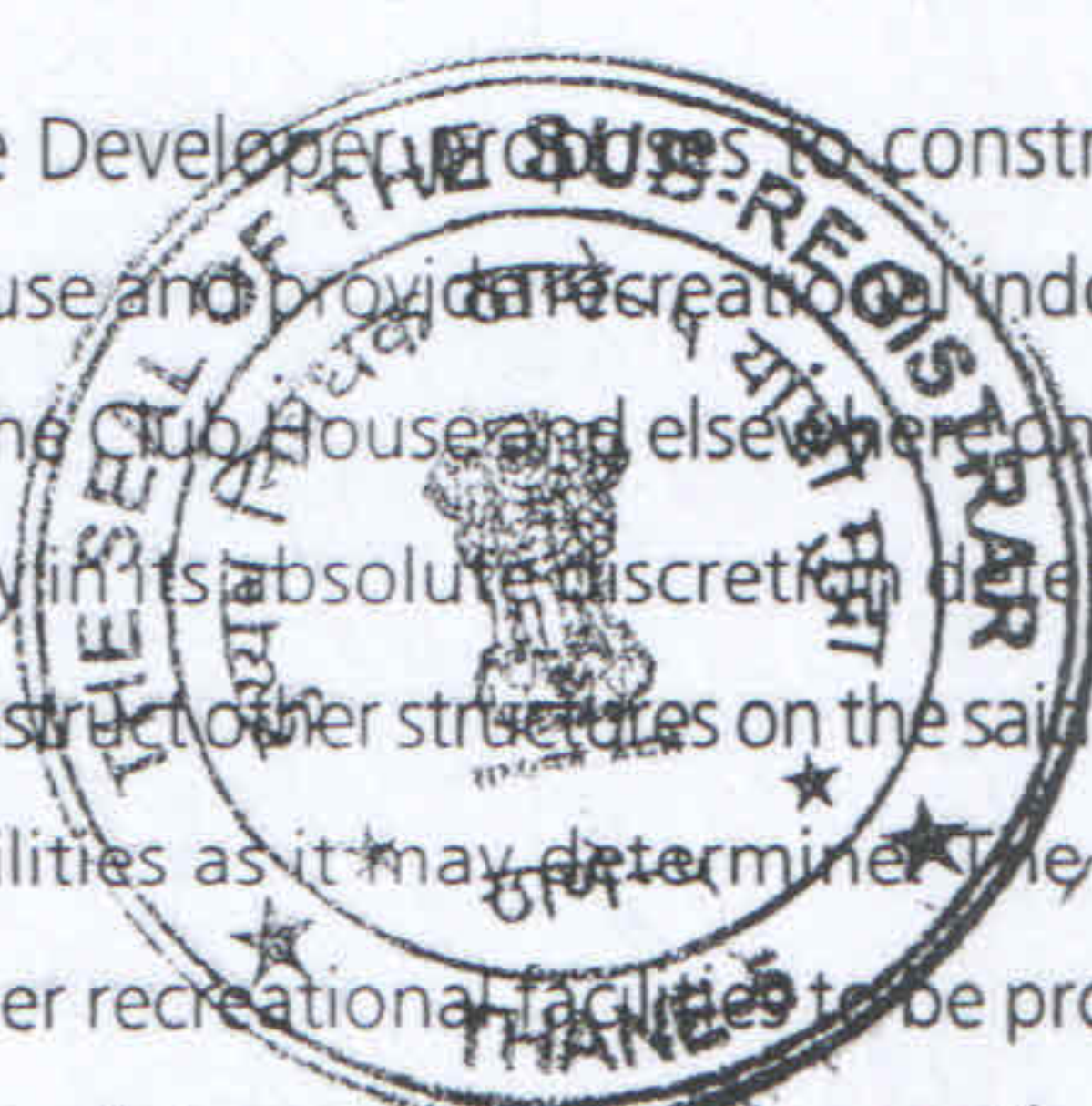
क्रमांक १००४ / २०१०

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contribution during the Developer making payment of all the outgoings as mentioned above, the Purchaser shall forthwith on demand pay to the Developer his proportionate share to make up such deficit. The Purchaser undertakes to pay such provisional monthly contribution and thereafter such proportionate share of outgoings and charges regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. Failure on the part of the Purchaser to pay the monthly contribution within the stipulated time shall entitle the Developer to cut off the essential supply to the said premises. Such essential supply shall be restored only after the Purchaser shall have cleared all arrears as aforesaid. It is further herein specifically provided that, the Purchaser shall be entitled to the possession of the said flats on payment of entire consideration amount payable to the Developer by the Purchaser under the terms of this Agreement and further only after the Developer has received the occupation certificate from the Thane Municipal Corporation in respect of the said flats. However, if the Purchaser desires to have possession of the said flats after the same is ready and fit for occupation, before the grant of the occupation certificate by the Thane Municipal Corporation and provided the Purchaser has paid the entire consideration amount as per the terms of this Agreement, then the possession of the said flats shall be taken by the Purchaser at his own risk and costs. Further, in such an event the Purchaser shall be liable to pay the necessary enhanced charges/penalties that may be levied by the Thane Municipal Corporation or B.S.E.S. if the possession of the flat is taken by the Purchaser before the grant of occupation certificate.

61. The Developer is to construct on the said Land, a Club House and provide recreational indoor and outdoor game facilities in the Club House and elsewhere on the said Land as the Developer may in its absolute discretion determine. The Developer may also construct other structures on the said Land to house other recreational facilities as it may determine. The use of the Club House and all other recreational facilities to be provided on the said Land shall be on such terms and conditions as the Developer may determine. The Developer also reserves the right to modify and delete any one or more of the facilities so represented to be granted on the said Land. It is expressly agreed that no right, title and interest of any nature

whatsoever shall be created in respect of the said recreational facilities in favour of the Purchaser herein or any of the Purchasers of premises in the Tower Buildings to be constructed on the said Land and the said recreational facilities shall not be treated as amenities to be

	
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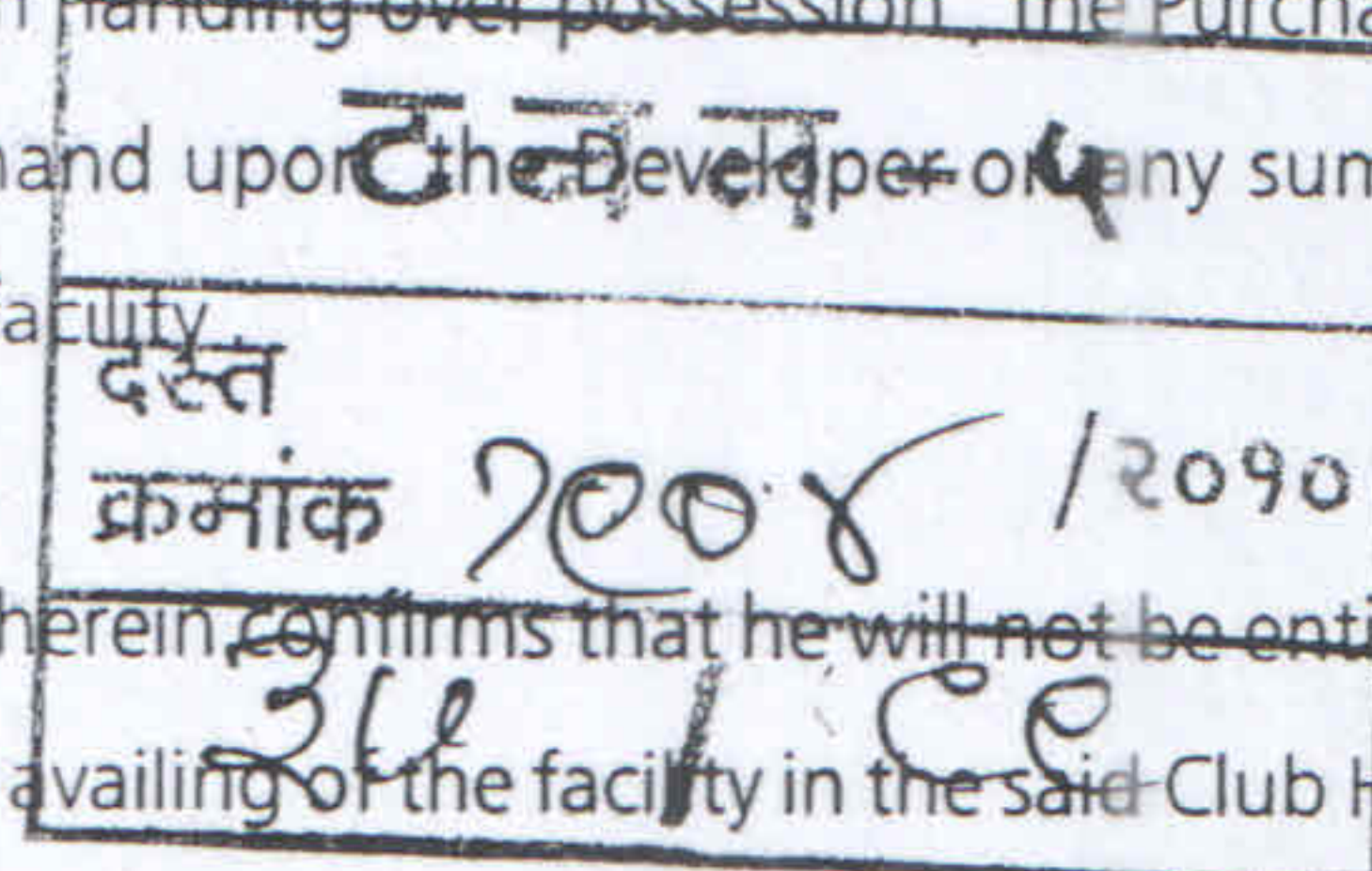
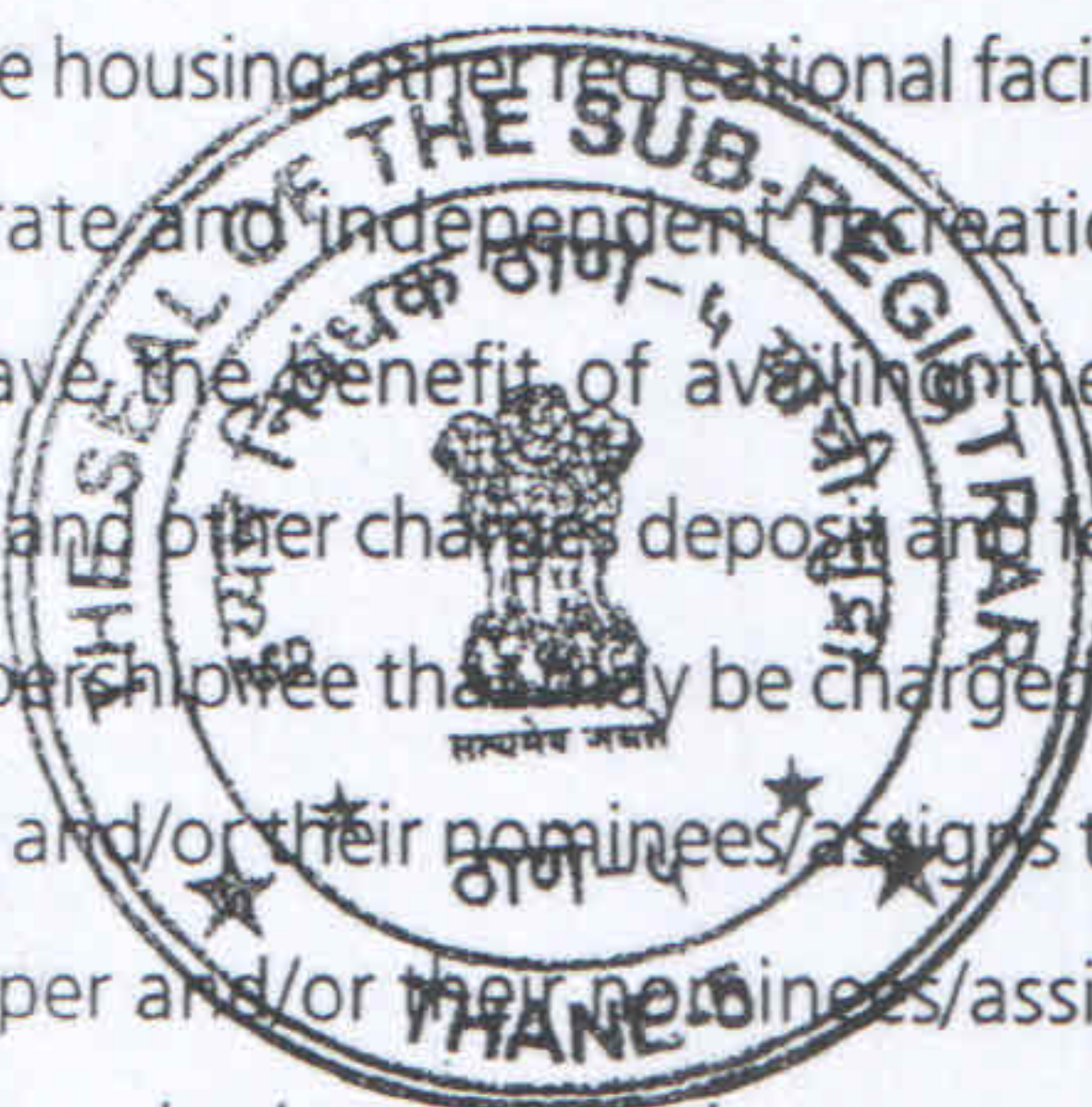


provided to the Purchaser under this Agreement or as facilities/ amenities attached to the premises agreed to be sold to the Purchaser under this agreement. The purchase price charged to the Purchaser in respect of the said premises does not include any amount to be expended by the Developer towards the construction of the said Club House and all other recreational structure/areas etc. The Developer reserves the right to terminate the club membership of any purchaser if the behavior of the Purchaser is not fit and proper.

62. The Developer reserves the right to alter/delete/modify any facilities proposed to be made available on the said Land .

63. The Developer shall be the absolute Owner of the said Club House and the structure housing other recreational facilities as aforesaid and other separate and independent recreational facilities and shall be entitled to deal with and dispose of the same. The Developer shall be entitled to regulate the admission to the Club House and/or the structure housing the recreational facility provided in the said Club House and such structure and/or such separate and independent facilities and as to the user thereof and to recover charges from those availing of the said facilities as determined by the Developer. The Purchaser herein nor any other persons purchasing flats and premises in the said Building shall have any right or authority to claim admission in the Club House and/or to the structures housing other recreational facilities and/or to avail of the same and only those who are specifically permitted by the Developer and/or the Purchaser from them, in respect of the Club House and/or in respect of the structure housing other recreational facilities and/or in respect of such separate and independent recreational facilities will be entitled to have the benefit of availing the aforesaid facilities. Whatever fees and other charges deposit and fees including entrance fee and membership fee that may be charged from time to time by the Developer and/or their nominees/assigns the same shall belong to the Developer and/or their nominees/assigns and none of the them shall be required to account in any manner in respect thereof to the Purchaser herein and/or the Purchasers of other premises. In the event the Developer is unable to provide Club House facility immediately on handing over possession, the Purchaser shall not make any demand upon the Developer or any sums deposited towards such facility.

64. The Purchaser herein confirms that he will not be entitled to make any claim as to availing of the facility in the said Club House and/or



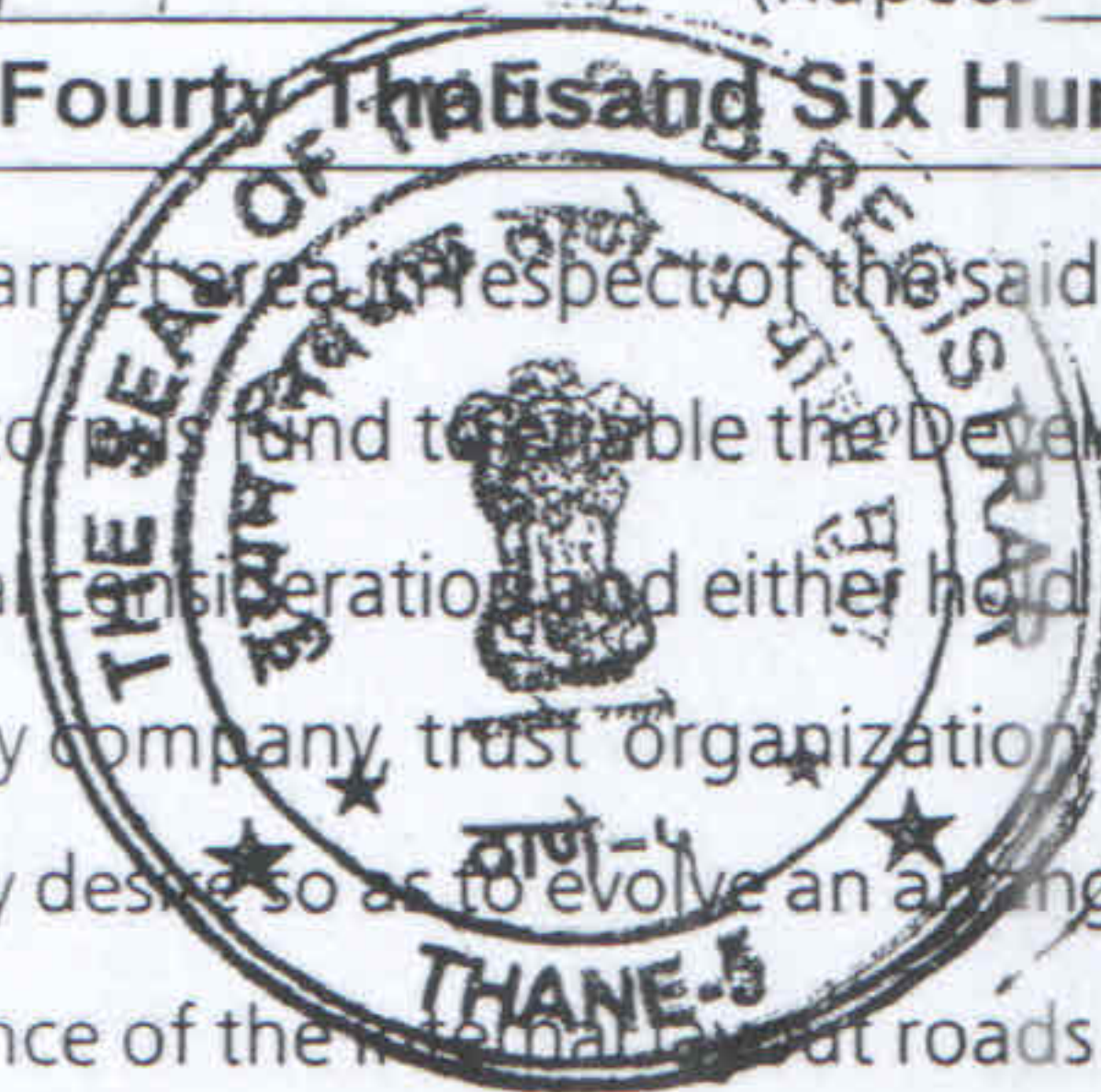
the structure housing other recreation facility and/or of such separate and independent recreational facility and/or to require the Developer and/or their assigns to render any account in respect of the monies received by them from the person availing such facilities and such receipts shall belong absolutely to the Developer and/or their nominees/assigns of the said Club House and/or of the structure housing such other recreational facilities and/or such separate and independent recreational facilities as aforesaid.

65. The Purchaser is hereby informed that the Developer shall also construct and make available within the Tower Buildings such facilities, not determined for the time being, right of which is reserved by the Developer. Availing of which said facilities shall be optional and left to the discretion of the Purchaser as to whether the Purchaser wishes to opt for and avail of such facilities. In the event the Purchaser deciding to opt for availing such facilities then the Purchaser shall be required to pay the necessary charges, expenses, fees etc. that shall be required to be paid for enjoying/availing of such facilities and in the event of the Purchaser failing to pay the necessary charges, expenses, fees etc. or committing breach of the conditions laid down by the persons concerned for providing such facilities, then the said facilities shall be withdrawn forthwith on such default/ breach being made by the Purchaser or until such period and determined by such persons.

66. Notwithstanding what is contained herein to the contrary it is further agreed between the Developer and the Purchaser that the Purchaser shall pay additional amount at the rate of Rs. 40600 /- (Rupees

Rupees Forty Thousand Six Hundred Only only)

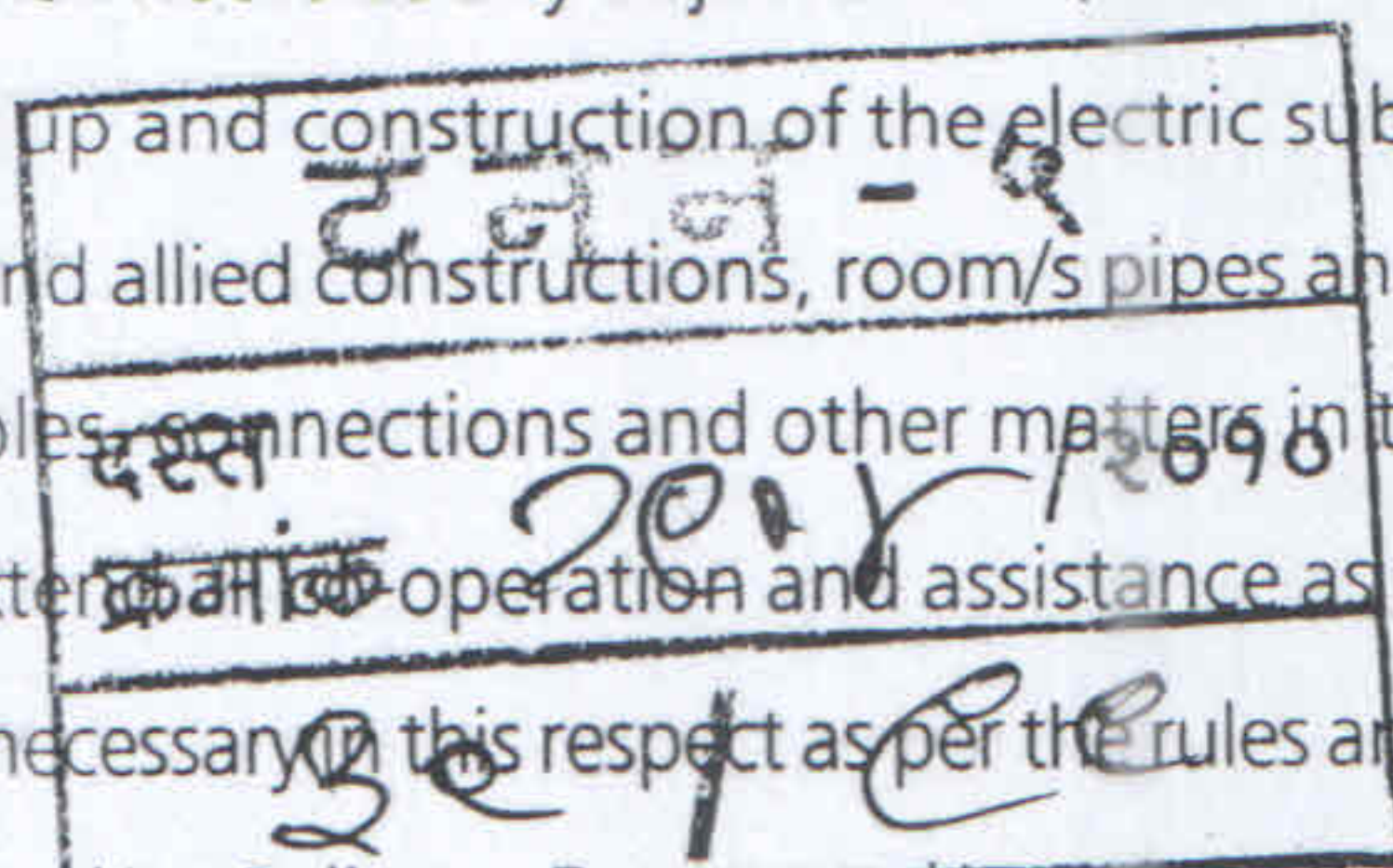
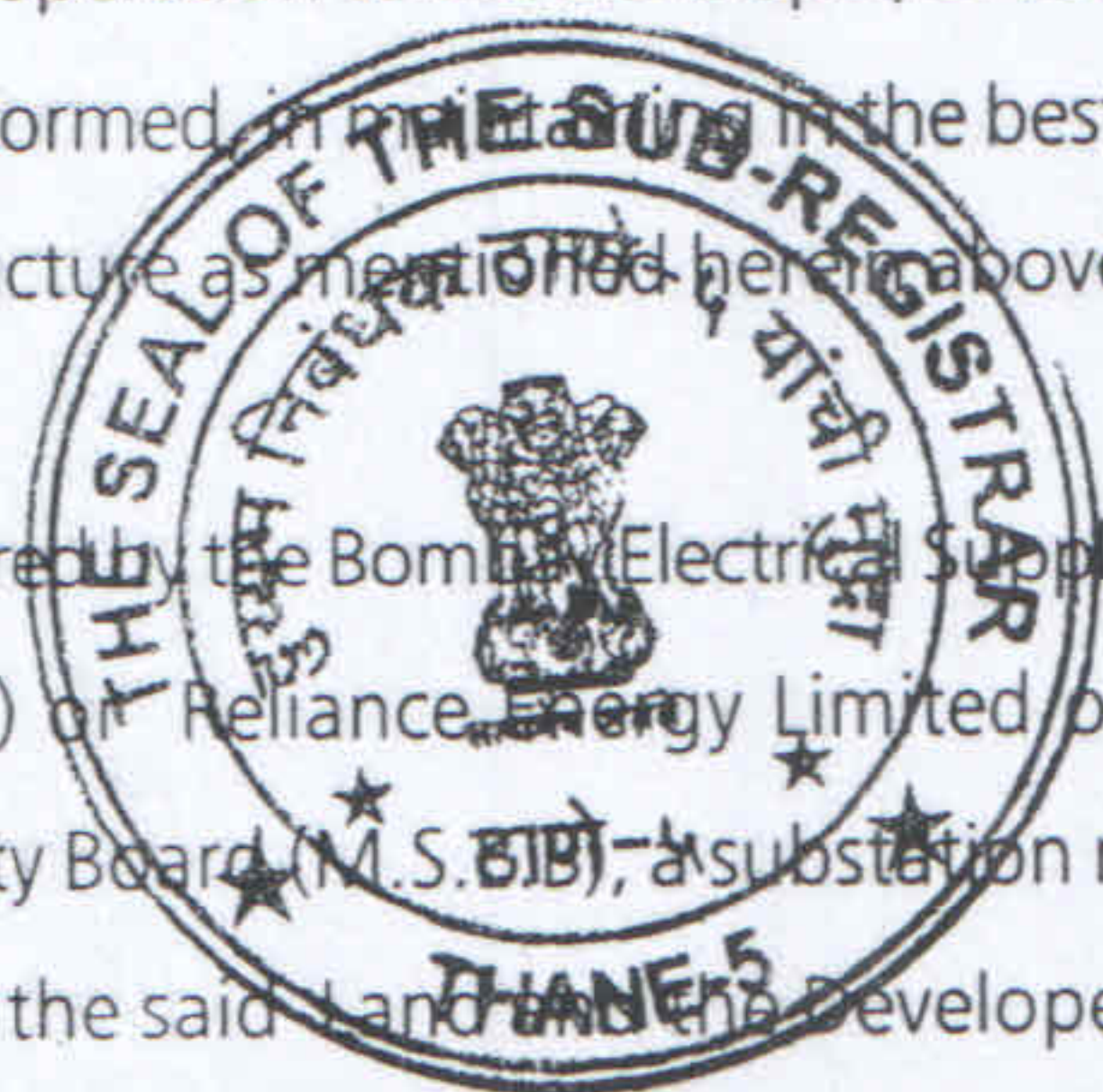
carpet area in respect of the said premises as and by way towards compensation to enable the Developer to appropriate such additional consideration and either hold the same personally or through any company, trust, organization or institution as the Developer may desire so as to evolve an arrangement whereby for the maintenance of the internal roads and repairs thereof including street lighting and Play Ground etc. forming part of the said Land is managed by the Developer and/or the institution or Body nominated by the Developer and the Developer will have full right, absolute authority and good power to invest the said amount or amounts in the manner deemed fit by the Developer and the Purchaser shall have no right to the said amount and the Purchaser shall not claim either refund thereof or hold the Developer liable in



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that behalf in any manner whatsoever. It is agreed that the Developer shall be entitled to utilize the said amount till the same are exhausted for the purpose of the aforesaid Agreement in respect of the maintenance of internal layout roads and repairs thereof including street lighting and playground etc. It is also accepted and confirmed that the Developer will take reasonable care in evolving arrangement for the aforesaid maintenance work and make diligent efforts in that behalf. However, the Developer shall not be liable for any act of commission or omission or failure in maintenance or repairs of internal layout, roads, street lighting, playground and other areas by reason of the fact that the aforesaid amount is paid by the Purchaser to the Developer and the Developer will endeavor in reasonable manner establish a body or institution as the Developer may deem fit so as to maintain the said internal layout roads, street lighting, playground etc. through the medium of such institution or body as the case may be. The Purchaser declares and confirms that the payment of the said sum as stated herein above is over and above the purchase price and also the various deposit agreed to be paid by the Purchaser and it shall not be set off or adjusted against any other amount or amounts in any manner whatsoever. The Purchaser also agrees to pay such further amount to Developer or such institution or Body nominated by the Developer for the expenses to be incurred in connection with the upkeep maintenance of the above said facilities and the Purchaser hereby agrees to render all such co-operation to the Developer, or such institution or Body that may be formed, in maintaining in the best possible manner all such infrastructure as mentioned herein above of the said Land.

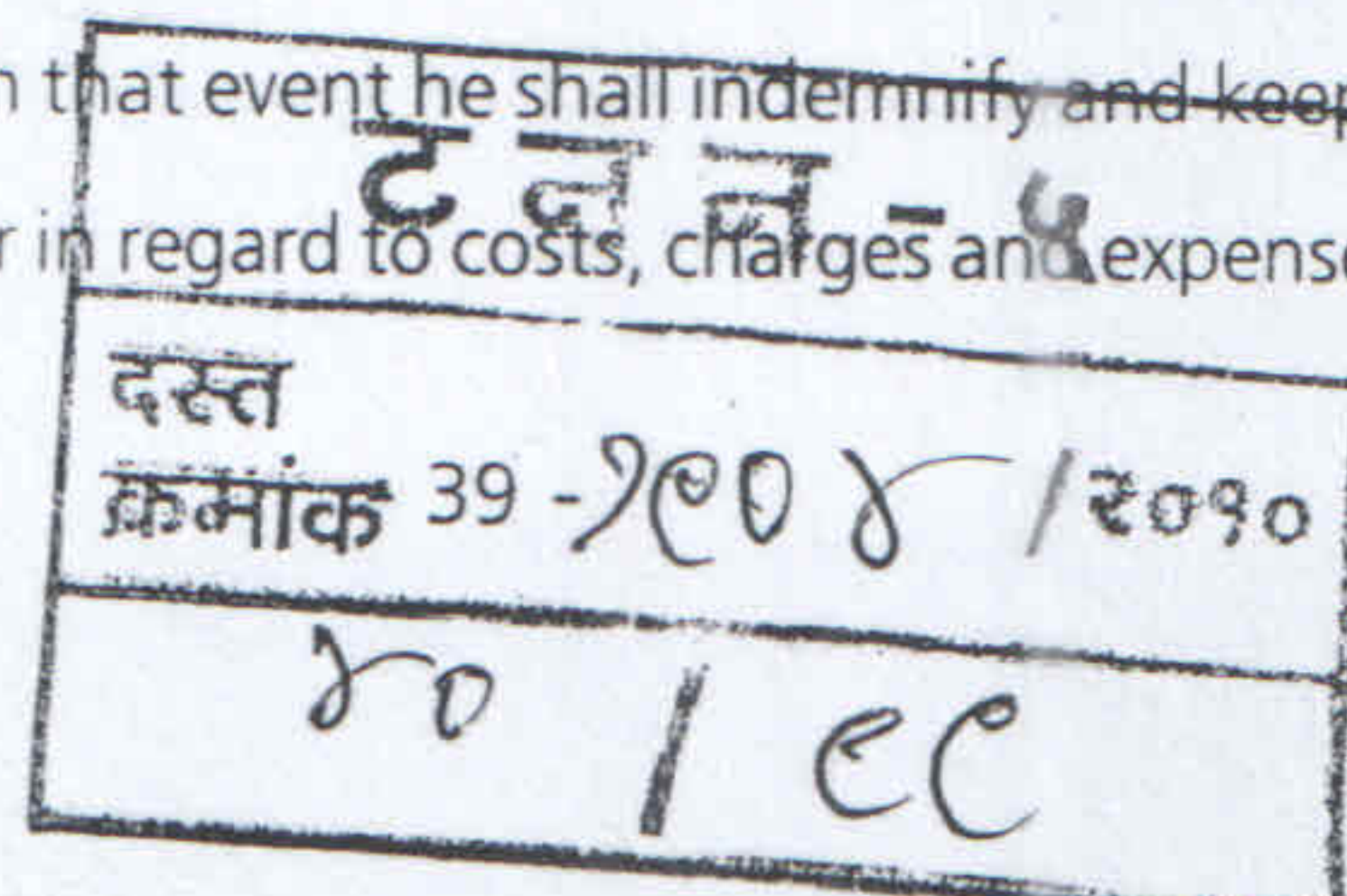
67. As required by the Bombay Electrical Supply & Transport Undertaking (B.E.S.T.) or Reliance Energy Limited or the Maharashtra State Electricity Board (M.S.E.B.), a substation room shall be provided to them in the said Land and the Developer shall execute a Deed of Lease/Sublease with the B.E.S.T. and/or Reliance Energy Limited and/or the M.S.E.B. in this connection as may be required. The Purchaser shall not raise any objection and/or obstruction towards the putting up and construction of the electric substation and its structures and allied constructions, room/s pipes and boxes electric meters, cables connections and other matters in this connection and shall extend all co-operation and assistance as may, from time to time, be necessary in this respect as per the rules and requirements of B.E.S.T. and/or Reliance Energy and/or M.S.E.B. and/or M.T.N.L. All letters, circulars, receipts and/or notices issued by the Developer dispatched under certificate of posting to the address known to



them of the Purchaser will be a sufficient proof of the receipt of the same by the Purchaser and shall completely and effectually discharge the Developer. For this purpose, the Purchaser has given the address specified below:-

P.U.108, Pitampura, New Delhi-110 088

68. All costs, charges and expenses in connection with the formation of the Co-operative society as well as the costs, charges and expenses of preparing engrossing stamping and registering this and all other agreements, covenants deeds including Deed of Apartment or any other documents required to be executed by the Developer/owner and/or the Purchaser out of pocket expenses and all costs, charges and expenses arising out of or under these presents as well as the entire professional cost of the Advocates or Solicitors for the Developer including preparing and approving all such documents shall be borne and paid by the acquirers of the tenements or by the Society proportionately including the Purchaser herein. The Developer shall not contribute anything towards such expenses. The proportionate share of costs, charges and expenses payable by the Purchaser herein shall be paid by the Purchaser immediately on demand. The Purchaser shall on demand pay to the Developer his proportionate share in regard to the above. The amount payable under this clause is in addition to the amount as mentioned in clause 9 above. It is expressly agreed, accepted and confirmed and the same shall be mandatory under the terms of this Agreement for the Purchaser to pay the requisite stamp duty and registration charges payable as per the existing laws and provisions governed by the Bombay Stamp Duty or existing when the same shall be paid by the Purchaser in respect of this Agreement in the circumstances as mentioned herein above. The requisite stamp duty and registration charges shall be paid by the Purchaser at the time of execution of this Agreement and/or if the Purchaser in the event opting to pay the stamp duty and the necessary registration charges at the time of delivery of the possession of the said premises, then the Purchaser shall be liable to pay the necessary stamp duty (penalties if any) and registration charges as per the existing laws prevailing at that point of time and in that event he shall indemnify and keep indemnified the Developer in regard to costs, charges and expenses incurred by



the Developer and/or any damages suffered by the Developer on account of the Purchaser/s opting to defer the payment of the Stamp Duty.

69. This Agreement shall be executed in triplicate, the original shall be lodged by the Purchaser/s for registration with the Sub-Registrar of Assurance Thane as required under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale Management and Transfer) Act, 1963, the duplicate shall be retained by the Developer and the triplicate shall be retained by the Purchaser/s. The Purchaser/s shall lodge for registration the original Agreement with the Sub-Registrar of Assurance, Thane, within the time specified under the registration Act and shall immediately intimate to the Developer about the same. The Developer shall on receiving the said intimation attend the office of Sub-Registrar of Assurance Thane and admit execution thereof. If the Purchaser/s shall fail to lodge the original Agreement for registration with the Sub-Registrar of Assurance Thane within the time specified under the Registration Act the Purchaser/s be responsible and shall also be liable for all the consequences arising under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963. After receiving the intimations about the lodging of the Agreement for registration by the Purchaser/s if the Developer shall fail to admit execution, then the Developer shall be responsible for the consequences that may arise under the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 on account of such failure to admit execution thereof. It is clarified and understood by and between the parties hereto that the responsibilities to lodge this Agreement for registration with the Sub-Registrar of Assurance Thane shall be of the Purchaser/s only.

70. This Agreement shall always be subject to the provisions of the Maharashtra Ownership of Flats Act 1963 and to the rules made thereunder.

THE FIRST SCHEDULE ABOVE REFERRED TO:

Sr. No.

टनन - ५	
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52/1	100

AREA(SQ.MTS.)

1.

52/1

3148.76

2.

52/2

10903.45

3.	53 pt	6112.03
4.	70/10 pt	417.95
5.	70/11	402.03
6.	70/2 pt	582.10
7.	70/3	480
8.	71/1 pt	3912.25
9.	71/5	450
10.	72/1	2391.41
11.	72/4	1623
12.	72/6	364.98
13.	72/7	7536.17
14.	72/8	339
15.	72/10	88.79
	Total	38806.89

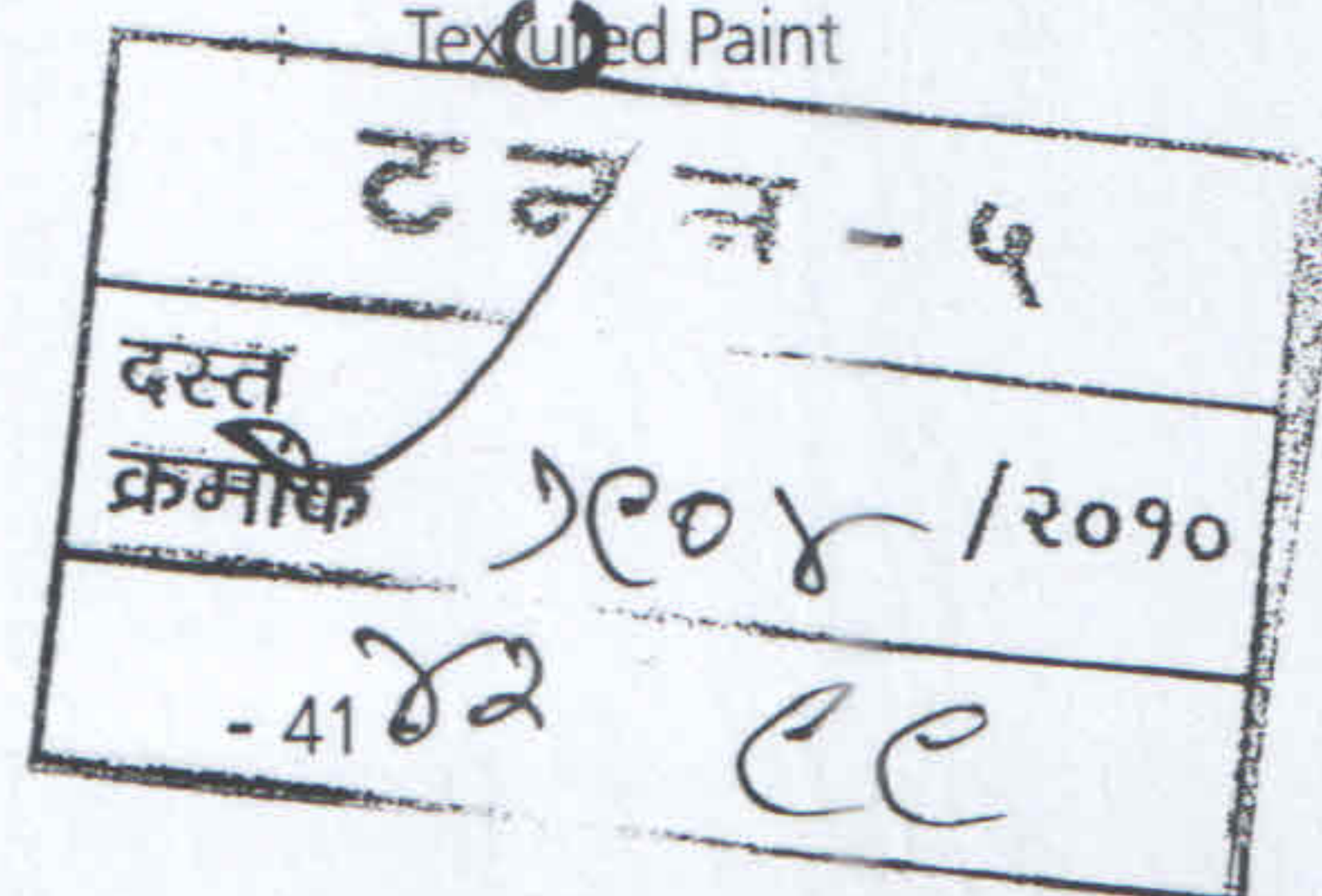
THE SECOND SCHEDULE ABOVE REFERRED TO:

Amenities, Fixtures and Fittings

A) Living Room / Passage / Dining / Bedrooms

Flooring	:	Vitrified Tiles
Doors	:	8'0" High decorative main door and 8'0" high flush with water cut paint finish in bedrooms
Hardware	:	Premium Quality
Wall Finishes	:	Gypsum/POP Plaster with Luster paint in living, dining passage and acrylic distemper paint in all bedrooms
Aluminium Windows	:	PVD Coated Aluminium Windows with Tinted Glass
Master Bed Flooring	:	Melamine Polished Wood Panel Flooring
Light Fittings	:	Premium Quality
External Finish	:	Textured Paint

B) Toilets



Flooring : Ceramic Tiles
 Dado : Vitrified Tiles
 Counter : Granite Counter
 C P Fittings : Premium Quality Fitting
 Sanitary Ware : Premium Quality Fitting
 Shower Area : Toughen Glass Clinal Pratition
 Doors : 8'0" high water proof flushdoor with water cut paint finish
 Ceiling : Gypsum / POP Plaster with Luster paint finish

C) Kitchen

Flooring : Vitrified Tiles
 Plateform : Granite or Korean / Nirali Sink / Equivalent Brand
 Dado (Full Height) : Vitrified tiles

D) Windows

PVDF Coated Aluminium : Windows with Tinted Glass with M.S. grill from inside

E) Intercom System

: Intercom in living and central intercom system with security and flat to flat.

F) Security System

: Magnetic Door Alarm , Panic Alarm, Keyboard Led (Display) Video Door Phone

G) Electrical

As per layout with Generator facilities for common areas

H) Solar System

Power Utilizer

H) Elevators

High Speed reputed brand automatic elevators

THE THIRD SCHEDULE ABOVE REFERRED TO:

A) Common Areas and facilities of the said premises in relation to the said Building.

1. The portion of the said land on which the plinth of the said Building shall be constructed and the common service lines such as electricity, water, drainage, common recreation areas.

B) The following facilities located throughout the Building.

1. Water tank located on the roof of the Building.

2. Plumbing network throughout the Building.
3. Electric wiring network throughout the Building.
4. Necessary light, telephone and public water connections.
5. The foundations and main walls, columns, girders, beams, and roofs of the Building.

C) The following facilities located in each of the upper floors are restricted common areas and facilities restricted to the premises of respective floor.

1. A lobby which gives access to the stairway from the said premises.

D) Percentage of undivided share of the said premises being the proportion, the area of the said premises bears to the total area of the layout area of the Building/area of the _____ floor.

1. Common areas and facilities relating to the said Land
2. Common areas and facilities relating to the said Building.
3. Restricted common areas and facilities on the _____ floor of the said Building on which the said premises is located.

NB: The aforesaid percentage is tentative and is liable to change in the event of there being a change in the layout of the Land and/or in the Building plans of the said Building.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal to this agreement on the day and the year first hereinabove written.



टनन - ५
दस्त क्रमांक २९०४ / २०१०
४४ / ९९

SIGNED, SEALED AND DELIVERED

by withinnamed 'OWNER'

Voltas Limited

in the presence of

1. MR. SATISH SHIRKE

2. MR. ANIL JADHAV

) SHETH DEVELOPERS PVT. LTD;

)
) **MUKESH L. SHAH**
) (CONSTITUTED ATTORNEY)



SIGNED, SEALED AND DELIVERED

by withinnamed 'DEVELOPER'

Sheth Developers Private Ltd.

in the presence of

1. MR. SATISH SHIRKE

2. MR. ANIL JADHAV

) SHETH DEVELOPERS PVT. LTD;

)
) **MUKESH L. SHAH**
) (CONSTITUTED ATTORNEY)

SIGNED AND DELIVERED

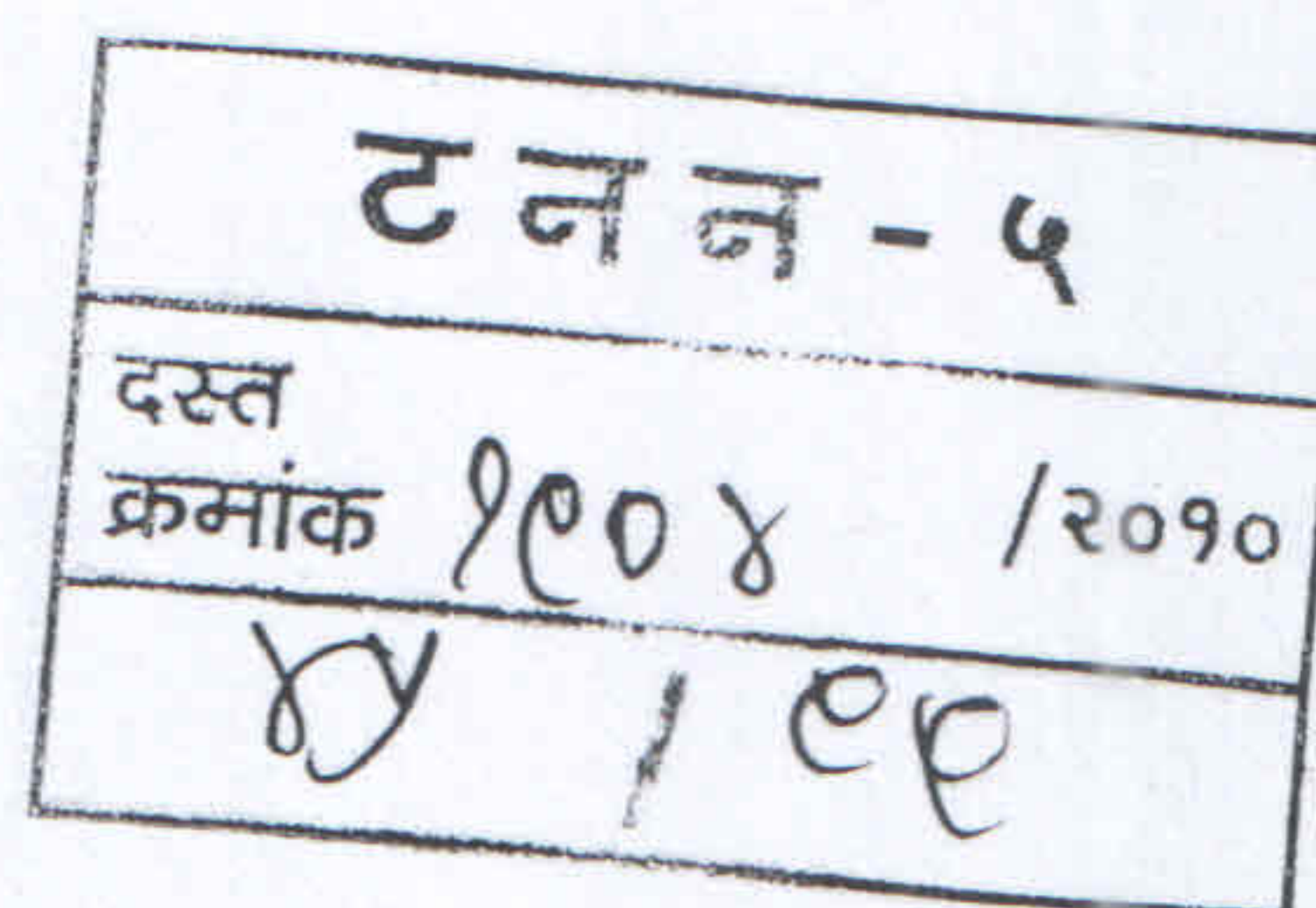
by withinnamed the 'PURCHASER/S'

Mr./Mrs./Ms./Messrs. MR. JAWAHAR SINGH SAROHA

in the presence of

1. MR. SATISH SHIRKE

2. MR. ANIL JADHAV



RECEIPT

RECEIVED on or before the day and year first hereinabove
written of and from within named the Purchaser
Mr./Mrs./Ms./Messrs MR. JAWAHAR SINGH SAROHA

the sum of Rs. 5,60,280 /-
(Rupees Rupees Five Lakhs Sixty Thousand Two Hundred Eighty Onl

only) being the amount with named to have been paid by
him/ her/them to us by Cash/Cheque No. 128001

17.05.2007 dated

drawn on

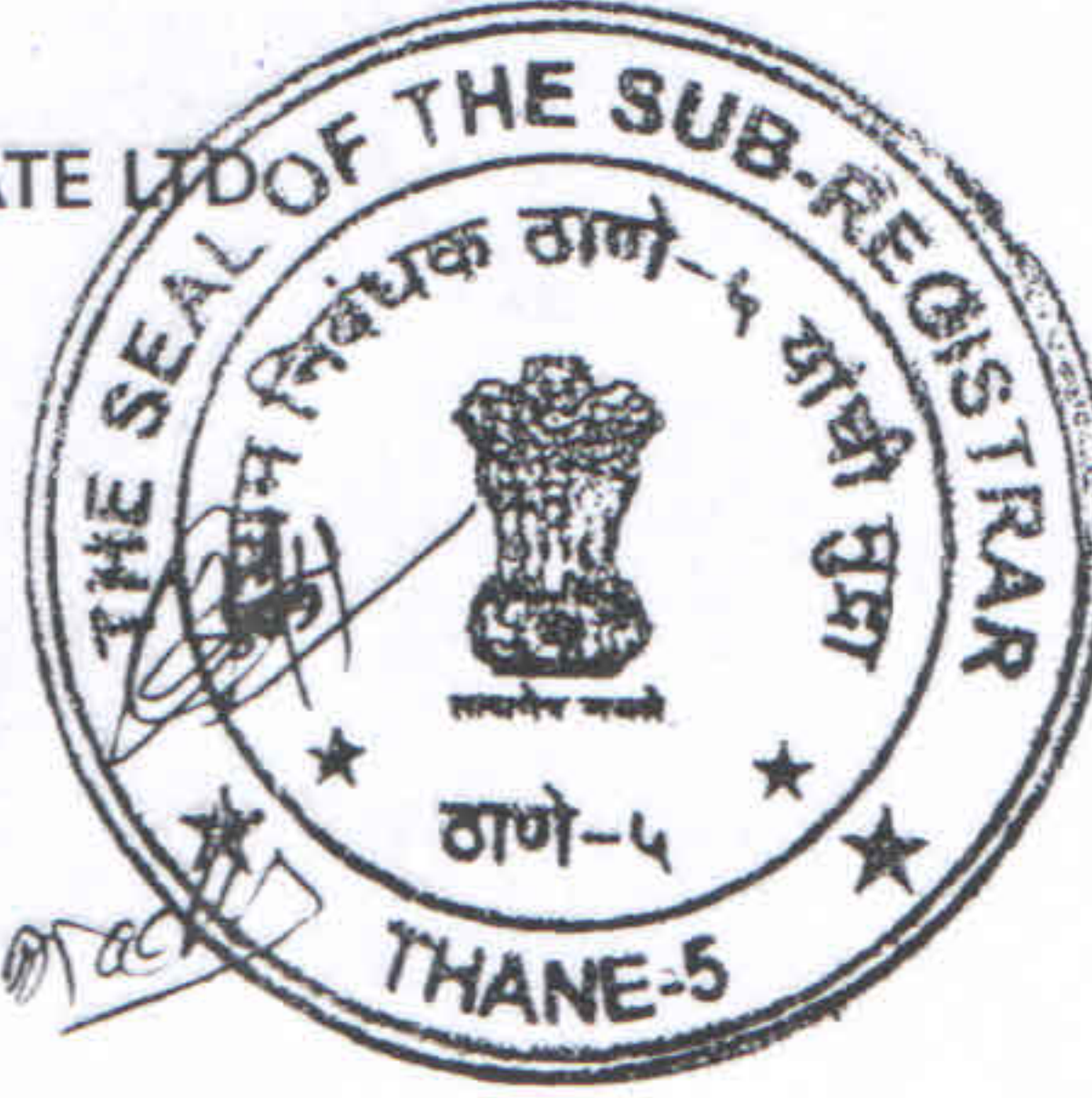
Corporation Bank, Mulund(W) Bank.

SHETH DEVELOPERS PVT. LTD;
I SAY RECEIVED

MUKESH D. SHAH
For SHETH DEVELOPERS PRIVATE LTD
(CONSTITUTIONAL ATTORNEY)

WITNESSES :

1. MR. SATISH SHIRKE
2. MR. ANIL JADHAV



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