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22/05/2018

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दुय्यम निबंधक : सह दु.नि. कुर्ला 4
दस्त क्रमांक : 6110/2018
नोंदणी :
Regn 63m

गावाचे नाव : तुंगवा

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	26353374
(3) बाजारभाव(भाडेपटटयाच्या बाबतीतपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	33905553
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई मनपा इतर वर्णन :सदनिका नं: पुनिट नं.-1401, माळा नं: 14वा मजला, इमारतीचे नाव: लोढा सुप्रिमस पवई, ब्लॉक नं: मुंबई, रोड नं: साकी विहार रोड, इतर माहिती: सोबत एक कार पार्किंग((C.T.S. Number : 182/ए-1 व दस्तात नमूद केल्याप्रमाणे ;))
(5) क्षेत्रफळ	1) 150.94 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-लोढा डेव्हलपर्स लि तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु. शैलेश मोरे वय:-28; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412, 4था मजला, 17जी वर्धमान चेंबर, कावसजी पटेल रोड, हॉर्निमन सर्कल, फोर्ट, मुबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AAACL1490J
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	1): नाव:-पवई क्युबिकल्स प्रा लि तर्फे ऑथराईज सिग्नेटरी अंकुश कमलनयन पटेल वय:-43; पत्ता:--, -, एच-1,1103,11वा मजला, भूमी पार्क, फेज-2, मार्वे रोड समोर, मालाड-प, मुंबई, -, -, ईएस ::ओळा, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400095 पॅन नं:-AAICP2988B
(9) दस्तऐवज करुन दिल्याचा दिनांक	21/05/2018
(10)दस्त नोंदणी केल्याचा दिनांक	21/05/2018
(11)अनुक्रमांक,खंड व पृष्ठ	6110/2018
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	1696000
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-:

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- : (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

सुलभ व्यवहारासाठी नागरिकांचे सक्षमीकरण

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Index-2) सूची - २)

दस्तऐवज नोंदणीनंतर मिळकत पत्रिका/ कर नोंदवही अद्ययावत करणे गरजेचे आहे.
या व्यवहाराचे विवरण पत्र ई-मेल द्वारे बृहन्मुंबई महानगरपालिकेस पाठविण्यात आलेला आहे.
आता हे दस्तऐवज दाखल करण्यासाठी कार्यालयात स्वत: जाण्याची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily

It is necessary to update Relevant records of Property/ Property tax after registration of document.

Details of this transaction have been forwarded by Email (dated 22/05/2018) toMunicipal Corporation of Greater Mumbai.

No need to spend your valuable time and energy to submit this documents in person.

खरी प्रत

सह. दुय्यम निबंधक कुर्ला-४
मुंबई उपनगर जिल्हा

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मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)

मूल्यांकन दर	2018
जिल्हा	मुंबई उपनगर
मुद्रांक जिल्हा	(11) मुंबई - पूर्व
उप मुद्रांक जिल्हा	(17) मुंबई- मुलुंड तालुका व जिल्हा
कार्यालय	वि.दु.उप-निबंधक

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.

मुद्रांक जागेचा	मिळकती जागेचा	बांधकाम	दुकाने	औद्योगिक	बांधकामाचे इकबाल मीटर मीटर
		149400	233200	147100	

बांधीव क्षेत्राची माहिती

बांधकाम क्षेत्र Built Up	130.44 चौरस मीटर	जिल्हाकरीता घसारा		जिल्हाकरीता प्रकार	बांधीव
बांधकामाचे वर्गीकरण	A-आर सी सी	जिल्हाकरीता वय	2 वर्ष	मूल्यदर बांधकामाचा दर	Rs.149400/-
उद्वाहन सुविधा	नाही	मजला	Up Floor Rs.200 Rate		

वर्णन
तालुका
ईमारतीमधील
कार्पेटमधे बांधकामीत
No
Sale Type :
First Sale
Sale/Resale of built up Property constructed after circular dt.02/01/2018

मजला निहाय घट/वाढ — 100% apply to rate= Rs.219360/-

एका चालुमाल जिल्हाकरीता प्रति चौ. मीटर मुल्यदर — =((वार्षिक मुल्यदर - खुला अभिन्यास दर) + (घसा चालुमाल टक्केवारी * खुला अभिन्यास दर))

= ((219360- (12900) * (100 - 100) /100) + 12900)

= Rs.219360/-

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A) मुख्य जिल्हाकरीते मुल्य — = बांधा प्रमाणे मुल्य दर * जिल्हाकरीते क्षेत्र
= 219360 * 130.44
= Rs.28620398.4/-

C) बीटेस वाहन तळाचे क्षेत्र / बीटेस वाहन तळाचे मुल्य — (13.44 चौरस मीटर)
= 13.44 * (219360 * 25/100)
= Rs.765186.6/-

एकत्रित अंतिम मुल्य — = मुख्य जिल्हाकरीत मुल्य +वाहनतळ मुल्य + मेझेनाईन मजला क्षेत्र मुल्य + लगतचा रस्तावेध मुल्य + कॉर्नर रस्तावेध मुल्य + बीटेस वाहन तळाचे मुल्य + मुख्य प्रवेशकरीत वाहन तळाचे मुल्य + इमारती भोवतीचा मुक्त जागेचे मुल्य + बीटेस बांधकामे
= A + B + C + D + E + F + G + H + I
= 28620398.4 + 0 + 0 + 0 + 765186.6 + 0 + 0 + 0 + 0
=Rs.29385585/-

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सह दुय्यम निबंधक कुला - ४
मुंबई उपनगर जिल्हा

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Data of Bank Receipt for GRN MH001731817201819R
Bank - IDBI BANK

Bank/Branch		Simple Receipt	
Pmt Txn Id	160886519	Print DtTime	
Pmt DtTime	18/05/2018 18:22:52	GRAS GRN	MH001731817201819R
ChallanIdNo	6910333201805180687	GRN Date	19/05/2018 16:22:53
District	7101 / MUMBAI		
Office Name	IGR187 / KRL1_JT SUB REGISTRAR KURLA NO 1		

StDuty Schm: 0030045501-75/ Stamp Duty(Bank Portal)
StDuty Amt: Rs.16,96,000.00/- (Rs Sixteen Lakh Ninety Six Thousand Rupees Only)

RgnFee Schm: 0030083301-70 / Registration Fee
RgnFee Amt: Rs.30,000.00/- (Rs Thirty Thousand O

Only for verification not to be printed and used

Article	B25		
Prop Mvblty	Immovable	Consideration	2,53,53,374.00/-
Prop Descr	UNIT 1401 LODHASUPREMUS POWAIOPP MTNLSAKI VIHAR RD . OFF JVLRPOWAIMUMBAI Maharashtra 400072		
Duty Payer	PAN-AAICP2988B POWAI CUBICLES PVT LTD		
Other Party	PAN-AAACL1490J LODHA DEVELOPERS LIMITED		

Ba	100
	21/05/2018
	9820803049

DEFACED ₹1726000.00 DEFACED

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	I(S)-391-6110	00008826482018T9	21/05/2018-17:21:58	IGR200	30000.00
2	I(S)-391-6110	00008826482018T9	21/05/2018-17:21:58	IGR200	1696000.00
			Total Defacement Amount		17,26,000.00

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AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at **Mumbai this** 21st **day of** May, 2018

BETWEEN

Lodha Developers Limited, a company incorporated and registered under the Companies Act 1956, having its registered office at 412, Floor- 4, 17G, Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400001, hereinafter referred to as "**THE COMPANY**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **One Part**.

AND

Powai Cubicles Pvt Ltd residing / having its address at **H-1,1103,11th Floor, Bhoomi Park, Phase -2, Opp Marve Road, Malad West, Mumbai-400095** and assessed to income tax under permanent account number (**PAN**) **AAICP2988B** hereinafter referred to as the "**PURCHASER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such survivor of them; and (c) In case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **Other Part**.

The Company and the Purchaser are hereinafter individually referred to as the "**Party**" and collectively referred to as the "**Parties**".

WHEREAS

A. The Company is/shall be constructing the Building (*as defined hereinafter*) as part of the Project(*as defined herein*) on the Larger Property (*as defined herein*).

B. The chain of title of the Company to the Larger Property is at **Annexure 2** (*Chain of Title*).

C. A copy of the Report on Title in respect of the Larger Propertyis at **Annexure 3** (*Report on Title*).

D. The Company has applied for and obtained various Approvals for the development of the Building(s). The key Approvals obtained are set out at **Annexure 4** (*Key Approvals*).Applications for further Approvals may be under consideration of the relevant authorities and, or, the Company may obtain further approvals as may be permitted by applicable regulations.

E. The Company has engaged the services of architects and structural engineers for the preparation of the design and drawings in respect of the Building and the construction of the Building shall be under the professional supervision of the said architects and structural engineers as required under the bye-laws of the local authorities.

F. The Purchaser has applied to the Company for allotment of the Unit (*as defined herein*) in the Building.

G. A copy of the floor plan in respect to the said Unit is hereto annexed and marked as **Annexure 5** (*Floor Plan*).

H. Relying upon the said application and the representations, declarations and assurances made by the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.

POWAI CUBICLES PRIVATE LIMITED

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

1. DEFINITIONS

1.1 "**Agreement**" shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.

1.2 "**Applicable Law**" shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.

1.3 "**Approvals**" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from or granted/ to be granted by the competent Authorities in connection with the Project/ Building/ Unit and/or the development thereof.

1.4 "**Arbitrator**" shall have the meaning ascribed to it in Clause 24.2 below.

1.5 "**Authority**" shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.

1.6 "**BCAM Charges**" shall mean the Buildingcommon area maintenance charges payable by the Purchaser inter alia for the maintenance of the Unit/ Building, but shall not include FCAM Charges.

1.7 "**Building**" shall mean the single/multi-storied building as described at **Annexure 6**(*Unit and Project Details*) to be/ being constructed by the Company on the Larger Property.

1.8 "**Building Conveyance**" shall have the meaning ascribed to it in Clause 14.3 below.

1.9. "**Building Protection Deposit**" shall mean the amounts specified in the **Annexure 6**(*Unit and Project Details*).

1.10 "**CAM Charges**" shall have the meaning ascribed to it in Clause 15.5.

1.11 "**CAM Commencement Date**" shall mean the day from which the Purchaser will be required to pay BCAM Charges and FCAM Charges (if applicable)and will be the first day of the month commencing after expiry of at least 15 (fifteen) days from the Date of Offer of Possession regardless of whether the Purchaser takes possession of the Unit.

1.12 "**Car Parking Spaces**" shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc.). Shortest walking distance between the Building entrance lobby and entry to location where car is parked shall not exceed 750 meters.

1.13 "**Carpet Area**" shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.

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1.14 "**Cheque Bouncing Charges**" shall mean the charges payable by either Party to the Agreement on account of a cheque issued pursuant to this Agreement not honoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' and shall mean an amount equivalent to of 2.5 (two point five) per cent of the value of the chequein question. If the amount of the said cheque and the cheque bouncing charges thereto are not paid within a period of 30 days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5 (five) per cent of the value of the cheque issued.

1.15 "**Common Areas and Amenities**" shall mean the common areas and amenities as are available to and /or in respect of the Building/ Larger Property, as the case may be and more particularly described at **Annexure 7** (*Common Areas and Amenities*).

1.16 "**Company Notice of Termination**" shall have the meaning ascribed to it in Clause 11.2.1.

1.17 "**Confidential Information**" shall have the meaning ascribed to it in Clause 28.1 below.

1.18 "**Date of Offer of Possession**" or "**DOP**" shall mean the date on which the Company, by written intimation, makes the Unit available to the Purchaser along with the OCin respect of the Unit (the OC maybe for part or whole of the Building). The estimated DOP is set out at **Annexure 6**(*Unit and Project Details*).

1.19 "**Direct Tax**" or "**DirectTaxes**" shallmean income tax, corporate tax, or similar tax or levy, wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.

1.20 **"Exclusive Balcony/ Verandah/Open Terrace Area"** or"**EBVT Area**" shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Purchaser. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.

1.21 "**FCAM Charges**", if applicable, shall mean the Federationcommon area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Larger Property (excluding the Building), but shall not include BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organisation and will be as set out at **Annexure 6**(*Unitand Project Details*).

1.22 **"Federation"** shall meanthe apex body to be formed by and consisting of the ultimate organisationsformed in respect of various buildings constructed/to be constructed in the Project, to maintain, administer and manage theLarger Propertyand the Project. This may be a company or a registered federation or any other management structure as permissible in law.

1.23 "**Federation Conveyance**" shall have the meaning ascribed to it in Clause 14.4 below.

1.24 "**FEMA**" shall have the meaning ascribed to it in Clause 21(z) below.

1.25 "**FMC**" shall have the meaning ascribed to it in Clause 15.1 below.

1.26 "**FSI Free Constructed Spaces**" shall have the meaning ascribed to it in Clause 15.12 below.

1.27 "**IndirectTax**" or "**IndirectTaxes**" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature whatsoever, whenever imposed and, or, levied by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.

1.28 "**Interest**" shall mean simple interest at State Bank of India's (**SBI**) highest Marginal Cost of Lending Rate (**MCLR**) + 2 per cent per annum. The MCLR shall be taken as applicable on

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1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.

1.29. "**Larger Property**" means the land with details as described in **Annexure 1***(Description of Larger Property)*. For clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.

1.30. "**Liquidated Damages**" shall mean an amount equivalent to 10 per cent of the Total Consideration.

1.31. "**Loan**" shall have the meaning ascribed to it in Clause 7.1 below.

1.32. "**Maintenance Related Amounts**" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax, Sinking Fund and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at **Annexure 6***(Unit and Project Details)*.

1.33. "**Net Area**" shall mean the aggregate of the Carpet Area and the EBVT Area.

1.34. "**OC**" shall have the meaning ascribed to it in Clause 10.3 below.

1.35. "**Possession Demand Letter**" shall have the meaning ascribed to it in Clause 10.2 below.

1.36. "**Project**" shall mean the project with RERA registration number as stated in **Annexure 6***(Unit andProject Details)*. The Project may be part of a larger layout on the Larger Property.

1.37. "**Refund Amount**" shall mean:

1.37.1. in case of termination pursuant to Clause11.2.1 and Clause 11.2.2 an amount equivalent to the Total Consideration or part thereof paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) after deducting there from the Liquidated Damages and, if applicable, any amounts paid to 3rd parties by the Company on behalf of the Purchaser including but not limited to stamp duty, registration charges, brokerage charges.

For avoidance of doubt, it is clarified that any amount paid by the Purchaser which has been utilized towards payment of Indirect Tax to any Authority shall not be refunded unless (and till such time that)the Company receives credit for the same from the relevant Authority.

1.38. "**Reimbursements**" shall include all expenses directly or indirectly incurred by the Company in providing or procuring services/facilities other than the Unit including but not limited to LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is at **Annexure 6***(Unit and Project Details)*.

1.39. "**RERA**" shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the rules.

1.40. "**Service Providers**" shall have the meaning ascribed to it in Clause 15.12 below.

1.41. "**Shortfall Amount**" shall have the meaning ascribed to it in Clause 16.3 below.

1.42. "**Structural Defects**" shall mean any defect related to the load bearing structure of the Building. This shall not include non-load bearing elements or water proofing.

1.43. "**Transfer**" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:

a. the Unit, or any part of the right, title or interest therein; and, or

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b. the benefit of this Agreement; and, or,

c. in case the Purchaser is a company, directly or indirectly, the change in (i) control and or, management; and, or, (ii) shareholding constituting more than 25 per cent of the voting rights and, or, economic interest;

d. in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

The term "Transfer" shall be construed liberally. It is however, clarified that Transfer in favour of: (i) a Relative (as defined under the Companies Act, 2013); or (ii) a holding/subsidiary company (subject to Sub-Clause (c)(ii) above) shall not constitute a Transfer of the Unit.

1.44 "**Total Consideration**" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit and will be the aggregate of the Consideration Value set out at **Annexure 6**(*Unit and Project Details*), Reimbursements, the Maintenance Related Amounts and all Indirect Taxes thereto.

1.45 "**Ultimate Organization**" shall mean the company/ condominium/society/other permissible legal entity to be formed in respect of the Building as contemplated in Clause 14.

1.46 "**Unit**" shall mean the unit in the Building with the Carpet Area and EB[illegible] as specified at **Annexure 6**(*Unit and Project Details*) and floorplan thereto (with unit [illegible] annexed hereto as **Annexure 5** (*Floor Plan*)

2. RULES FOR INTERPRETATION

2.1 All references in this Agreement to statutory provisions shall be construed as including and including references to:

a. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;

b. All statutory instruments or orders made pursuant to a statutory provision; and

c. Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.

2.2 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.

2.3 Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.

2.4 References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.

2.5 Reference to days, months and years are to Gregorian days, months and calendar years respectively.

2.6 Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.

2.7 The words "include" and "including" are to be construed without limitation.

2.8 Any reference to the masculine, the feminine and the neutral shall include each other.

2.9 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.

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2.10. The Purchaser confirms and warrants that the Liquidated Damages is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, among others. The Purchaser waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.

2.11. All amounts stated herein are exclusive of Taxes, including but not limited to service tax, Maharashtra value added tax, stamp duty, and all such Taxes, as maybe applicable from time to time, shall be borne and paid by the Purchaser separately, immediately upon the same being demanded by the Company as per Applicable Law.

2.12. In case of any conflict between the provisions of Clause 22 and any other provisions of this Agreement, the provisions of Clause 22 shall prevail.

2.13. The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

3. **DISCLOSURES AND TITLE**

3.1. The Purchaser hereby declares and confirms that prior to the execution of this Agreement: (i) the Company has made full and complete disclosure of its title to Larger Property; (ii) he has taken inspection of all the relevant documents; and (iii) he has, in relation to the Unit/Building/Larger Property, satisfied himself of *inter alia* the following:

a. Nature of the Company's right, title and encumbrances, if any;

b. The Approvals (current and future);

c. The drawings, plans and specifications;

d. Nature and particulars of fixtures, fittings and amenities.

The Purchaser confirms that the Purchaser has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding a draft of this Agreement. The Purchaser has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

4. **AGREEMENT TO SELL AND CONSIDERATION**

4.1. The Purchaser hereby agrees to purchase/acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unitfor the Total Consideration as set out at **Annexure 6**(*Unit and Project Details*) hereto subject to the terms and conditions mentioned herein and the Approvals.

4.2. The Total Consideration shall be paid by the Purchaser to the Company from time to time in the manner more particularly described at **Annexure 6**(*Unit and Project Details*), time being of the essence. The Purchaser shall be responsible for ensuring that payment of each installment is made within 14 (fourteen) days of the demand for the said installment being made by the Company. Payment shall be deemed to have been made when credit is received for the same by the Company in its account.

4.3. The Purchaser agrees and understands that Company has agreed to sell the Unit to the Purchaser on the specific assurance of the Purchaser that the Purchaser:

a. Shall make payment of the Total Consideration as per the timelines set out at **Annexure 6**(*Unit and Project Details*), without any delay or demur for any reason whatsoever;

b. Shall observe all the covenants, obligations and restrictions stated in this Agreement; and

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c. Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.

4.4 It is clarified and the Purchaser accords his irrevocable consent to the Company to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:

a. **Firstly**, towards the ChequeBouncingCharges in case of dishonour of any cheque issued by the Purchaser;

b. **Secondly**, towards Interest due as on the date of payment;

c. **Thirdly**, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and Taxes payable in respect of the Unit or any other administrative or legal expense incurred by the Company on account of delay in payment by the Purchaser and consequential actions required to be taken by the Company; and

d. **Fourthly**, towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement.

Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/application of any payments made hereunder shall be valid or binding upon the Company.

4.5. In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question.

4.6. The Parties agree that, in addition to the Interest, in case of every instance of delayed payment, either Party shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to enforcement and recovery of such delayed payments, which are estimated to be 2 (two) per cent of the amount of the delayed payment per instance (subject to minimum of INR 20,000/- (Rupees Twenty Thousand Only) per instance of delayed payment in 2017 and shall be revised on 1st April of each year as per rate of Reserve Bank of India's consumer price index).

5. **CONSTRUCTION AND DEVELOPMENT**

5.1. The Company has constructed the Building in accordance with the Approvals and/or, plans and amendments thereto as approved by the relevant Authorities.

5.2. The Purchaser is aware that while the Company has obtained some of the Approvals, certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.

5.3. The Parties agree that while the Company may make amendments to the plans or layouts of the Building and the Project as required for the execution of the Project or as may be directed by the competent Authorities. This may include any change wherein the Company, if permitted by the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible on any other property at any time prior to conveyance of the Larger Property to the Federation/Ultimate Organisation. The Purchaser gives his consent for such changes provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Carpet Areamore than 3 per cent of the Carpet Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.

5.4. The Purchaser is aware and agrees that the Company shall allow various balcony/verandah/ open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit purchaser(s) in the Building and such unit

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purchaser(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Company and the said unit purchaser(s). The Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Company shall be at absolute liberty to allot/assign the said right to such person/s in the manner as the Company may deem fit and proper.

6. **SECURITIZATION OF THE TOTAL CONSIDERATION**

6.1. The Purchaser hereby grants his irrevocable consent to the Company to securitize the Total Consideration and/or part thereof and the amounts receivable by the Company hereunder and to assign to the banks / financial Institutions the right to directly receive from the Purchaser the Total Consideration and / or part thereof and / or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Purchaser for the Unit and any payment made by the Purchaser to the Company and/or any bank or financial institution nominated by the Company in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.

7. **LOANS AGAINST THE UNIT**

7.1. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement (**Loan**) and any mortgage created or to be created over the Unit in connection with such Loan (which requires the prior written consent of the Company), the Purchaser shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and/or any other the amounts payable hereunder.

7.2. The Parties further agree that the Company shall not in any way be liable or responsible for the repayment of the Loantaken by the Purchaser. All costs in connection with the documentation of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

7.3. The Purchaser hereby expressly agrees that so long as the Loan and the Total Consideration remain unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, Transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and/or the relevant banks/financial institutions which have advanced the Loan. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organisation about the lien/charge of such banks/financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.

7.4. The Purchaser indemnifies and hereby agrees to keep indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

8. **CAR PARKING**

8.1. At the request of the Purchaser, the Company hereby permits the Purchaser to use the number of Car Parking Spaces as set out in **Annexure 6**(*Unit and Project Details*) hereto within the Project/Larger Property. The allocation of these spaces shall be at the sole discretion of the Company and the Purchaser hereby agrees to the same.The Purchaser is aware that the Company has in the like manner allocated/ shall be allocating other car parking spaces to other purchasers of the units in the Building and in the Project and

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undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organisation and/or execution of conveyance, as contemplated herein, cause such Ultimate Organisation to confirm and ratify and shall not permit the Ultimate Organisation to alter or change the allocation of Car Parking Spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the units in the Building and the Project.

9. **REGISTRATION**

9.1. It shall be the responsibility of the Purchaser to immediately, after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the relevant Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Company the serial number under which the Agreement is lodged so as to enable the representative of the Company to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Company may extend assistance/co-operation for the registration of this Agreement, at the cost and expense of the Purchaser. However, the Company shall not be responsible or liable for any delay or default in such registration.

10. **POSSESSION**

10.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Company shall endeavor to provide the Unit to the Purchaseron or before the estimated DOPset out at **Annexure 6**(*Unit and Project Details*).

10.2. The Purchaser shall make full payment of all amounts payable under this Agreement within 15 (fifteen) days of the Company intimating him, in writing, that the Unit is ready for possession (**Possession Demand Letter**) and shall thereafter, take possession of the Unit. In the event the Purchaser fails and, or, neglects to take possession of the Unit within 2 (two) months from the date of the Possession Demand Letter, the Purchaser shall be liable to pay demurrage charges to the Company at the rate of INR 10/- per square foot of Carpet Area per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Purchaser takes the possession of the Unit. The amounts payable by the Purchaser pursuant to this Clause 10.2 shall be in addition to the CAM Charges. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession of the Unit on the expiry of the 2 months from the date of the Possession Demand Letter and the Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Unit after this date.

10.3. The Company has obtainedoccupation certificate for the Unit (**OC**) (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law).

11. **TERMINATION**

11.1. This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below. Both Parties have entered into this Agreement, knowing fully well that the Total Consideration of the Unit may change (increase or decrease) in accordance with the provisions of this Agreement and both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of such change the Total Consideration.

Company's Right to Terminate

11.2. Company shall have right to terminate this Agreement only in the following circumstances

11.2.1. Non-Payment: If the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to) making payment of all due amounts as per Schedule of Payment set out at **Annexure 6**(*Unit and Project Details*) (and Interest thereon, if any) within 14 (fourteen) days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue to the Purchaser notice of such default and the Purchaser shall be provided with a further period of 14

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(fourteen) days from the date of such notice to cure the said default. In the event that the Purchaser fails to cure such default within 14 (fourteen) days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this Agreement by sending a notice of termination by registered AD/ speed post (**Company Notice of Termination**)

11.2.2 Attempt to Defame. The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Larger Property or the Company or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Company shall, without prejudice to any other rights or remedies available in law, have the option to the terminate this Agreement sending the CompanyNotice of Termination.

11.3 **Consequences of Termination and Payment of Refund Amount**

11.3.1 On a termination of this Agreement by either Party in accordance with the provisions of this Clause 11, the booking / allotment of the Unit shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the Unit, save and except the right to receive the Refund Amount in accordance with Clause 11.3.2.

11.3.2 Pursuant to the termination of this Agreement, the Refund Amount shall be deemed to be due and payable to the Purchaser at the end of 12 months from the date of receipt ofthe Company Notice of Termination by the Purchaser and shall be paid by the Company to the Purchaser only on the registration of a Deed of Cancellation of this Agreement.

12 **DEFECT LIABILITY**

12.1 If,during a period of 36 (thirty six) months from the Date of Offer of Possession, the Purchaser brings to the notice of the Company any Structural Defect in the Unit or in the material used therein (excluding wear and tear and misuse), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Company at its own costs. In the case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive reasonable compensation from the Company for rectifying such defects, based on the estimated cost of rectifying such defects as determined by the Project Architect of the Company. Notwithstanding anything stated in this Clause 12 or elsewhere in this Agreement, the Company shall not be in any way liable to repair or provide compensation for Structural Defects as set out in this Clause 12where the Purchaser has made any structural changes in the Unit or in the materials used thereon.

13 **SET OFF / ADJUSTMENT**

13.1 The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company including the Total Consideration, Interest and/or Liquidated Damages against any other amounts payable by the Purchaser to the Company or by the Company to the Purchaser pursuant to this Agreement and in relation to the Unit. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.

14 **ULTIMATE ORGANISATION**

14.1 The Purchaser along with other purchasers of units in the Building shall join in forming and registering the Ultimate Organisation in respect of the Building. The Ultimate Organisation shall be known by such name as the Company may in its sole discretion decide for this purpose. The Purchaser and other unit holders in the Building shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Ultimate Organisation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Ultimate Organisation.

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14.2 Where the Project consists of more than one building, separate ultimate Organisations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organisations after the occupancy certificate has been received for all buildings which form part of the Project. The Purchaser and other members of the Ultimate Organisation(s) shall from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Federation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Federation.

14.3 Within 18 months from the date of occupation certificate in respect of the Building, the Company shall execute a Deed of Conveyance in favour of the Ultimate Organisation(**Building Conveyance**) in respect of the structure of the Building along with the FSI consumed in the Building subject to the right of the Company (i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the purchasers, and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of anyAuthority on the Larger Property, and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.

14.4 Within 18 months from the receipt of the occupation certificate for the last building in the Project, the Company shall execute a Deed of Conveyance in favour of the Federation (**Federation Conveyance**) in respect of all of the Company's right, title and interest in the Larger Property subject to and excluding the Building Conveyance and also subject to (i) the right of the Company (i) to dispose of unsold units, if any, and receive of the entire consideration amount and outstanding dues from the purchasers, and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Project / Larger Property, and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.

14.5 The Purchaser hereby agrees and undertakes that the Purchaser along with other unit holders in the Ultimate Organisation/ Federation shall be liable to pay all out of pocket expenses including stamp duty, registration charges,legal fees and all other applicable levies and Taxes, administrative expenses on the Building Conveyance and Federation Conveyance or any kind of document whereby ownership rights of the Building/ Larger Property are transferred to the Ultimate Organisation/Federation.

14.6 It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organisation and/or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organisation or the Federation, in respect of the Unit/ Building/ Larger Property and in this regard the Purchaser for himself and the Ultimate Organisation/Federation, waives all his rights and claims and undertakes not to claim and cause the Ultimate Organisation/Federation not to claim any such right in respect of the Building/ Larger Property.

14.7 The Company hereby agrees that it shall, before execution of Building Conveyance/ FederationConveyanceas contemplated herein, make full and true disclosure of the nature of its title to the Larger Property as well as encumbrances and/or claims, if any in/over the Larger Property. The Company shall, as far as practicable, ensure that at the time of such conveyance in favour of the Ultimate Organisation/Federation, the Larger Property is free from encumbrances.

15 **FACILITY MANAGEMENT COMPANY, CAM CHARGES AND MAINTENANCE RELATED AMOUNTS**

15.1 The Purchaser is aware and agrees that the Building and maintenance and upkeep of the Common Areas and Amenities of the Building/ Project shall be managed by a facility management company (**FMC**). The FMC will be appointed by the Company for a period of upto 60 (sixty) months commencing from the date on which the last unit in the Building is offered for possession in consideration of reimbursement of all direct costs (including all

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manpower and overhead costs) incurred along with a margin of 20 per cent margin on such costs and all applicable Taxes. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organisation to ratify the appointment of the FMC as aforesaid. On the expiry of the 60 (sixty) month period, the Ultimate Organisation / Federation may appoint the FMC for a further term or choose to appoint any other facility management company.

15.2. The FMC shall be entitled to end its services by giving an advance written notice of 6 (six) months to the Ultimate Organisation in the event:

a. the period of FMC's appointment has not been renewed at least 6 (six) months before expiry thereof; or

b. theBCAM Charges andFCAM chargesas applicable, have not been paid by 100 per cent of the unit purchasers at the due date (with a grace period of 30 days).

15.3. Notwithstanding anything stated elsewhere in this Agreement, the Ultimate Organisation shall also be entitled to end the services of the FMC with advance written notice of 6 (six) months if such termination has the written consent of 100 per cent of the unit purchasers of the Building.

15.4. The Purchaser agrees and undertakes to cause the Ultimate Organisation to be bound by the rules and regulations that may be framed by the FMC.

CAM Charges and Maintenance Related Amounts

15.5. The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the carpet area of each unit and are payable as the BCAM Charges and FCAM Charges (collectively, the **CAM Charges**) as set out at **Annexure 6**(*Unit and Project Details*). The CAM charges shall not include: (i) the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals and (ii) Property Taxes.

15.6. The Purchaser shall be obliged to pay the same in advance on/before the 1st day of each quarter. The FMC shall provide reconciliation of the expenses towards CAM charges on/before 30th June after the end of the relevant financial year and the Parties hereto covenant that any credit/debit thereto shall be settled on/before 30th August.

15.7. For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Purchaser takes such possession or not.

15.8. The Purchaser is aware that the CAM charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors (currently estimated @ 7.5 to 10 per cent per annum). Further, these charges are subject to the revision every 12 months after the Date of Offer of Possession by 7.5 to 10 per cent per annum. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the FMC.

15.9. The Purchaser undertakes to make payment of the estimated BCAM charges for the first 18 (eighteen) months and estimated FCAM charges for the first 60 (sixty)months on or before the Date of Offer of Possession.

15.10. All Maintenance Related Amounts stated in **Annexure 6**(*Unit and Project Details*) are compulsorily payable by the Purchaser in the future upon demand being raised by the Company/Ultimate Organisation, regardless of whether the Purchaser uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to all the other facilities provided by the Company/Ultimate Organisation till such time all due amounts are paid together with interest for the period of delay in payment.

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15.11. The Company shall provide expense details only in connection to Maintenance Related Amounts (excluding Building Protection Deposit) at the time of handover of the affairs of the Building to the Ultimate Organisation and shall not provide expense details for any other head.

Other Key Common Areas

15.12. The Purchaser is aware that the Company seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Company has/shall enter into agreements with various third parties/operators (**Service Providers**) in relation to the operation of certain facilities/amenities which are located in constructed spaces that have not been counted in FSI (**FSI Free Constructed Spaces**) by the concerned authorities on account of such spaces so as to facilitate the recreation/comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser and the Ultimate Organisation, subject to the following restrictions:

a. Such FSI Free Constructed Spaces cannot be sold. The tenure [illegible] Free Constructed Spaces by the Service Providers shall not exceed 15 (fifteen) years.

b. Upon formation of the Ultimate Organisation, the Ultimate Organisation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.

c. Any external members of such facility shall abide by the [illegible] dress and behavioral guidelines that would apply to the residents of the Building.

15.13. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the Service Providers/FMCor through the Service Providers/FMC. The Company does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these services provided by the respective Service Providers/FMC.

16 **PROPERTY TAXES AND LAND UNDER CONSTRUCTION REIMBURSEMENT CHARGES**

16.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of other consideration / levy / charge/ CAM Charges, etc. The said amount shall be paid by the Purchaser on or before 30th April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15th April of the relevant financial year.

16.2. The Purchaser undertakes to make payment of the estimated Property Tax for the first 18 (eighteen) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.

16.3. Inthe event of a shortfall between the amount deposited with the Company by the purchasers towards Property Tax and the demand raised by the authorities (**Shortfall Amount**), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Company within 15 (fifteen) days of receipt of intimation from the Company, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5 per cent of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Company shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.

16.4. In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities, the same shall be handed over to the Ultimate Organisation at time of handover of the affairs of the Ultimate Organisation to the purchasers.

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16.3 If the Property Tax demand comes directly in the name of the Purchaser, the amount paid by the Purchaser to the Company towards Property Tax shall be refunded to the Purchaser within 15 (fifteen) days of the Company being informed by the Purchaser that such demand has been raised.

16.4 The Purchaser undertakes to pay to the Company, on or before the Date of Offer of Possession, the LUC for the period of start of construction till the Date of Offer of Possession as specified at **Annexure 6**(*Unit and Project Details*). The Purchaser is aware that the LUC stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company.

17. **BUILDING PROTECTION DEPOSIT**

17.1 The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in **Annexure 6**(*Unit and Project Details*) hereto.

17.2 The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out / interior work by the Purchaser and subject to the possession policy and permissible changes policy of the Company.

17.3 The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives/ nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and permissible changes. If all changes made by the Purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.

17.4 In the event any violations are observed by the Company's representatives/ nominees then same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.

17.5 The Company /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Purchaser hereto provides unconditional and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company /FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Purchaser refrains from paying the additional amount, the same shall be adjusted from the CAM charges duly paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organisation, at the time same is formed.

18. **SINKING FUND**

18.1 Commencing from the 36th month after the CAM Commencement Date,the Purchaser shall payan amount equal to 10 per cent of the BCAM Charges to the Ultimate Organisationtowards Sinking Fund. TheSinking Fund shall be payable annually in advance. Illustratively, for the period of 12 months starting from the 37th month from the CAM Commencement Date, the amounts towards Sinking Fund shall be paid on or before the 1st day of the 36th month from the CAM Commencement Date. The Purchaser shall be liable to pay Interest for the period of the delay in case of any delayed payment.

18.2 The amounts paid by the Purchaser towards Sinking Fund shall be used for undertaking major capital and, or, renovation expenses related to the Building and its key Common Areas and Amenities. The Ultimate Organisationshall control the usage of the Sinking Fund.

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19. INDIRECT TAXES AND LEVIES

19.1 The Purchaser agrees that all levies, charges, cess, Indirect Taxes, assessments of any nature whatsoever (present or future)in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Purchaser. All Direct Taxes in respect of profit (if any) earned form the development and sale to the Purchaser of the Unit shall be borne by Company.

20. INTEREST

20.1 The Purchaser agrees to pay to the Company,Interest (as defined at Clause 1.28) on all the amounts including the Total Consideration or any part thereof payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company i.e. 14 (fourteen) days from the date the Company raises demand for the payment of such instalment, till the date of realization of such payment. The Purchaser confirms that the payment of Interest by the Purchaser shall be without prejudice to the other rights and remedies of the Company and shall not constitute a waiver of the same by the Company, unless specifically provided by the Company in writing.

21 PURCHASER'S COVENANTS

21.1 The Purchaser, for himself and with the intention to bring all persons into whosoever hands the Unit may come, hereby covenants and undertakes:

a To maintain the Unit at the Purchaser's own cost in good tenantable repair and proper condition from the Date of Offer of Possession and shall not do or suffer to be done anything in or to the Building against the rules, regulations or bye-laws of the Ultimate Organisation / Federation or concerned local or any other Authority or change / alter or make addition in or to the Unit or the Building or any part thereof and shall:

(i) Not carry out any additions or alterations in the Unit and, or, Building which affect the structure, façade and/or services of the units/wing (including,but not limited to not making any change or to alter the windows and/or grills provided by the Company);

(ii) Not make any changes to the common area/lobby and structural changes in the Building;

(iii) Not relocate brick walls onto any location which does not have a beam to support the brick wall;

(iv) Not change the location of the plumbing or electrical lines (except internal extensions);

(v) Not change the location of the wet/waterproofed areas;

(vi) Not make any alteration in the elevation and outside color scheme of the Building;

(vii) Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural elements in the Unit without the prior written permission of the Company and/or the Ultimate Organisation;

(viii) Not to put any wire, pipe, grill, plant, outside the windows of the Unit to *inter alia* dry any clothes or put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the Building, save and except the utility area (if applicable); and

(ix) Keep the sewers, drains pipes in the Unit and appurtenant thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building.

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b. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company as amended from time to time.

c. The Purchaser shall ensure and cause the Ultimate Organisationto ensure that the Building is painted once every 5 years from the Date of Offer of Possession and kept in good and proper condition.

d. The Purchaser shall not store any goods which are of hazardous, combustible or of dangerous nature in the Unit, other than cooking gas,which may damage the construction or structure of the Building or the storage of which is objected to by the concerned local or other Authority or the Ultimate Organisation / Federation.

e. The Purchaser shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building.In case any damage is caused to the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of such breach.

f. The Purchaser agrees and undertakes to cause the Ultimate Organisation to ratify and confirm that the name of the Building and/or Ultimate Organisation shall not be changed without the prior written consent of the Company.

g. The Purchaser shallnot allow the Unit to be used for user different from the nature of the user that it is intended for use by the Company i.e. residential units shall be used for residential use only, office units for office use only, retail units for retail use only etc. No commercial unit shall be used for residential use or use as guest house by whatsoever name.

h. The Purchaser shall use the Car Parking Space only for purpose of parking the Purchaser's own vehicles.

i. The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, temple (if applicable) are maintained to the highest standards with regular cleaning and maintenance. The Purchaser shall further ensure that refurnishing / major overhaul is done every 5 years, starting from Date of Offer of Possession.

j. Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the Building shall be allocated for exclusive use of certain users/residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.

k. To pay to the Company within 7 (seven) days of demand by the Company its share of security deposit demanded by concerned local authority or government for giving water, electricity or any other service connection to the Building in which the Unit is situated.

l. To pay to the Company within 7 (seven) days of demand by the Company, his share of HVAC and diesel consumption charges in the Unit which will be calculated on a pro-rata basis.

m. To clear and pay increase in Taxes, development charges, water charges, insurance and such other fees, levies, if any, which are imposed by any Authority, on account of change of user of the Unit by the Purchaser viz. user for any purposes other than for residential or otherwise.

n. In the event the electric meter of the Unit has not been installed by the Date of Offer of Possession, the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage.

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The Purchaser shall pay a fixed monthly sum to the Company for providing this supply, which shall be made known to the Purchaser by the FMC.

o. The Purchaser shall not sell, lease, let, sub-let, Transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the Unit till such time that the OC is received and all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/Transfer of the Unit after this time shall require written approval from the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the Company) to ensure that the inherent nature of the society is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organisation. Any document for sale/Transfer/lease etc. which is entered into without obtaining written approval of the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the Company) shall not be valid and not binding on the Company.

p. The Purchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the unit and the Company is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample unit, other than as expressly agreed by the Company under this Agreement.

q. The Purchaser confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral understanding including but not limited to the application form, allotment letter, brochure or electronic communication of any form.

r. Until a Building Conveyance/Federation Conveyance in favour of the Ultimate Organisation/Federation is executed and the entire Project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Unit / Building/ Project / Larger Property, and, or, any part thereof to view and examine the state and condition thereof.

s. In the event the Ultimate Organisation has been formed but there is/are units in the Building that are not sold by the Company, till such time that such unsold unit/s is/are sold/leased, the Property Tax for such unsold units shall be payable by the Company as charged by the competent Authorities and the common area maintenance charges shall be payable by the Company for such unsold units from the date of handover of the Ultimate Organisation by the Company and not prior to the same.

t. The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and, or, Project from impeding, the ability of the Company or its representatives to enter into the Building and, or, the Project and, or, the Larger Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and, or, showing the Building / Project to investors or other 3rd parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Company. In case the Purchaser, directly or indirectly, breaches this undertaking, he shall be liable to pay to the Company an amount equal to 0.5 per cent of the Total Consideration of the Unit for every day that any such breach continues within 15 days from the receipt of a written notice from the Company in this regard and the Company shall have a lien over the Unit for such amount till the payment in full.

u. The Purchaser agrees and acknowledges (and the Purchaser shall cause the Ultimate Organisation to agree and ratify) that the Company shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create

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any right, title or interest in the unsold units without any consent/no-objection of any nature whatsoever in this regard from and payment of any transfer fees to the Ultimate Organisation and such purchaser of such unsold unit/s shall deemed to be a member of the Ultimate Organisation. Where consents and, or, permissions may be required from the Ultimate Organisation pursuant to Applicable Law (illustratively, for electricity), the Purchaser shall cause the Ultimate Organisation to issue such consents and, or, permissions forthwith on request.

v. The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building / Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas andAmenities and facilities at par with any other member of the Ultimate Organisation/Federation. In the event of a violation or breach of the covenants at Sub-Clause 21(u) and (v), the Purchaser will be liable to pay an amount equivalent to 1 per cent of the Total Consideration of the Unit being sold for each month of delay caused.

w. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organisation, the Company shall earmark certain parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organisation to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold units.

x. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). The Purchaser shall be given the opportunity for inspecting the Unit only after making payment of the Total Consideration.

y. Upon and after handover of the management of the Building to the Ultimate Organisation, the Ultimate Organisation (and its members) will be responsible for fulfilment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.

z. The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (**FEMA**), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA as amended from time to time. The Company accepts no responsibility/liability in this regard. The Purchaser shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Company immediately and comply with necessary formalities if any under the applicable laws. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the

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application/allotment of the said Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Purchaser only.

aa. The Purchaser is aware that various purchasers have chosen to buy unit(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Company has agreed to sell this Unit to the Purchaser on the premise that the Purchaser shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Company and/or the development. Any Purchaser who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.

bb. The Purchaser undertakes to observe all other stipulations and rules which are provided herein in order to enable the Building/wing to be well maintained and enable all purchasers/members to enjoy the usage of these areas as originally designed.

22 **SPECIAL CONDITIONS**

22.1 <not applicable if blank>

22.2 <not applicable if blank>

22.3 <not applicable if blank>

23 **MISCELLANEOUS**

23.1 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Building, Project or Larger Property or any part thereof.

23.2 All notices to be served on the Company and/or the Purchaser shall be deemed to have been duly served if sent by Registered Post A.D. / Under Certification of Posting / standard mail or courier at the address set out at **Annexure 6**(*Unit and Project Details*) Electronic communication (eg. Email) shall not be deemed to be valid form of communication, save and except in case of intimation of demand for payment installment being due and receipt for payment thereto.

23.3 The Parties agree that unlessa Party informs the other Party in writing about a change in address/email ID, the address/email ID available at the time of this Agreement shall be deemed to be the valid address/email ID for all communication.

23.4 Any correspondence from the Purchaser should carry the customer ID quoted in **Annexure 6**(*Unit and Project Details*) hereto in the subject line in following manner "CI: xxxxxxx". Any correspondence not mentioning the customer ID shall be deemed to be non-est/null and void.

24 **DISPUTE RESOLUTION AND GOVERNING LAW**

24.1 If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.

24.2 If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under Sub-Clause24.1 above, then the dispute shall be referred to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Company (**Arbitrator**).

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24.3 The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The arbitral award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.

24.4 This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

24.5 This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

25 **SEVERABILITY**

25.1 If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Lawthat shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive.

25.2 The Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provision being replaced, and that preserves the Party's commercial interests under this Agreement.

WAIVER

26.1 Any delay tolerated or indulgence shown by the Company in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of instalment to the Purchaser by the Company shall not be construed as waiver on the part of the Company of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Company.

ENTIRE AGREEMENT

27.1 The Parties agree that the Agreement, schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written all agreements, negotiations, commitments, writings, discussions, representations and warranties made by the Company in any documents, brochures, advertisements, hoardings, etc. and/or through any other medium hereinbefore agreed upon between the Company and the Purchaser which may in any manner be inconsistent with what is stated herein. This Agreement shall not be amended or modified except by a writing signed by both the Parties.

28 **CONFIDENTIALITY**

28.1 The Parties hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof (**Confidential Information**) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Parties and shall always be in full force and effect.

28.2 Either Party shall not make any public announcement regarding this Agreement without prior consent of the other Party.

28.3 Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:

a. such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organisation or other recognized investment exchange having jurisdiction over the Parties; or

b. such disclosure is required in connection with any litigation; or

such information has entered the public domain other than by a breach of the Agreement.

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IN WITNESS WHEREOF the Parties hereto have hereunto set and subscribed their respective hands and seals on the day and year first hereinabove written

SIGNED AND DELIVERED

By the Company within named

Lodha Developers Limited

through the hands of Constituted Attorney

Mr. Surendran Nair

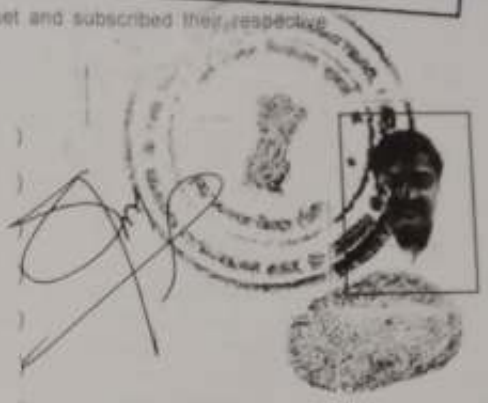
authorised vide Power of Attorney

dated _____

In the presence of

1. Agarge

2. _____



SIGNED AND DELIVERED

By the within named Purchaser

Powai Cubicles Pvt Ltd by AUTHORIZED PERSON ANKUSH KAMALNARAIN PATEL

In the presence of

1. Agarge

2. _____

For Powai Cubicles Private Limited

Director

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Annexure 1

(Description of Larger Property)

All that piece and parcel of land together with the structures standing thereon bearing City Survey no. 182/A/1A admeasuring 5080.6 sq. meters and CTS no. 182/A/1B admeasuring 1004.6 sq. meters aggregating to 6085.5 sq. meters and situated at Saki Vihar Road, Powai, Mumbai – 400 072 in the revenue village of Tungwa in Powai Estate, Taluka Ghatkoper within the limits of grater Mumbai in the district and registration sub district of Mumbai city and Mumbai suburban City respectively.

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Annexure 2

(Chain of Title)

1. By an Indenture of Conveyance dated 5th September, 1972 (registered with the office of the Sub Registrar of Assurances under Serial No. BOM/R/4854/1972) ("**First Conveyance**"), executed between Smt. DurgadeviChandrabhanBhooramal Sharma (therein referred to as the Vendor of the One Part) and Shri. RamnathPuri(therein referred to as the Purchaser of the Other Part), the Vendor therein sold, transferred, conveyed and assigned unto Shri.RamnathPuri, all that piece or parcel of land admeasuring 8831 square metres situate at Village Tungwa bearing Survey No.67(part) and New Survey No. 55, Hissa No. 1(part) and CTS No.182(part) (hereinafter referred to as "**Larger Land**") and more particularly described in the second schedule therein for the consideration and in the manner as stated therein.

2. By and under 6 (six) separate Indentures of Conveyances ("**the Chemtrol(s) Conveyances**") of various dates and registered under different numbers with the Sub-Registrar's Office, the said Shri. RamnathPuri (the Vendor therein of One Part) and Chemtrol Engineering Ltd. (the Purchaser of the Other part), the said RamnathPuri sold, transferred, conveyed and assigned a portion of the said Larger Land in several pieces to the extent of 2265.5 square metres. In the remaining portion of the land bearing City Survey No.182A admeasuring 6565.5 sq.mts ("**Balance Land**"), the said Shri. RamnathPuri constructed 4 structures.

3. By and under a Development Agreement dated 16th June, 2006 (re[illegible] BDR3-4594 of 2006 with the Sub-Registrar of Assurances at Kurla-[illegible] July, 2006 executed amongst Shri. RamnathPuri the Vendor therein of One P[illegible] (i) M/s. Puri Properties and Investments, as First Confirming Party of the Seco[illegible] (ii) M[illegible] as Second Confirming Party of the Third Part, (iii) M/s. Chemtro[illegible]ciates, [illegible] Confirming Party of the Fourth Part, (iv) K. Nandkumar, as Fourth C[illegible] Fifth Part, (v) Sunil Puri as Fifth Confirming Party of the Sixth Part, (vi) [illegible] Confirming Party of the Seventh Part and Shripal Realty Pvt. Ltd. the [illegible] the Eight Part, the said Shri. RamnathPuri, with confirmation of the Co[illegible] granted to Shripal Realty Pvt. Ltd., development rights to develop a portion of the Balance Land admeasuring 5083.50sq.mts. (admeasuring 6085.5 sq. mts. as per Property Card) ("**Property**") together with second building admeasuring 1000 sq.ft. of ground floor structure and third building a Bungalow admeasuring 800 sq.ft. together with utilizing and exploiting future floor space that may be available thereon including Transfer of Development Rights (TDR) including consuming fullest potential of the Property in the form of TDR more particularly described in the fourth schedule thereunder written and delineated on plans thereto for consideration and on the terms and conditions stated therein and also granted to the Developer irrevocable license exclusively to enter continue and remain on the said property for the purpose of development thereof.

4. Pursuant thereto RamnathPuri has executed an Irrevocable Power of Attorney dated 16th June, 2006 and same is registered under No. BDR3-4595 of 2006 with the Sub-Registrar of Assurances at Kurla-1 on 13th July, 2006 in favour of Directors and their nominees of Shripal Realty Pvt. Ltd. conferring upon them powers and authorities to do and perform various acts, deeds, matters and things for and on his behalf in respect of the development of the said Property.

5. By and under an Indenture of Conveyance dated 30th May, 2008 executed between Shri.RamnathPuri (therein referred to as the Vendor of the First Part), M/s. Puri Properties and Investments, MinnuPuri, M/s. Chemtrol Associates, K. Nandkumar and NirmalPuri (therein referred to as the Confirming Parties of the second to sixth part) and Shripal Realty Pvt. Ltd. (therein referred to as the purchaser of the seventh part), registered with the office of the Sub Registrar of Assurances in Book-I under Serial No.BDR/04457/2008, the Vendor therein sold, transferred, conveyed and assigned unto Shripal Realty Pvt. Ltd., all that piece or parcel of land situate in the revenue Village of Tungwa (in Powai Estate),

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Taluka Kurla in Mumbai Suburban District bearing City Survey No.182A/1P admeasuring 6085.5 sq. mts. in the registration District and Sub-District of Mumbai City and Mumbai Suburban together with (i) building known as second building admeasuring 1000 sq. ft. consisting of ground floor and (ii) building known as third building being a bungalow admeasuring 800 sq. ft. consisting of ground floor and more particularly described in the Fourth Schedule thereunder written, for the consideration and in the manner as stated therein. Pursuant to the said Deed of Conveyance dated 30th May, 2008, name of Shripal Realty Pvt. Ltd. was entered into the Property Card as owners to the extent of 6085.5 sq. mts. or thereabouts.

6. By and under Deed of Confirmation dated 9th September, 2008 (registered with the office of the Sub Registrar of Assurances under Serial No.BDR/07385/2008) Mr. Sunil Puri,one of the partners of M/s. Puri Properties and Investments through his constituted Attorney Mr. RamnathPuri vide Power of Attorney dated 16th April, 2008 gave their no objection to the sale and conveyance of the Property by Indenture of Conveyance dated 30th May, 2008, in favour of Shripal Realty Pvt. Ltd.

7. A company scheme petition No. 669 of 2011 was filed by Shripal Realty Private Limited before the Hon'ble Court of Mumbai for merger of Shripal Realty Private Limited with Lodha Developers Limited, said petition was sanctioned by the Hon'ble Court of Mumbai on 9th March 2012 and said Shripal Realty Private Limited was merged with Lodha Developers Private Limited (formerly known as Lodha Developers Limited) from 9th March 2012, with effect from 1st June 2012.

8. The Company had executed an Indenture of Mortgage dated 25th March 2012 (BDR-[illegible]/2012) in respect of the Property in favour of State Bank of India. By a Release Deed dated 24th November 2014 (registered with the office of Sub-Registrar of Assurances at serial no. KRL-3/9584/2014), the State Bank of India released the said mortgage in respect of the Property.

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Annexure 4

(Key Approvals)

No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1.	Intimation of Disapproval	20 April 2011	CE/4374/BPES/AL	Municipal Corporation of Greater Mumbai
2.	Amended Intimation of Disapproval	15 January 2015	CE/4374/BPES/AL	Municipal Corporation of Greater Mumbai
3.	Commencement Certificate	5 August 2011	CE/4374/BPES/AL	Municipal Corporation of Greater Mumbai
4.	Occupation Certificate	4 November 2015	CE/4374/BPES/AL	Municipal Corporation of Greater Mumbai

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Annexure 6

(Unit and Project Details)

(I) CUSTOMER ID : 1273680

(II) Correspondence Address of Purchaser: H-1,1103,11th Floor, Bhoomi Park, Phase -2, Opp Marve Road, Malad West, Mumbai-400095

(III) Email ID of Purchaser: ankush@powaicub.com

(IV) Unit Details:

(i) Development/Project **Lodha Supremus-Powai**

(ii) Building Name **Lodha Supremus-Powai**

(iii) Wing –

(iv) Unit No. **1401**

(v) Area

	Sq. Ft.	Sq. Mtrs
Carpet Area	1354	125.79
RERA Area	-	-
Net Area (Carpet Area + RERA Area)	1354	125.79

(vi) Car Parking Space allotted **1 (One)**

(V) **Consideration Value (CV): Rs. 26353374/- (Rupees Two Crores Sixty Three Lakhs Fifty Three Thousand Three Hundred Seventy Four Only)**

(VI) **Payment Schedule for the Consideration Value (CV):**

Sr. no.	Upon Initiation of	Amount (In Rs.)
1	Application money-1	**Rs.630000/-**
2	Application money-2	**Rs.25723374/-**

(VII) **Reimbursements**: Payable on/before the Date of Offer of Possession*

(1) **Land Under Construction (LUC) Reimbursement**

Rs. 4176/- (Rupees Four Thousand One Hundred Seventy Six Only) towards reimbursement of LUC from the start of construction till the Date of Offer of Possession.

(2) **Electricity Deposit Reimbursement**

Rs.20,000/- (Rupees Twenty Thousand Only) towards provisional amount of reimbursement of deposit paid to Electricity Supply company on the Purchaser's behalf. The benefit of the said deposit shall stand transferred to the Purchaser when meter is transferred to the Purchaser's name.

(3) **Legal Charges Rs.28,000/- (Rupees Twenty Eight Thousand Only)**

(4) **Administrative Charges Rs.29,050/- (Rupees Twenty Nine Thousand Fifty Only)**

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(5) **Utility connection and related expenses**: **Rs.83,000/- (Rupees Eighty Three Thousand Only)**

(6) **Pipes Gas connection and related expenses (if applicable)**: Rs. NA/- (NA)

(VIII) **Maintenance Related Amounts**:Provisional amounts (subject to actuals) payableon/before the Date of Offer of Possession

(1) **BCAM Charges**: **Rs.340956/- (Rupees Three Lakhs Forty Thousand Nine Hundred Fifty Six Only)** covering period of 18 months from DOP

(2) **FCAM Charges (if applicable)**: Rs NA/- (NA) covering period of 60 months from DOP

(3) **Property Tax (Estimated)**: **Rs. NA/- (Rupees NA Only)** covering period of 18 months from DOP

(4) **Sinking Fund**: Rs NA/- (NA)

(5) **Building Protection Deposit**: **Rs. 125280/- (Rupees One Lakh Twenty Five Thousand Two Hundred Eighty Only)**Undated cheque of towards Building Protection Deposit which shall be encashed only if there is violation of guidelines in respect of execution of fit outs/interior works

Total Consideration = Consideration Value (CV) + Reimbursements + Maintenance Related Amounts.

All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Purchaser separately immediately upon the same being demanded by the Company.

(IX) **Date of Offer of Possession**: Ready to Move In

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Annexure 7

(Common Areas and Amenities)

Key Amenities:

- Vastu compliant design
- Glass facade with beautiful views of Powai lake
- Clean floor plate with column-free areas*
- Executive toilet** in each office
- Pantry provision** in each office
- Separate ladies and gents common toilets on each floor
- Offices ranging from 1305 sq. ft. to 19629 sq. ft. (note – largest should be calculated as the maximum combinable office on a floor)
- Super-exclusive Gardenia offices with private gardens (note – floor 7 only)
- Grand views and free from noise – 1st office floor starts on the 7th level

Key Facilities:

- World-class facade with luxurious stone cladding and glass
- Grand double-height air-conditioned entrance lobby
- Designer air-conditioned lobbies on each floor
- Garden Cafe and fit-outs
- Environmentally sensitive building with advanced features designed to lower operational costs through energy consumption and recycling
- 4 no's high speed elevators from leading brand Thyssen Krupp/ Schindler / Otis
- Separate service elevator for goods and service staff movement
- Multi-layer security with visitor registration system, swipe card access and CCTV monitoring
- Ample car parking with boom barrier control
- Professional facilities management service

* except at periphery

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***All brands mentioned herein are subject to replacement by equivalent brand at the discretion of the Project Architect.**

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Annexure 5		

For Powai Cubicles Private Limited

Director

14th Floor - 1401

PROJECT : LODHA SUPREMUS, POWAI | FLOOR : 7TH,8TH,10TH,11TH,12TH,13TH,14TH,15TH,16TH,17TH,18TH.

LODHA SUPREMUS

Signature luxurious offices

DEVELOPER: DARPAN REALTY PVT LTD

PROPOSED OFFICE : COMMERCIAL BUILDING ON PLOT BEARING C.T.S.NO. 162 AT OF VILLAGE TUNGWE, AT SAKI VIHAR ROAD, POWAI, MUMBAI.

N

ARCHITECTS: SPACEAGE CONSULTANTS B-106, NATRAJ BUILDING, MALAD(E), GOREGAON LINK ROAD, MALAD (W), MUMBAI-400 064.

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Annexure 3

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Certificate of Incorporation Consequent upon conversion to Public Limited Company

GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Registrar of companies, Mumbai
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400

Corporate Identity Number: U45200MH1999PLC030041

Fresh Certificate of Incorporation Consequent upon Conversion from Private Company to Pub

In the matter of LODHA DEVELOPERS PRIVATE LIMITED

I hereby certify that LODHA DEVELOPERS PRIVATE LIMITED which was originally incorporated on Twenty fifth day of September One thousand nine hundred ninety five under the Companies Act, 1956 as LODHA DEVELOPERS LIMITED and upon an intimation made for conversion into Public Limited Company under Section 18 of the Companies Act, 2013 and approval of Central Government signified in writing having been accorded thereto by the RoC - Mumbai vide SRN G78889165 dated 14.03.2018 the name of the said company is this day changed to LODHA DEVELOPERS LIMITED

Given under my hand at Mumbai this Fourteenth day of March Two thousand eighteen

V T SAJEEVAN

Registrar of Companies

RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office

LODHA DEVELOPERS LIMITED
412, Floor, A. 1TO, Vardhaman Chamber, Cawasji Patel Road,
Horniman Circle, Fort, Mumbai, Maharashtra, India, 400001

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Valid upto 19 APR 2012

In replying please quote No. and date of this letter

24

MUNICIPAL CORPORATION OF GREATER MUMBAI

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

No. CHE/ES/0194/L/(NEW) Of

CE/ 9419/BPES/A/L 20 APR 2011

MEMORANDUM

Municipal Office,

To, Mumbai

Sneppe Realty Pvt. Ltd

419, Shah & Nahar Ind Estate, Dr. E. Moses road, Worli, Mumbai 400 018, India

With reference to your Notice, letter No. 5415 dated 17/3/11 and delivered on and the plans, Sections Specifications and description and further particulars and details of your buildings at Proposed I.T. buildings on plot bearing CTS/FP No. 1/A/1 of Village Thanisha at Sahar Taluka, Andheri (E)

Ayresham to me under your letter, dated I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Mumbai Municipal Corporation Act as amended up to date, my disapproval by reasons thereof :-

A : CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK BEFORE PLINTH C.C.

1. That the work shall not be carried out between 7.00a.m. to 7.00p.m.
2. That the qualified registered site supervisor through architect/structural engineer will not be appointed before applying for C.C.& his name and licence no. duly revalidated will not be submitted
3. That adequate care in planning, designing and carrying out construction will not be taken in the proposed building to provide for the consequence of settlement of floors and plinth filling etc.
4. That adequate care will not be taken to safeguard the trees existing on the plot while carrying out construction work & remarks from S.O. shall not be submitted.
5. That the notice under Sec.347 (1)(a) of the Mumbai Municipal Corporation Act will not be sent for intimating the date of commencement of the work
6. That this office will not be intimated in prescribed proforma for checking the opens spaces and building dimensions as soon as the work upto plinth is completed
7. That the clearance certificate from assessment Department regarding upto date payment of Municipal taxes etc.will not be submitted
8. That the requirement of bye law 4(iv) will not be complied with before starting the drainage work and in case Municipal sewer is not laid, the drainage work will not be carried out as per the requirement of Executive Engineer (Sewerage Projects, Planning & completion certificate from him will not be submitted.
9. That the copy of Intimation of Disapproval conditions & other layout or sub-division conditions imposed by the Corporation in connection with the development of the site shall not be given to the vendee/ purchaser and also displayed on site.
10. That the N.A. permission from the Collector of Bombay shall not be submitted
11. That a Liasble Insurance Policy or policy to cover the compensation claims arising out of Workmen's Compensation Act 1923 will not be taken out before starting the work and will not be renewed during the construction.
12. That the development charges as per M.R.T.P (amendment) Act 1993 will not be paid.
13. That the carriage entrance shall not be provided before starting the work.
14. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
15. That the adequate & decent temporary sanitary accommodation will not be provided for construction workers on

Executive Engineer (Building Proposal)
(Eastern Suburbs) - I

CE/ 9419/BPES/A/L 20 APR 2011

Before starting the work

16. That the documentary evidence regarding ownership, area and boundaries of building is not produced by way of Property card, five Extract, extracts from City Survey Record and Hakkapatra need not be submitted
17. That separate P.R.Cards for each sub-divided plots, road etc. will not be submitted
18. That the debris will not be removed before submitting the building completion certificate and royalties thereof will not be paid before starting the work towards debris compliance thereof
19. That the No Objection Certificate from Hydraulic Engineer for the proposed development will not be obtained and the requirements will not be complied with
20. That the proposal will not oversee the section 351 (4)(b) of the Mumbai Municipal Corporation Act.
21. That the remarks from Asst.Engineer, Water Works regarding location, size capacity of the sumbo tank, overhead storage tank not proposed and existing work without be submitted before starting this work and the requirements will not be complied with.
22. That the capacity of overhead tank will not be provided as per 4" Inch issued by department of Hydraulic Engineer and structural design in that effect submitted before requesting to grant commencement certificate
23. That the undertaking for paying additional premium due to increase in land rate as and when demanded shall not be submitted.
24. That the N.O.C. from Civil Eng.(MES) for artificial ventilation in the basement shall not be obtained
25. That the board mentioning the name of Architect/Owner shall not be displayed on site.
26. That Reg. undertaking for agreeing in green Right of Way to adjacent plots shall not be submitted
27. That the N.O.C. from Investigate Officer shall not be submitted.
28. That the commencement certificate under Sec.45/69(1)(c) of the M.R.& T.P.Act shall not be obtained before starting the proposed work.
29. That the manpower wall shall not be constructed on all sides of the plot clear of road widening line with foundation below the bottom of road side drain without encroaching the Row of rain water from the adjoining building in prior possession of building before starting this work as per D.C.Regulation No.30(27)
30. That the site lying plot shall not be filled up to reduced level of atleast 02'1" (0.3) or 9" above adjoining road level whichever is higher with mortum, earth, boulders, etc and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.
31. That the specification for (spastic) if not across roads/development of setback land shall not be obtained from Executive Engineer (Road Construction) before starting this reconstruction work and the access and setback land shall not be developed accordingly including providing street lights and S.W.Dr., the completion certificate shall not be obtained from Executive Engineer (R.C.)/Executive Engineer (E.W.D.(I).S.) before submitting building completion certificate
32. That the extra water & sewerage charges will not be paid to the concern engineer water works better C.C.
33. That the requirement of N.O.C. of Chief fire Officer / Reliance energy will not be complied with before occupation certificate / B.C.C.
34. That the Licensed Structural Engineer will not be appointed supervision drawing as per appendix XI Regulation 3(2)(ii) will not be submitted by him.
35. That the Indemnity Bond indemnifying the Corporation for any action pending on existing structure, any legal dispute of joint ownership, accident, damage risks, no nuisance to colleagues/if and occupants etc will not be submitted.
36. That the structural design and calculations for the proposed work considering seismic factors as per I.S. Code Nos. IS:1893 (1984), 13920 - 1993, 4326 and 1893 - 2002 as per circular no.no.CE/BPES/184/01 dated 2.2.2002 for building drawing adequacy thereof in view up additional load will not be submitted by him.
37. That the registered/environment proposed trees and vegetations will not be got destroyed or site through (Dial no.91 (T.N.C.)/R.O.(I.F.)/(0.1) R before applying for C.C.
38. That the registered undertaking and additional copy of plan shall not be submitted for agreeing to handover setback land free of compensation and that the setback handing over certificate will not be released before and the ownership of this setback land will not be transferred in the name of M.C.G.M.
39. That the existing structure proposed to be demolished will not be demolished or necessary phase programme agreement will not be submitted and get approved before C.C.
40. That the covenant will not comply with the Basement Rules and regulations regarding height, ventilation, and registered undertaking for not misusing the basement will not be submitted before C.C.

B : CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.

1. That the N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building

C : GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C.

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(Eastern Suburbs) - I

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1. That some of the drains will not be laid internally with C.I. pipes.
2. That the dust bin will not be provided as per C.E. 's circular No.CE/5266/11 of 25.8.1978.
3. That the surface drainage arrangement will not be made in consultation with Executive Engineer (S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate.
4. That 10 ft wide paved pathway upto staircase will not be provided.
5. That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon and will not be levelled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.
6. That the name plate/board showing plot No.name of the building etc will not be displayed at a prominent place before O.C.C./B.C.C.
7. That the parking spaces shall not be provided as per D.C. Regulation No.36.
8. That B.C.C. will not be obtained and I.O.D and debris deposit as written be claimed for refund within a period of 5 years from the date of its payment.
9. That the provision will not be made for making available water for flushing and other non potable purposes through a system of borewell and pumping that water through a separate overhead tank which will be connected to the drainage system and will not have any channel of mixing with the normal water supply of the Corporation.
10. That the certificate to the effect that the licensed surveyor had effectively supervised the work and has carried out tests for checking leakages through sanitary blocks, services, fixtures, joints in drainage pipes etc.and that the workmanship is found very satisfactory shall not be submitted.
11. That one set of plans mounted on canvas will not be submitted.
12. That the certificate from Lift Inspector regarding satisfactory installation and operation of lift will not be submitted.
13. That the every part of the building construction and more particularly, overhead tank will not be provided with a proper access for the staff of Inspection Officer with a provision of temporary but safe and stable ladder etc.
14. That the final NOC from C.E. shall not be submitted.
15. That the requirement of clause No.45.8.44 of D.C.R.91 shall not be complied with.
16. That the infrastructural works such as, construction of transformer/kiosk, must be underground cables, concealed wiring inside the flats/housing, intercompose for telecom installations etc. required for providing telecom services shall not be provided.
17. That the provision for rain water harvesting as per design proposed by approved consultant in the field shall not be made to the satisfaction of Municipal Commissioner.
18. That the Administrative fees for disposal of wet waste as per the design and specification of Organisations / individuals specialised in the field as per the bid furnished by Solid Waste Management Department of MCGM, shall not be provided to the satisfaction of Municipal Commissioner.

B) : CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

1. That certificate under Section 270-A of the Bombay Municipal Corporation Act will not be obtained from H.E.'s department regarding adequacy of water supply.

(Executive Engineer (Eastern Suburbs))

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1.) That proper gutters and down pipes are not intended to be put to prevent water dropping from the eaves of the roof to public street.
2.) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as in sub-para (a) before mentioned objections and need by reasons but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of next or in satisfaction any of the provision of the said Act, as amended or aforesaid or any rule, regulations or bye-laws made and that Act at the time in force.
Your attention is drawn to the Special Instructions and Note accompanying this intimation of Disapproval.

(Executive Engineer, Building Proposals, Zone, H/E, Wards -E.)

SPECIAL INSTRUCTIONS

1. **THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.**
2. Under Section 69 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions confer and imposed upon and vested in the Commissioner by Section 245 of the said Act.
3. Under Byelaw, No. 8 of the Commissioner has fixed the following levels:

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth of he--

a) Not less than 3 feet (60 cms.) above the center of the adjoining street at the nearest point at which the river from such building can be communicated with the sewer than existing or thereafter to be laid in such street.
b) Not less than 2 feet (60 cms.) Above every portion of the ground within 6 feet (180 cms.) of such building.
c) Not less than 10 ft. (3.0 m) above Town Hall Datum.

4. Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner within fifteen days of the completion or of the occupation whichever first occurs. Your compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be re-under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation detected by the Assessor and Collector's Department.
5. Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certi with a view to enable the Municipal Commissioner for Greater Mumbai to inspect your premises and to grant a permis before occupation and to levy penalty for non-compliance under Section 471 if necessary.
6. Proposed date of commencement of work should be communicated as per requirements of Section 347 (1) (aa) of Bombay Municipal Corporation Act.
7. One more copy of the block plan should be submitted to the Collector, Mumbai Suburbs District.
8. Necessary permission for Non-agricultural use of the land shall be obtained from the Collector Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the rate that may be fixed by the Collector under the Land Revenue Code and Rules there under.

Attention is drawn to the notes Accompanying this Intimation of Disapproval.

(Executive Engineer, Building Proposals, Zone, H/E, Wards -E.)

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NOTES

1) The work should not be started unless objections are complied with.

2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.

3) Temporary permission on payment of deposit should be obtained any shed to house and store for construction purpose. Residence of workmen shall not be allowed on site. The temporary structures for existing constructional material shall be demolished before submission of building completion certificate and certificate signed by Architect submitted along with the building completion certificate.

4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.

5) Water connection for constructional purpose will not be given until the boarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.

6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilized for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills prefered against them accordingly.

7) The boarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be required to be stacked in front of the property. The scaffoldings, bricks metal, sand props debris, etc. should not be deposited over footpaths or public street by the owners' architect /their contractors, etc. workers obtaining prior permission from the Ward Officer of the area.

8) The work should not be started unless the statement in obviating all the objection is approved by this department.

9) No work should be started unless the structural design is approved.

10) The work above plinth should not be started before the same is shown to the office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimensions.

11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road as footpath.

12) All the terms and condition of the approved layout /sub-division under Dis. of should be adhered to and complied with.

13) No Building /Drainage Completion Certificate will be accepted nor water connection granted (except for the construction purpose) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 341 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.

14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.

15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphalting lighting and drainage before submission of the Building Completion Certificate.

16) Flow of water through adjoining building or culvert, if any should be maintained unobstructed.

Executive Engineer (Building Proposal) Suburbs I / E

THE SEAL OF THE EXECUTIVE ENGINEER (BUILDING PROPOSAL) SUBURBS I / E

CC 4515 SPECIAL 20 APR 2011

17) The surrounding open spaces around the building should be consolidated in Concrete having brake glass pieces at the rate of 12.5 nales stones per 10 sq. metres below pavement.

18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining building before starting the work in green the owner's building.

19) No work should be started unless the existing structures proposed to be demolished are demolished.

20) The Intimation of Disapproval is given exclusively for the purpose of enabling you to proceede further with the arrangements of obtaining No Objection Certificate from the Housing Commissioner under Section 33 (5) (II) of the Rent Act and in the event if your proceeding with the work either without an intimation about commencing the work under Section 347(1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the assessment will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act 1966, (1) of the Town Planning Act), will be with drawn.

21) If it is proposed to demolish the existing structure be negotiations with the lessee, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:
   i. Specific plans in respect of evacuing or rehousing the existing tenants on lease stating their number and the areas in occupation of each.
   ii. Specifically signed agreements between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
   iii. Plans showing the phased programme of constructions has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.

22) In case of extension to existing building, blocking of existing windows of rooms deriving light and air from other sides should be done first starting the work.

23) In case of additional floor no work should be start in during monsoon which will cause seize water leakage and consequent nuisance to the tenants staying on the floor below.

24) The bottom of the over head storage work above the finished level of the terrace shall not be more than 3 metres.

25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.

26) It is to be understood that the foundations must be excavated down to hard soil.

27) The positions of the subsoils and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.

28) The water arrangement are be carried out in strict accordance with the Municipal requirements.

29) No new well, tank, pond, system or fountain shall be dug or constructed without the previous writing of the Municipal Commissioner for Greater Mumbai, as required in Section 181-A of the Municipal Corporation Act.

30) All gully traps and open channel drains shall be provided with right fitting mosquito proof [illegible] iron plates or hinges. The manholes of all systems shall be covered with a properly fitting mosquito proof hinged cast iron cap over in iron pipes, with locking arrangement provided with a bolt and huge arrangement highly serving the purpose of lock and the warning pipes of the rubber provided with screwed down plugs pieces (like a garden inset cock) with copper pipes with perforations such are exceeding 3.5 mm in diameter. The system shall be made easily, safely and permanently accessible be providing a family [illegible] iron [illegible] the upper ends of the ladder should be earmarked and extended 40 cms above the top where they are to be fixed. Steel as in lower ends in cement concrete blocks.

31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles so the use of plane glass for coping over compound wall.

Executive Engineer (Building Proposal) Suburbs I / E

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MUNICIPAL CORPORATION OF GREATER MUMBAI
CE/437/BP(WS)/AL 15 JAN 2015

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To,
M/s. Spaceage Consultants,
B-106, Hubtal Bldg., Shirodkar Complex,
Mulund – Link Rd., Mulund - (W),
Mumbai – 400 080.

Sub: Amended plans for Proposed Commercial building on plot bearing C.T.S.No 182 A/1 of village Tungwa at Saki Vihar road, Kurla (West).

Ref: Your letter dated 29/12/2014.

Sir,

I have to inform you that, the amended plans submitted by you for the above mentioned work are hereby approved, subject to the compliance of the conditions mentioned in this office intimation of Disapproval under even No. 2046/2011 and amended plans approval letter dated 10/2011, 23/04/2013, 31/03/2013 & 07/04/2014 and following additional conditions:

1) That the R.C.C. design and calculations as per the amended plans should be submitted through the registered structural engineer before starting the work.
2) That all requisite fees, deposits, development charges etc. shall be paid.
3) That the C.C. shall be got endorsed as per approved amended plans.
4) That incentive FSI in lieu of handing over of PPL as per DCR 33 (24) shall be release only after handing over & constructed PPL to M.C.G.M. free of cost.

One set of amended plans duly signed and stamped is hereby returned in the token of Municipal approval.

Yours faithfully,

Executive Engineer
(Building Proposal)E. S.-I

Acc: One set of plan

CEN forwarded for information to the owner
M/s. Lodha Developers Pvt. Ltd.

Executive Engineer
(Building Proposal)E. S.-I

THE SEAL OF THE SUB-REGISTRAR OF ASSURANCES

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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

COMMENCEMENT CERTIFICATE

With reference to your application No. [illegible] Dated [illegible] for development, Permission and grant of Commencement Certificate under Section 45 & 46 of the Maharashtra Regional and Town Planning Act 1966, in respect of development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building No. [illegible] on plot No. [illegible] C.T.S. No. 1324/1 of Ghatkopar Town Planning Scheme No. [illegible] Village / Road / Street [illegible] of the / Ward, the Commencement Certificate/Building Permit is granted on the following conditions:

1. The land vacated in consequence of the enforcement of the setback line/road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such cases shall not be any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :-
   (a) The Development work in regard of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
   (b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
   (c) The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him or such person as may be entitled to have carried out the development work in contravention of Section 43 or 44 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors-in-title and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. V.P. Chitnavis, Executive Engineer to exercise the powers and functions of the Planning Authority under Section 45 of the said Act.

Dated this [illegible] day of [illegible] 2011

This CC is valid upto [illegible] 2014 Including the approved plans and height

Remarks: [illegible]

For and on behalf of Local Authority
The Municipal Commissioner of Greater Mumbai

Sd/-
Executive Engineer - Building Proposal
Eastern Suburbs

Issued on	Valid upto C C Extension	Remarks	Signature

C.C. for Commercial I.T. Building Comprising of Four Nos. Basement + Stilt + 1st to 12th Upper Floors + Part for Public Parking as per approved amended Plans dt. 02/08/2011

C.C. upto 2nd floor (i.e. 20.20 mts.) as per approved plans dt. 03/08/2011

C.C. upto 3rd floor (i.e. 26.20 mts.) as per approved plans dt. 23/09/2013

C.C. upto 9th floor (i.e. 56.80 mts.) for Lobby, Refuge Area and Part Amenity Floor as per approved plans dt. 23/09/2013

C.C. upto 12th floor (i.e. 68.80 mts.) for Part Amenity Floor as per approved plans dt. 23/09/2013

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MUNICIPAL CORPORATION OF GREATER MUMBAI
CE/437/4/BP(ES)/AL 04 NOV 2015

To,
M/S. Spaceage Consultants
B-106, Natraj Building, Shiv shrushti Complex,
Mulund Goregaon - link Road, Mulund (W),
Mumbai- 400 080.

Sub :- Full Occupation for Commercial building on plot bearing C.T.S No. 182-A/1 of village Tungwa at Saki Vihar road, Kurla (W).

Ref:- Your Letter dt.21/10/2015

With reference to above letter is to infrom you that there is no objection to occupy for Comprising of two level basement one basement for Service/Utility & Second basement for office parking + ground (pt) + 1st & 2nd level office parking + 1st to 14th (pt) (for Commercial user) the supervision of licensed Site supervisor Shri. Kanwaljit Singh Bindra having licensed no. S/891/SS-I & Licensed I.S. Shri. Shashikant L.Jadhav having License no. J/167/A.S. and Licensed Strudural Engineer Shri. Mukesh Pritamdasani having licensed no. STR/P/92 and subject to following additional conditions.

1. That the certificate under Section 270-A of M.M.C. Act shall be submitted within 3 months of B.C.C. whichever is earlier.
2. That as per Circular No. Ch.E./27921/DP/Gen dated 06/01/2014, the owner / developer and concerned architect / L.S. shall compile and preserve the following documents :-
   a) Ownership document, b) Copies of IOD, CC subsequent amendments, O.C.C., B.C.C. and corresponding canvass mounted plans, c) copies of Soil Investigation Reports, d) B.C.C details and canvas mounted structural drawings, e) Structural Stability Certificate from Licensed Structural Engineer, f) Structural Audit Reports, g) All details of repairs carried out in the building, h) Supervision certificate issued by the Licensed Site Supervisor, i) Building Completion Certificate issued by L.S. / Architect, j) NOC and completion certificate issued by the C.F.O. k) Fire Safety Audit carried out as per the requirement of C.F.O.
   The above documents / plans shall be handed over to the end user / prospective society within a period of 30 days in case of redevelopment of properties and in other cases, the same should be handed over within a period of 90 days after granting Occupation Certificate.
3. That all registered undertaking /Indemnity bond for incorporation the condition of handing over of document to the society /end user as per Circular No. Ch.E./27921/DP/Gen dated 06/01/2014 shall be submitted & copy of agreement showing the above condition shall be submitted.

A set of plans duly stamped/signed showing occupation permission granted to portion certified completions plans is hereby returned in the token of Municipal approval.

Yours faithfully,

Executive Engineer
(Building Proposal) E.S. – I

Encl : One set of plan

Copy forwarded for information to the Owner
M/S. Lodha Developers Pvt Ltd.

Executive Engineer
(Building Proposal) E.S. – I

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दस्त नोंदणी क्रमांक-2

BD4/4

दस्त क्रमांक 7322/2018

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दस्त क्रमांक :BD4/7322/2018

पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1 नाव:पहाई मधुसिंघल पत्ता पिन नं:ओरोएाइज सिनेटेरी अंधेरा कलानगर पोस्ट पहाडोही नं. एच 1.1103, माळा नं: 11 वा मजला, इमारतीचे नाव: मुंबई पोस्ट ऑफिस 2, सोसायटी नं: नवी दिल्ली, दिल्ली नं: महाराष्ट्र गोरेगाव मुंबई, महाराष्ट्र, मुंबई पॅन नंबर:AAICP2988B	लिहून देणार वय :43 स्वाक्षरी:		
2 नाव:असोसिएट इनेक्युटिव्ह एजन्सी चे अधिकृत मुखत्यार कृष्णकुमार शिवराजका - पत्ता:403-405, , मुंबई वेट, महिंद्रा टॉवर मार्ग, महाराष्ट्र कुरकरा मार्ग, बाजी, मुंबई, बीजी मार्ग MAHARASHTRA, MUMBAI, Non Government पॅन नंबर:AABFA2758C	लिहून घेणार वय :34 स्वाक्षरी:		

दिनांक दस्तऐवज करून दिल्याचा दिनांक :15 / 06 / 2018 04 : 59 : 54 PM

ओळख :

खालील इसम असे निवेदित करतात की ते दस्तामध्ये नमूद केलेल्या पक्षकारांना ओळखतात, व त्यांनी सदरील दस्तावर सह्या

पक्षकाराचे नाव व पत्ता	छायाचित्र	अंगठ्याचा ठसा
1 नाव:कमलेश खंडारे वय:32 पत्ता:बी 103 पृथ्वी एम्पायर बोरीवली पू पिन कोड:400066		
2 नाव:कुमार सोहम वय:20 पत्ता:बी 103 पृथ्वी एम्पायर बोरीवली पू पिन कोड:400066		

दिनांक व वेळ:15 / 06 / 2018 05 : 02 : 56 PM

दिनांक व वेळ: 15 / 06 / 2018 05 : 03 : 37 PM ओळख

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EPayment Details

E-payment Number	Defacement Number
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