Minutes of the meeting of the BOARD OF DIRECTORS and the resolution of the Powai Cubicles Private Limited HELD ON 31.08.2017 AT H-1, 1103,11th floor Bhoomi Park Phase -2, Near Jankaliyan Nagar, Off Marve Road, Malad west, Mumbai - 400095, Maharashtra, INDIA

Mr. Ankush Patel has been elected Chairman of the Board and will conduct Board meetings.

QUORUM

The Chairperson declared the quorum complete and the meeting competent to transact business.

Purchase decision and dealing with ICICI Bank for funding

"RESOLVED THAT Powai Cubicles would like to purchase unit #1707 in Lodha Supremus located opposite MTNL Telephone exchange at Saki Vihar Road, Powai, Mumbai 400072. In this regards, the Board resolves and authorizes Mr. Anil Sharma to make all necessary arrangements like negotiating with Lodha Developers, applying to ICICI Bank for a loan of Rs. 1,80,00,000/- (Rupees one crore eighty lakhs only) and completing all legal formalities necessary for the purchase of the unit on behalf of the Board

Mr Anil Sharma can sign as the authorized signatory for the applications submitted to ICICI Bank and Lodha Developers as wel as any other legal processes involved in this purchase. *Once authorized signatory has signed it will be binding on the Company."*

VOTE OF THANKS

There being no other business, the meeting concluded with a vote of thanks to the Chair.

RESOLVED FURTHER THAT the Common Seal of the Company, if required, be affixed on the Agreement, documents, undertakings or writings as may be required in presence of Mr Anil Sharma, who shall sign the same in token thereof;

RESOLVED FURTHER THAT in accordance with the provisions of the Companies Act 2013, Mr. Anil Sharma, be and is hereby authorized to issue a 'true copy' of this resolution to the concerned authorities /parties as may be necessary and they be authorized to act thereon."

Anil Sharma
Director

Ankush K Patel
Director & Chairman of Board

Powai Cubicles Private Limited
Registered Office : H1-1103, Phase-2, Bhoomi Park, Off Marve Road Malad (W) Mumbai-400095

For Powai Cubicles Private Limited

Director

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LODHA

BUILDING A BETTER LIFE

Date: 30-Nov-2017

Place : Mumbai

To,
ICICI Bank limited

Dear Sirs :

Re : Permission to mortgage unit no 1707 on the 17th floor of the building named as Supremus Powai situated at Powai, Mumbai.

1. This is to confirm that we have allotted unit no. 1707 admeasuring 954 sq. ft. (carpet area) on the 17th floor of the building known as Supremus Powai situated at Powai, Mumbai under construction by us to **M/s. Powai Cubicles Pvt Ltd.** for a total consideration of **Rs. 19577346.0/-(Rupees One Crore Ninety Five Lakhs Seventy Seven Thousand Three Hundred and Forty Six only)** under an Agreement to sell dated 22-Nov-2017.

2. We confirm that we have obtained necessary permissions/approvals/sanctions for construction of the said building from all the concerned competent authorities and the construction of the building as well as of the unit are in accordance with the approved plans. We assure that the said unit as well as the said building and the land appurtenant thereto are not subject to any encumbrance of any kind whatsoever and that the entire property is free and marketable. We have a clear and marketable title to the said property and every part thereof.

3. M/s. Powai Cubicles Pvt Ltd had paid an amount of **Rs 540000.00/- (Five Lakhs Forty Thousand only)** and a sum of **Rs. 1,90,37,346/-(Rupees One Crore Ninety Lakhs Thirty Seven Thousand Three Hundred and Forty Six only)** remains to be paid towards the cost of the said unit as per the Agreement To Sell.

4. Possession for fit out of the said unit will be given to M/s. Powai Cubicles Pvt Ltd. on full payment of the agreement value along with the statutory taxes, society and other charges.

5. We are aware that the said M/s. Powai Cubicles Pvt Ltd. ("the Purchaser") has approached ICICI Bank for a financial assistance on the above unit and M/s. Powai Cubicles Pvt Ltd. has agreed to mortgage the said unit in your favour / in favour of your security trustee as security for the said financial assistance. We hereby confirm that we have no objection to the same.

AND Not withstanding anything to the contrary contained in the said Agreement To Sell, we confirm to register the aforesaid charge in our books in respect of the said unit and the said purchaser will not be permitted to transfer/cancel, assign, sell off or in any other way/manner deal with the said unit prejudicial to the interest of your Company/ your security trustee without the prior written consent of your Company / your security trustee.

6. We undertake to form a Co-operative Society / Condominium / Ultimate Organization under the Apartment Ownership Act of the premises/unit holders in the aforesaid building. And we agree to inform and give proper notice to the Co-operative Society / Ultimate Organization as and when formed, about the said unit/unit being so mortgaged.

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LODHA

BUILDING A BETTER LIFE

7. We further agree that in case the Agreement to Sell of the unit executed between ourselves and M/s. Powai Cubicles Pvt Ltd. is terminated or otherwise the unit / premises purchase transaction is cancelled on account of non-payment of own contribution or for any reason whatsoever, then your bank shall have priority over the sum or sums of money advanced to M/s. Powai Cubicles Pvt Ltd. and paid to us, and we hereby undertake to forthwith refund to you as per the terms of Agreement to Sell, such sum/sums of money paid to us".

Yours Faithfully,

For Lodha Developers Private Ltd.

Authorised Signatory

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LODHA

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08-12-2017

1270761/RPT/C0380A01707M0

Ms. Powai Cubicles Pvt Ltd
H-1,1103,11th Floor,Bhoomi Park, Phase -2
Off Marve Road,
Malad West
Mumbai-400095
+919820603049

Payment Receipt

Receipt No. 1700013935

LODHA SUPREMUS - POWAI,
Lodha Supremus - Powai,
A-1707, 17th Floor

Payment Milestone	Towards Consideration (₹)	ST/GST* (₹)	Interest (a) (₹)	Admin Charges (b) (₹)	GST on (a) + (b) (₹)	Total (₹)
Application money-2	1,581,583.00		32,662.00			1,614,245.00
Total(₹)	1,581,583.00		32,662.00			1,614,245.00
(In Words) Rupees Sixteen Lakhs Fourteen Thousand Two Hundred and Forty Five only						
*including CGST & SGST, as applicable					*GSTN No. - 27AAACL1490J1ZG	

Payment Mode	Particulars	Instrument Date	Instrument No. / Code	Amount (₹)
CHEQUE	ICICI BANK	06-12-2017	30588	1,614,245.00
Total(₹)				1,614,245.00

CONSOLIDATED REVENUE STAMP DUTY PAID : NOTIFICATION NO #EMUSHU-2016/1574/C.R.No.441/M-1 Dated29thJune,2016

Received with thanks**
from Powai Cubicles Pvt Ltd
the sum of Rupees Sixteen Lakhs Fourteen Thousand Two Hundred and Forty Five only

Note: In case of cheque/DD payments, the payment has been credited to your account in line with the realization of the instrument, i.e. after 2 bank working days from date of receipt of instrument by Lodha.

For LODHA DEVELOPERS PRIVATE LIMITED

Director/Partner/Manager
**Subject to realisation of payment

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LODHA

12-12-2017

1270761/RPT/C0380A01707M0

Ms. Powai Cubicles Pvt Ltd
H-1,1103,11th Floor,Bhoomi Park, Phase -2
Off Marve Road,
Malad West
Mumbai-400095
+919820603049

Receipt No. 1700013965

Payment Receipt

LODHA SUPREMUS - POWAI,
Lodha Supremus - Powai,
A 1707, 17th Floor

Payment Milestone	Towards Consideration (₹)	ST/GST* (₹)	Interest (a) (₹)	Admin Charges (b) (₹)	GST on (a) + (b) (₹)	Total (₹)
Application money-2	1,139,013.00		987.00			1,140,000.00
Total(₹)	1,139,013.00		987.00			1,140,000.00
(In Words) Rupees Eleven Lakhs Forty Thousand only						
*including CGST & SGST, as applicable					*GSTN No. - 27AAACL1490J1ZG	

Payment Mode	Particulars	Instrument Date	Instrument No. / Code	Amount (₹)
CHEQUE	ICICI BANK	11-12-2017	30589	1,140,000.00
Total(₹)				1,140,000.00
CONSOLIDATED REVENUE STAMP DUTY PAID : NOTIFICATION NO #EMUSHU-2015/439/C.R.NO.102/M-1DATED 11thMARCH2015				

Received with thanks**
from Powai Cubicles Pvt Ltd
the sum of Rupees Eleven Lakhs Forty Thousand only

Note: In case of cheque/DD payments, the payment has been credited to your account in line with the realization of the instrument, i.e. after 2 bank working days from date of receipt of instrument by Lodha.

For LODHA DEVELOPERS PRIVATE LIMITED

Director/Partner/Manager
Subject to realisation of payment

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LODHA

1270761/RPTA/C0380A01707/M0/Z0202/P1

Ms. Powai Cubicles Pvt Ltd
H-1,1103,11th Floor,Bhoomi Park, Phase -2
Off Marve Road,
Malad West
Mumbai - 400095
+919820603049

RECEIPT

Receipt No: 1400004474

Date: 25.10.2017

LODHA SUPREMUS - POWAI
Building: LODHA SUPREMUS
No: A-1707, 17th FLOOR

Particulars	Amount(Rs)
Application money 1	540,000.00
Total:	**540,000.00**

as per details in the margin hereof

RECEIVED with thanks from:
Ms. Powai Cubicles Pvt Ltd

the Sum Of **Rupees Five Lakh Forty Thousand only**

By Cheque 33584 ICICI Bk Dt: 03.10.2017

Note: In case of cheque/DD payments, the payment has been credited to your account in line with the realization of the instrument, i.e. after 2 bank working days from date of receipt of instrument by Lodha.

For LODHA DEVELOPERS PRIVATE LIMITED

Subject to Realisation of cheque

Partner/Manager

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LODHA
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Demand & Tax Invoice

30.11.2017

C091270761/DML/CC060A01707MD/Z3582
Invoice No - RV17/00100001302

Ms. Powai Cubicles Pvt Ltd
H-1,1103,11th Floor,Bhoomi Park, Phase -2
Off Marve Road,
Malad West,Mumbai-400095
Ph: +919820609049

Dear Ms. Powai Cubicles Pvt Ltd,

Greetings from the Lodha Group.

We are pleased to inform you that the next milestone as per the payment schedule for your Unit No. A-1707, in Lodha Supremus - Powai at LODHA SUPREMUS - POWAI, is now initiated.

Correspondingly, we would appreciate receiving the following payments by 14.12.2017 (for the fresh milestone. Past dues, if any, are already payable as per respective due dates).

Particulars	Amount
Application money 3	15,681,454.00
Add Previous Dues towards Consideration Value	3,355,892.00
Total Dues Towards Principal (A)	19,037,346.00

(Instrument 1) A is payable to: LODHA DEVELOPERS PRIVATE LIMITED

Particulars	Amount
CGST (9%)	0.00
SGST (9%)	0.00
Add Interest on Delayed Payments as on 30.11.2017	21,464.00
Delayed Payment Admin Charges on Previous Dues	67,118.00
Total Towards Taxes, Interest & Admin Charges, Less Credits (B)	88,582.00

(Instrument 2) B is payable to: LODHA DEVELOPERS PRIVATE LIMITED A/C TAX COLLECTION

GSTIN : 27AAACL1490J1ZG **SAC CODE : 995414**

As detailed above, please issue two separate instruments towards respective entities for the Amounts mentioned under A and B. For payments by Cheque/Pay Order/Demand Draft, please do ensure that the same is delivered to us at least 3 working days before the payment due date to ensure timely credit to your account and avoid interest and levy of penal charges.

In case you are paying TDS directly, you are required to submit the TDS certificate within 15 days from the date of payment.

For any assistance, please do reach out to RAJIV DEV, at 022 67161111 or write to rajiv.dev@lodhagroup.com.

Thank you for your patronage.

Best Regards,
LODHA DEVELOPERS PRIVATE LIMITED

This is an electronically generated letter and hence does not require any signature.

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LODHA

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Demand & Tax Invoice

24.10.2017

0001270751/DMLK/0380A0170/MIX/20203
Invoice No:- RV17Z00100000882

Ms. Powai Cubicles Pvt Ltd
H-1,1103,11th Floor,Bhoomi Park, Phase -2
Off Marve Road,
Malad West,Mumbai-400095
Ph: +919820603049

Dear Ms. Powai Cubicles Pvt Ltd,

Greetings from the Lodha Group.

We are pleased to inform you that the next milestone as per the payment schedule for your Unit No. A-1707, in Lodha Supremus - Powai at LODHA SUPREMUS - POWAI, is now initiated.

Correspondingly, we would appreciate receiving the following payments by 07.11.2017 (for the fresh milestone. Past dues, if any, are already payable as per respective due dates).

Particulars	Amount
Application money-2	3,355,892.00
Total Dues Towards Principal (A)	3,355,892.00

(Instrument 1) A is payable to: LODHA DEVELOPERS PRIVATE LIMITED

Particulars	Amount
CGST (9%)	0.00
SGST (9%)	0.00
Add Interest on Delayed Payments as on 30.11.2017	21,464.00
Delayed Payment Admin Charges on Previous Dues	67,118.00
Total Towards Taxes, Interest & Admin Charges, Less Credits (B)	88,582.00

(Instrument 2) B is payable to: LODHA DEVELOPERS PRIVATE LIMITED A/C TAX COLLECTION

GSTIN : 27AAACL1490J1ZG **SAC CODE : 995414**

As detailed above, please issue two separate instruments towards respective entities for the Amounts mentioned under A and B. For payments by Cheque/Pay Order/Demand Draft, please do ensure that the same is delivered to us at least 3 working days before the payment due date to ensure timely credit to your account and avoid interest and levy of penal charges.

In case you are paying TDS directly, you are required to submit the TDS certificate within 15 days from the date of payment.

For any assistance, please do reach out to RAJIV DEV, at 022 67161111 or write to rajiv.dev@lodhagroup.com.

Thank you for your patronage.

Best Regards,
LODHA DEVELOPERS PRIVATE LIMITED

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Powai Cubicle Pvt Ltd

LODHA

Beyond all expectations

Scanned with CamScanner

[redacted]

Monday,November 27 ,2017
6:57 PM

पावती

Original/Duplicate
नोंदणी क्रं. :39म
Regn.:39M

पावती क्रं.: 15140 दिनांक: 27/11/2017

गावाचे नाव: तुंगवा
दस्तऐवजाचा अनुक्रमांक: करल1-11863-2017
दस्तऐवजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: पवई कंस्ट्रक्शन्स प्रा लि तर्फे डायरेक्टर अनिल शर्मा

नोंदणी फी	रु. 30000.00
दस्त हाताळणी फी	रु. 1700.00
पृष्ठांची संख्या: 85	
एकूण:	रु. 31700.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे
7:02 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक कुर्ला 1

बाजार मुल्य: रु.24115372.6 /-
मोबदला रु.19577346/-
भरलेले मुद्रांक शुल्क : रु. 1206500/-

मूळ दस्त व थंबनेल प्रिंट मिळाली

सह दुय्यम निबंधक
कुर्ला-१ (वर्ग-२)

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH007496045201718R दिनांक: 27/11/2017
बँकेचे नाव व पत्ता: IDBI
2) देयकाचा प्रकार: By Cash रक्कम: रु 1700/-

nv

11/27/2017

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मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)

मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव)

27 November 2017 01:42:25 PM

Valuation ID: 201711274481

मूल्यांकनाचे वर्ष	2017
जिल्हा	मुंबई(उपनगर)
मूल्य विभाग	117-तुंगवा - कुर्ला
उप मूल्य विभाग	117/364तुंगवा तुंगवातील सर्व मिळकती
सर्व्हे नंबर/न.भू.क्रमांक	सि.टी.एस नंबर:182

वार्षिक मूल्य दर तक्त्यानुसार मूल्यदर रु.					
खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगीक	मोजमापनाचे एकक
112900	167100	199600	235200	167100	चौरस मीटर

बांधीव क्षेत्राची माहिती

मिळकतीचे क्षेत्र-	106.35चौरस मीटर	मिळकतीचा वापर-	वापरात नसलेले व्यावसायिक	मिळकतीचा प्रकार-	बांधीव
बांधकामाचे वर्गीकरण-	1-आर सी सी	मिळकतीचे वय-	0 TO 2वर्ष	मूल्यदर/बांधकामाचा दर -	Rs.199600/-
उद्वहनसुविधा-	आहे	मजला -	11th floor To 20th floor		

सामिल
आपराध्या
वातावरणीय
कार्यालये/व्यावसायिक
- No

मजला निहाय घटलाभ = 110% apply to rate= Rs.219560/-

एसा-कानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर	=(वार्षिक मूल्यदर - खुल्या जमिनीचा दर)* घसा-यानुसार जमिन दर)+ खुल्या जमिनीचा दर)
	= ((219560-112900) * (100 / 100))+112900)
	= Rs.219560/-
A) मुख्य मिळकतीचे मूल्य	= वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र
	= 219560 * 106.35
	= Rs.23350206/-
B) बंदिस्त वाहन तळाचे क्षेत्र	13.94चौरस मीटर
बंदिस्त वाहन तळाचे मूल्य	= 13.94 * (219560 * 25/100)
	= Rs.765166.6/-
एकत्रित अंतिम मुल्य	- मुख्य मिळकतीचे मूल्य -तळघराचे मूल्य - गेझेबोईन लावला क्षेत्र मुल्य - लावलेला गच्चीचे मूल्य - बंदिस्त वाहन तळाचे मूल्य - खुल्या जमिनीवरील वाहन तळाचे मूल्य - कुमारी ओवरीच्या खुल्या
	= A + B + C + D - E + F + G - H
	= 23350205 + 0 - 0 + 0 - 765166.6 + 0 + 0 + 0
	=Rs.24115372.6/-

Home | Print

कुर्ला - १
११९८७ | १ | १७
२०१७

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Hot Payment Successful. Your Payment Confirmation Number is 143761752

CHALLAN

MTR Form Number - 6

GRN NUMBER	MH007496045201718R	BARCODE		Form ID :	Date: 22-11-2017
Department	IGR			Payee Details	
Receipt Type	RM			Dept. ID (If Any)	
Office Name	IGR197-KRLA1_JT SUB REGISTRAR KURLA NO 1	Location		PAN No. (If Applicable)	PAN-AAICP2988B 99R3 3 C 20919
Year	Period: From : 21/11/2017 To : 31/03/2099			Full Name	POWAI CUBICLE PRIVATE LIMITED
Object		Amount in Rs.		Flat/Block No, Premises/ Bldg	1707 17th Floor Suprem Powai
0030045501-75		1206500.00		Road/Street, Area /Locality	Opp MTNL OFF JVLR
0030063301-70		30000.00		Town/ City/ District	SAKI VIHAR ROAD POW MUMBAI Maharashtra
		0.00		PIN	4 0 0 0 7 2
		0.00		Remarks (If Any) :	
		0.00			
		0.00			
		0.00			
		0.00			
		0.00			
Total		1236500.00		Amount in words	Rupees Twelve Lakh Thirty Thousand Five Hundred Only
Payment Details:IDBI NetBanking Payment ID : 143761752				FOR USE IN RECEIVING BANK	
Cheque- DD Details:				Bank CIN No : 691033320171122	
Cheque- DD No.				Date	22-11-2017
Name of Bank	IDBI BANK			Bank-Branch	454 DADAR 14
Name of Branch				Scroll No.	

SEAL OF THE SUB REGISTRAR KURLA

IDBI BANK LTD.

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करल - १

१५६३ | ८ | १५

२०१७

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करल - ९		
१५९३	५	८५
२०१७		

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at **Mumbai** this **22ND** day of **November, 2017**

BETWEEN:

Lodha Developers Private 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, Off 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 last 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 herein*) 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 Property is 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 required under 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.

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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 Area**" 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 Completion Date**" 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. **FCAM Charges**" shall have the meaning ascribed to it in Clause 15.5.

1.11. **FCAM 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 this Agreement on account of a cheque issued pursuant to this Agreement is 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 for 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 such 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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1.14. "**Cheque Bouncing Charges**" shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is 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 that 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.

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

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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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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:

a. 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 the 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 rightsand, 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 5**(*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 EBVT Area as specified at **Annexure 6**(*Unit and Project Details*) and floorplan thereto (with unit shaded) 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 meaning 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. [illegible] drawings, plans and specifications;

d. [illegible] and particulars of fixtures, fittings and amenities.

3.2. 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 the 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 follow-up 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/- (Indian 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 conditions 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 Area more 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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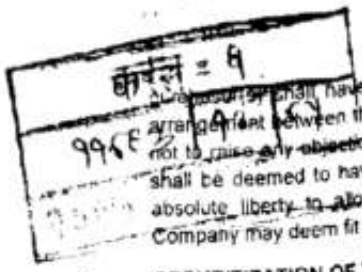

shall have exclusive right to use the said areas as per the terms of the arrangement between the Company and the said unit purchaser(s). The Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the 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 disbursement of the Loan taken by the Purchaser. All costs in connection with the sanctioning of the Loan and creation of a mortgage over Unit and payment of charges to banks / 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 [illegible] 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) months 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 [illegible] 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 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 5**(*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 it is 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 building in which it is situated, wherein (excluding wear and tear and misuse), wherever possible, such defects shall be 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, 12or elsewhere in this Agreement, the Company shall not be in any way liable to repair orprovide 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 shall 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 within 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 duty, deficient stamp duty, 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 for 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 agree 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 with Maintenance 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 for use of such FSI 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 security, 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 Purchaser hereto agree that the Company is not and shall not be responsible or liable in any manner with any defect or the performance/non-performance or otherwise of the services provided by the respective Service Providers/FMC.

16. **PROPERTY TAXES AND LAND UNDER CONSTRUCTION REIMBURSEMENTS / 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 the 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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16.5. 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.

16.6. 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 policy on 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, assignments 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 [illegible] affect the structure, façade and/or services of the units/[illegible] 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 columns in the Building;

(iii) Not relocate brick walls onto any location which does not have adequate 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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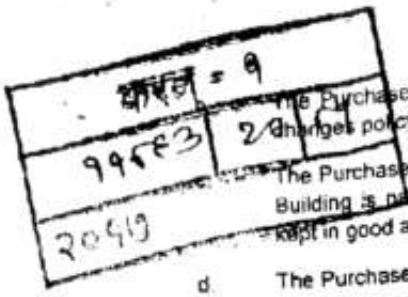

c. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company as amended from time to time.

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 benalf, 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 [illegible] 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 Company.

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 unit/s 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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...ty right, title or interest in the unsold units without any consent/no-objection of ...Signature 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 ...ture, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic ...pdates 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 / Courier 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 sent and receipt for payment thereto.

23.3. The Parties agree that unless a 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. xxxxxx". 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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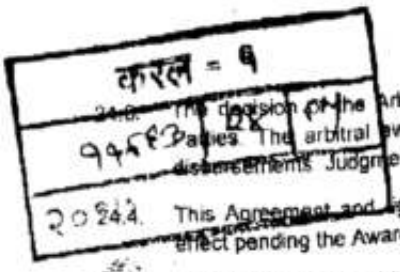

24.6. The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The arbitral award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.

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.

26. **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.

27. **ENTIRE AGREEMENT**

27. Parties agree that the Agreement, schedules, annexures and exhibits and any amendments thereto, constitute the entire understanding between the Parties concerning their 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 heretofore 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

c. 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 Private Limited

through the hands of Constituted Attorney

Mr. Surendran Nair

authorised vide Power of Attorney

dated _____

In the presence of

1 _____

2 _____

SIGNED AND DELIVERED

By the within named Purchaser Through Director

Powai Cubicles Pvt Ltd ANIL SHARMA

For Powai Cubicles Private Limited

Director

In the presence of:

1. _____

2 _____

SUB REGISTRAR KURLA-1

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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 greter 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/4864/1972) ("**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.87(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 (registered under No. BDR3-4594 of 2006 with the Sub-Registrar of Assurances at Kurla-1 on 13th July, 2006) executed amongst Shri. RamnathPuri the Vendor therein of One Part, and (i) M/s. Puri Properties and Investments, as First Confirming Party of the Second Part, (ii) MinnuPuri as Second Confirming Party of the Third Part, (iii) M/s. Chemtrol Associates, as Third Confirming Party of the Fourth Part, (iv) K. Nandkumar, as Fourth Confirming Party of the Fifth Part, (v) Sunil Puri as Fifth Confirming Party of the Sixth Part, (vi) NirmalPuri, as Sixth Confirming Party of the Seventh Part and Shripal Realty Pvt. Ltd. the Developer therein of the Eight Part, the said Shri. RamnathPuri, with confirmation of the Confirming Parties, granted to Shripal Realty Pvt. Ltd., development rights to develop a portion of the said Larger Land admeasuring 5083.50sq.mts. (admeasuring 6085.5 sq. mts. as per property card) ("**Property**") together with second building admeasuring 1000 sq.ft. and ground floor structure and third building a Bungalow admeasuring 800 sq.ft. together with amenities exploiting future floor space that may be available thereon including transferable 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 upon 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-1 under Serial No.BDR/04487/2008, 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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aka 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/07388/2008) 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. 569 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 28th March 2012 (BDR-14/2171/2012) 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-3/9594/2014), the State Bank of India released the said mortgage in respect of the Property.

THE SEAL OF THE SUB REGISTRAR

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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

THE SEAL OF THE SUB REGISTRAR KURLA-1 MUMBAI SUBURBAN DIST (MAHARASHTRA)

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Annexure 6

(Unit and Project Details)

(i) **CUSTOMER ID** : **1270761**

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

(iii) **Email ID of Purchaser: ankush97@yahoo.com**

(IV) **Unit Details:**

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

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

(iii) Wing : --

(iv) Unit No. : **1707**

(v) Area :

	Sq. Ft.	Sq. Mtrs.
Carpet Area	954	88.63
EBVT Area	-	-
Net Area (Carpet Area +EBVT Area)	954	88.63

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

(V) **Consideration Value (CV): Rs.1,85,77,346/- (Rupees One Crore Ninety Five Lakhs Seventy Seven Thousand Three Hundred Forty Six Only)**

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

Sr. no.	Upon Initiation of	Amount (In Rs.)
1	Application money-1	540000
2	Application money-2 (Within 21 days from date of booking)	3355892
3	Application Money 3 (Within 45 days from date of booking)	15682454

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

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

Rs.3006/- (Rupees Three Thousand 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.

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

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

(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)**

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

(1) **BCAM Charges: Payable to the society** 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.3,13,561/- (Rupees Three Lakhs Thirteen Thousand Five Hundred Sixty One Only)** covering period of 18 months from DOP

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

(5) **Building Protection Deposit:** Undated cheque of **Payable to the society** 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

THE SEAL OF THE SUB REGISTRAR KURLA-1

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Key Amenities
2010

Annexure 7

(Common Areas and 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.

<u>Key Facilities</u>

- World-class facade with luxurious stone cladding and glass.
- Grand double height air-conditioned entrance lobby
- Designer air-conditioned lobbies on each floor
- Cafe and sit-outs
- Environmentally sensitive building with advanced features designed to lower operational costs through lower consumption and recycling
- 4 nos. High speed elevators from leading brand Thyssen Krupp/ Schindler / Otis.
- Separate service elevator for goods and service staff movement.
- Multi-tier 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

**unfinished.

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

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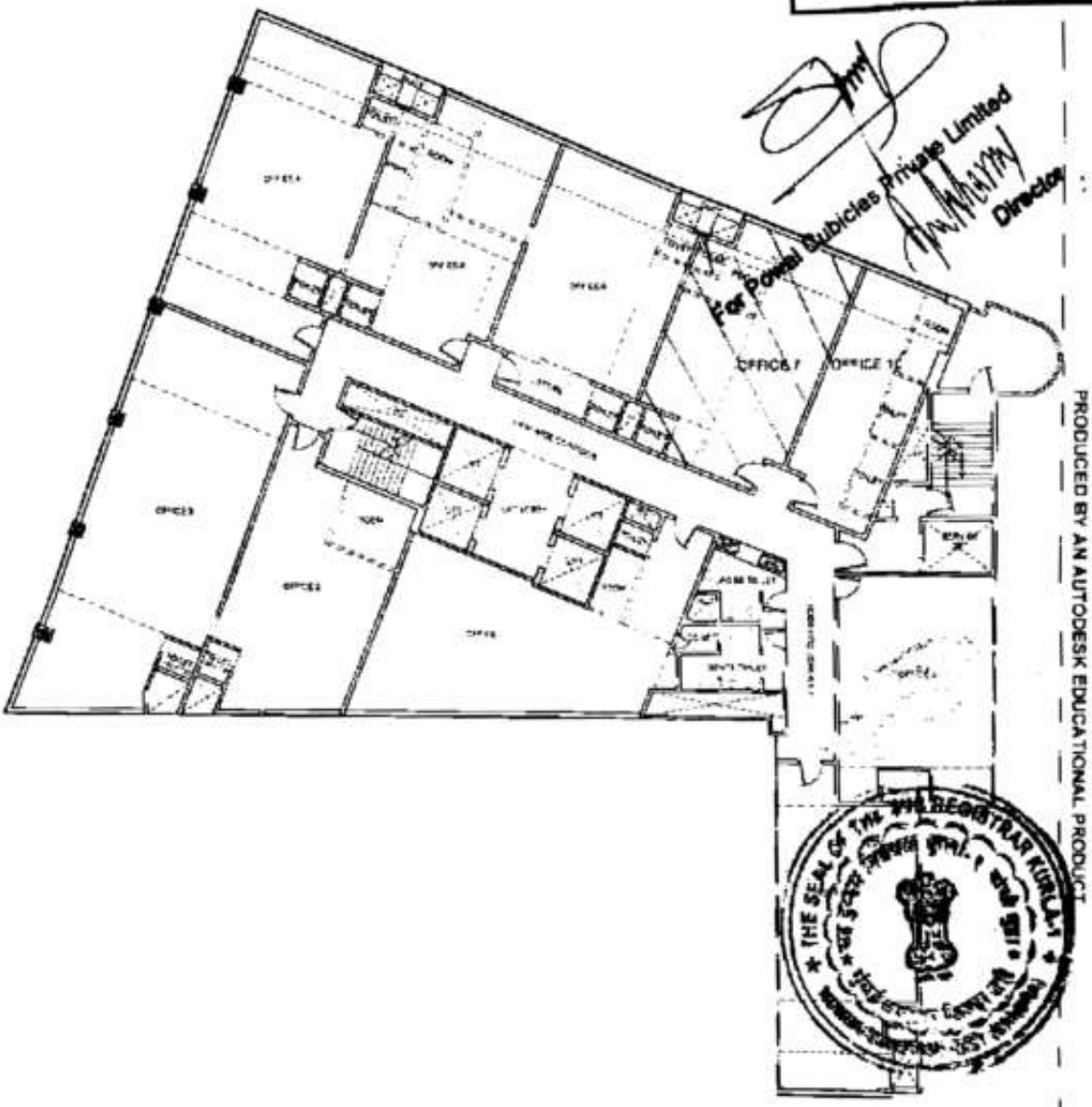

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PROJECT : LODHA SUPREMUS, POWAI | FLOOR : 9th, 16th, 17th - 17th Floor- 1707

LODHA SUPREMUS
Signature boutique offices

DEVELOPERS
SHIVFAL REALITY PVT LTD

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

N

ARCHITECTS
SPACEAGE CONSULTANTS
B-106, NATRAJ BUILDING,
MILLAND GORAGAON LINK ROAD,
MULUND (W), MUMBAI-80

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Valid upto 19 APR 2012

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

No. CHE/S/0766/A/S/(P/C/W) /N

MEMORANDUM

Municipal Office,

Mumbai

To,

M/s. Shubh Realty Pvt. Ltd.

219, Shubh & Nidhi, 2nd Floor, Dr. L. Mehta road, Vakola, Santacruz (W), Mumbai 400 054.

With reference to your Notice, letter No. [illegible] dated 29/12/11 and drawings and specifications and documents and further particulars and plans, Agreement, Specifications and declaration and further particulars and Bonds & all other buildings or [illegible] in connection with the proposed erection of the building or work proposed to be erected or executed, and / therefore before 19 APR 2012 you are hereby informed that the Disapproval

20 APR 2018

20 APR 2018

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NOTES

1) The work should not be started unless objections ... are completed and ...

2) A certified set of Latest approved plans shall be displayed on site in the case of commencement the work and during the progress of the construction work.

3) Temporary permission ... payment of ... should be obtained ... and ... the ... purposes. Rubbish of ... shall not be allowed on site. The temporary structures for ... existing ... road ... and shall be demolished before submission of Building Completion certificate and ... signed by ... and ... 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 ... purposes will not be given and the ... is constructed and application made to the Water Officer with the approved ... for the ... of sewerage ... over the road side drain.

6) The owner shall intimate the Dy/Asstt. Engineer or his representative in Wards about 15 days prior to the date on which the proposed construction work is going to start. And this work building as also completed will be utilised for their construction works and they will not ask any Municipal Water for the construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and ... penal action against them accordingly.

7) The ... or access road for supporting the ... of ... materials shall be constructed before starting any work ... through no ... may be required to be ... in front of the property. The ... buildings, ... wood, ... debris, etc. without obtaining prior permission from the Ward Officer of the ... area.

8) The work should not be started unless the ... in ... of the objection is approved by the ... department.

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

10) The work above ... should not be started before the ... is shown to the officer ... and ... and acknowledgement obtained from him regarding ... of the same ... & ...

11) The ... for water connections, if necessary, should be made simultaneously with ... of the work on the ... Expansion will ... to ... & consider alternate site to avoid the excavation of the road as ...

12) All the sewer and manholes of the approved layout ... under this ... of ... to be adhered to and executed ...

13) No ... Certificate will be accepted and issued unless ... to the satisfaction of the ... Municipal Commissioner as per the provision of Section 143 of the ... Municipal Corporation Act, and as per the ... and conditions for sanction in the layout.

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

15) The ... road to the full width shall be ... in water bound ... before ... and shall be ... to the satisfaction of ... Engineer / Commissioner ... Building ... Certificate.

16) Flow of water through ... building ... shall not be ... unreported.

... SPECIAL 29 APR 2011

17) If ... building ... is ... the building shall be ... Closure ... per ... of the rate of ... per ... square ...

18) The ... as well as ... should be ... of the road ... Level of ... of ... and ... during the work to prevent the ... of rain ...

19) The work should be started ... the existing ... is ... be demolished ...

20) The ... of Occupancy ... only for the purpose of ... Completion Certificate ... the ... Authority ... AMC/TP of the date ... and in no case ... years ... in the ... under ... Section 353 (1)(b) ... starting the work ... date ... starting the work ... Section 345 (1)(b) ... starting the work ... date ... proposal in an ... the ... shall be ... a ... of the ... above ... Information of ... is ... the ... will be ... and the ... Completion ... given ... Section 42 of the ... Planning Act, 1966. (15 of the ... Finance Act, ... with ...

21) It is ... that ... any ... structure ... with the ... under the ... the work as per ... should not be ... and ... the City Engineer ... with the following ...

- Specific plans ... of existing ... the ... and the ... of ...
- Specific ... agreement between ... and the ... they are willing to avail of the alternate ... in the proposed structure ...
- Plans showing the phased programme of ... that is to duly approved by the officer before ... the work so as not to ... in any ... of ...

... regarding ... phase, light ... etc. during ...

22) In case of ... in existing building, blasting of ... in ... of ... shall be taken ... other ... should be used ... during the work.

23) In case of ... there ... work should be ... or starting ... which will ... water ... and ... risk due to this ... cavity ... the Chief ...

24) The ... of the ... work ... the detailed ... will be ... and not be ... than ... years.

25) The work should not be started above ... unless ... the Occupancy Certificate from the ... Authorities, which ... are ...

26) It is to be ... that the ... work must be ... as ... shown in the ...

27) The ... of this ... and other ... in the ... Act be ... to ... the ... of these ... the ...

28) The ... must be ... in accordance with the ... requirements.

29) No ... well, ... pond, ... or ... shall be ... commenced without the ... permission in writing of the ... Commissioner for ... as required ... Section ... of the ... Corporation Act.

30) ... and ... shall be ... with ... Fitting ... in ... of ... to ... the ... and ... to ... Fitting ... shall ... be ... with a

CS/4379/APPEAL 20 APR 2011

32) a. Lift/Pass s could be permitted as required by Byelaw No 5 (3)
b. Lintels or Arches should be provided over Doors and Windows opening
c. The drains should be laid to require under Section 734-1(a)
d. The Inspection chamber should be plastered inside and outside.

33) If the proposed addition is intended to be erected right on old foundations and structures, [illegible] your own risk.

ANNEXURE

Executive Engineer, Building Proposals
Panchayat Samiti, Howrah-II

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MUNICIPAL CORPORATION OF GREATER MUMBAI
CE/4374/BPES/AL 05 JAN 2015.

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

करल - १		
१९६३	३१	५१
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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 20/12/2014.

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. 20/4/2011 and amended plans approval letter dated 05/11/2011, 23/04/2013, 31/12/2013 & 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

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

15/1/15
Executive Engineer
(Building Proposal)E.S.–I

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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/ 4379 /BPES/A/C

COMMENCEMENT CERTIFICATE

05 AUG 2011

करल - १

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To
Shripal Realty Pvt. Ltd
216, Shah & Nahar Ind Estate, Dr. E. Moses road,
Worli, Mumbai 400 018, India

Sir

With reference to your application No. 7605 Dated 27/6/11 for Development Permission and grant of Commencement Certificate under Section 45 & 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building No. _____ on plot No. _____ C.T.S. No. 182/A-1 Div/Village Town Planning Scheme No Tungwa, situated at Road / Street Sane - Wadi Ward L Ward the Commencement Certificate/Building Permit is granted on the following conditions:-

1. The land vacated on consequence of the endorsement 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 and 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 lapse shall not bar 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 respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
   (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 of the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 of 45 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 and every person deriving title through or under him.

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

This CC is valid upto _____

CC up to Stilt Slab Levels as per approved plans dtd 2c/6/11

Architect: M/s Spaceage consultants

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

– RBL

Executive Engineer, Building Proposal
Eastern Suburbs I

Issued on	Valid upto	IC C Extension	Remarks	Signature

THE SUB REGISTRAR KURLA-1

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CE/ 4374 /BPES/AL 13 0 APR 2013

C.C. for commercial I.T. Building comprising of Two level Basement + stilt + 1st to 2nd level office Parking + P1 to P for Public Parking as per approved amended Plans dt. 23/4/2

कलम - १०
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2098 | CE/ 4374

Executive Engineer Building Proposal
(Eastern Suburbs.) - I

CE/ 4374 /BPES/AL 0 5 JUN 2013

C.C. upto 2nd floor (i.e 26.75 mt) as per approved plan dt. 23/04/2013.

05/07/13
Executive Engineer Building Proposal
(Eastern Suburbs.) - I

CE/ 4374 /BPES/AL 0 2 DEC 2013

C.C. upto 3rd floor (i.e 30.35 mt) as per approved plan dt. 23/04/2013.

Executive Engineer Building Proposal
(Eastern Suburbs.) - I

CE/ 4374 /BPES/AL 0 9 APR 2014

floor as per lastly approved amended Plans
04/2014

calu/14
Executive Engineer Building Proposal
(Eastern Suburbs.) - I

CE/ 4374 /BPES/AL 2 4 SEP 2014

C.C. UP to 12th floor (Pt) as Per approved amended Plans dated 07/04/2014 and as Per Plan at Pg. 1149

Executive Engineer Building Proposal
(Eastern Suburbs.) - I

CE/ 4374 /BPES/AL 3 0 JAN 2015

C C upto 12th (Pt) floor as shown in plan at PO 1783 as per approved amended plans dated 15/01/2015

Executive Engineer Building Proposal
(Eastern Suburbs.) - I

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CE/ 4274 /BPES/A/L 05. FEB 2015

full c.c. as per approved amended plans dt. 15/01/2015

Executive Engineer Building Proposal
(Eastern Suburbs.)

करल - १		
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P

b

MUNICIPAL CORPORATION OF GREATER MUMBAI
CE/4374/BPES/AL 04 NOV 2015

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

करल – ९

C.T.S.No. 182 A/1	83	९५
2019		

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

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

With reference to above letter is to inform 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 L.S. Shri. Shashikant L.Jadhav having License no. J/167/L.S. and Licensed Structural 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 or B.C.C. whichever is earlier.
2. That as per Circular No. Ch.E./27921/DP/Gen dated 09/01/2014, 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) RCC 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 buildings, 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 09/01/2014 shall be submitted & copy of agreement showing the above condition shall be submitted.

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

Yours faithfully,

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

Acc : 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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Pradip Garach
Advocate
High Court, Bombay

6, Roz-e-Rio Apartments,
L B S. Road, Kamani,
Kurla (West), Mumbai - 400 070
Mobile:9820564547
Email:pradipgarach@gmail.com

करल - १

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2019

REPORT ON TITLE

Lodha Developers Private Limited

Sub: ALL THAT PIECES AND PARCLES OF land together with the structures standing thereon situate at Sakhi Vihar Road, Powai, Mumbai – 400 072 in the revenue village of Tungwa Industrial Estate, Taluka Ghatkopar within the limits of Greater Mumbai in the district and registration sub-district of Mumbai City and Mumbai Suburban bearing City Survey No.182/A/1A admeasuring 5080.6 sq. mtrs. and CTS No.182/A/1B and 1004.6 sq. mtrs. aggregating in all 6085.5 sq. mtrs. or thereabouts ("Property")

1. I have, on the instructions of my clients Lodha Developers Private Limited, investigated Title to the captioned Property by conducting Search in the Revenue Records and publication of advertisement including perusal of the Search Report of Title Investigator viz. Mr.Sameer Sawant and title documents related to the said Property. On perusal thereof, I observe as follows :-

2. By an indenture of Conveyance dated 5th September, 1972 ("the First Conveyance") executed between Smt. Durgadevi Chandrabhan Bhooramal Sharma therein referred to as the Vendor of the One Part and the Ramnath Puri therein referred to as the Purchaser of the Other Part registered with the office of the Sub Registrar of Assurances under Serial No.BOM/R/4864/1972 in Book I on 21/09/1972, the Vendor therein had sold, transferred, conveyed and assigned unto Shri.Ramnath Puri, all that piece or parcel of land admeasuring 8831 square metres situate at Village Tungwa bearing Survey No.87(part) and New Survey No. 55, Hissa No. 1(part) and CTS No.182(part) (now CTS No.182/A) and more particularly described in the Second Schedule therein for the consideration and in the manner as stated therein (hereinafter referred to as the said Larger Property);

3. In the year 2004 and 2005, by and under 6 (six) separate Indentures of Conveyances ("the Chemtrol(s) Conveyances") of various dates and registered under different numbers with the Sub-Registry Office, the said Ramnath Puri the Vendor therein of One Part and Chemtrol Engineering Ltd., and Laboratories Daffodils Pvt. Limited the said Ramnath Puri had sold, transferred, conveyed and assigned a portion of the said Larger Land in several pieces to the extent of 2285.5 square metres. In the remaining portion of the land bearing City Survey No.182A admeasuring 6565.5 sq.mts., the said Shri.Ramnath Puri had constructed 4 structures as follows:

(a) a building admeasuring 8876 sq. ft. having ground plus two floors hereinafter referred to as the First Building;
(b) a building admeasuring 1000 sq. ft. of ground floor structure, hereinafter referred to as the Second Building;

THE SEAL OF THE SUB REGISTRAR KURLA-1

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(c) a bungalow admeasuring 800 sq. ft. hereinafter referred to as 'the Third Building

(d) a ground floor structure admeasuring 1200 sq. ft., hereinafter referred to as "the Fourth Building and same was demolished.

4. On 5th March 2005, as per the Collector Order, the said land comprised in CTS No.182/A was subdivided into 182/A1 and 182/A2 admeasuring 6565.5 sq. mtrs and 2285.5 sq. mtrs. The said sub-division occurred as a result of several transactions for sale executed by Ramnath Puri.

5. By and under Deed of Conveyance dated 18th January 2006 executed by Ramnath Puri, Vendor of the One Part in favour of Chemtrols Engineering Limited as the Purchaser of the Other Part, the Vendor sold conveyed transferred and assured unto Chemtrols Engineering Limited, portion of the land comprised in Survey No.182/A1 admeasuring 480 sq. mtrs. together with building thereon more particularly described in Schedule thereunder written.

6. By and under a Development Agreement dated 16th June, 2006 executed and registered under No. BDR3-4594 of 2006 with the Sub-Registrar of Assurances at Kurla-1 on 13th July, 2006 amongst Shri. Ramnath Puri the Vendor therein of One Part, and M/s. Puri Properties and Investments, as First Confirming Party of the Second Part, Mrinal Puri, as Second Confirming Party of the Third Part, M/s. Chemtrol Associates, as Third Confirming Party of the Fourth Part, K. Nandkumar as Fourth Confirming Party of the Fifth Part, Sunell Puri as Fifth Confirming Party of the Sixth Part, Nirmal Puri as Sixth Confirming Party of the Seventh Part and M/s. Shripal Realty Pvt. Ltd. the Developer therein of the Eight Part, the said Shri. Ramnath Puri with confirmation of the Confirming Parties have granted to M/s. Shripal Realty Pvt. Ltd., development rights to develop the said Property admeasuring 6565.5 sq. mts. together with second building admeasuring 1000 sq.ft. of ground floor structure, Third Buding a Bunglow admeasuring 8000 sq.ft. together with utilizing and exploiting future floor space that may be available on the said property including Transfer of Development Rights (TDR) being referred as 'the said Property' herein forming a portion of larger property including consuming fullest potential of the said 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 enter upon and continue and remain on the said property for the purpose of development thereof.

7. Pursuant thereto Ramnath Puri 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 M/s. 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.

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8. By and under an Indenture of Conveyance dated 30th May, 2008 executed between Shri.Ramnath Puri therein referred to as the Vendor of the First Part, M/s. Puri Properties and Investments, Minnu Puri, M/s. Chemtrol Associates, K. Nandkumar and Nirmal Puri therein referred to as the Confirming Parties of the second to sixth part and M/s. 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/04487/2008, the Vendor therein has sold, transferred, conveyed and assigned unto M/s. Shripal Realty Pvt. Ltd., all that piece or parcel of land situate in the revenue Village of Turgwa (in Powai Estate), Taluka Kurla in Mumbai Suburban District bearing City Survey No.182A/1 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 and Schedule hereunder written, being referred as the said Property therein and herein, for the consideration and in the manner as stated therein. Pursuant to the said Conveyance on 04/02/2009, the said transaction was entered in and to the name of Shripal Realty Pvt. Limited in the Property Card to the extent of 6085.5 sq. mts. or thereabouts

9. By and under Deed of Confirmation dated 9th September, 2008 registered with the office of the Sub Registrar of Assurances under Serial No.BDR/07388/2008 Mr. Suniel Puri One of the partner of M/s. M/s. Puri Properties and investments through his constituted Attorney Mr. Ramnath Puri vide Power of Attorney dated 18th April, 2008 gave his no objection to the sale and conveyance of the said property by Indenture of Conveyance dated 30th May, 2008, in favour of M/s. Shripal Realty Pvt. Ltd.

10. By virtue of the Deed of Conveyance dated 30th May 2008 and Deed of Confirmation dated 9th September 2008 Shripal Realty Private Limited entitled to All that piece or parcel of land situate in the revenue Village of Turgwa (in Powai Estate), Taluka Kurla in Mumbai Suburban District bearing City Survey No.182A/1 admeasuring 6085.5 sq. mts. (now CTS No.182/A/1 and CTS No.182/A/1B) in the registration District and Sub-District of Mumbai City and Mumbai Suburban together with structures standing thereon, more particularly described in Schedule hereunder written.

11. I investigated the Title of Shripal Realty Private Limited to the said property more particularly described in Schedule hereunder written by (i) perusing copies of the documents and Title Deeds that were made available for my inspection; and (ii) also perusing Search Report of Mr.Sameer Sawant (Property Title Investigator) in respect of Searches caused by Wadhia Ghandy and Co. at Mumbai, Bandra, Chembur and Mulund and no document of title has found to have been registered affecting the title of Ramnath Puri to the Property mentioned in Schedule hereunder written.

12. I have perused Property Card in respect of the propery bearing City S.No.182A/1 which inter alia recites following relevant entries :

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(i) On the basis of Deed of Conveyance dated 05/09/1972 the name of Ramnath Parl was entered on Property Card in respect of Property bearing City Survey No. 182 and 182 1/1 to 10 admeasuring 8831 sq.mts. along with other landholders.

(ii) The Collector Mumbai Suburban District had passed an Order No.172/2005 wherein City Survey No. 182A was sub-divided wherein area admeasuring 2285.5 sq.mts. forming a part of the said larger property has been deducted and thereupon area of City Survey No.182A settled as 6565.5 sq.mtrs. and ascribed City Survey No.182A/1.

13. I have also given Advertisement in Local Newspaper inviting claims from public and no claims have been received by me pursuant to the said advertisement.

14. In the year 2006, a Suit No. 2417 of 2006 filed in High Court Bombay by Shripal Realty Pvt. Limited (Plaintiff) against Manish P. Jain and Others (Defendants) who claim to be in adverse possession to the Real Owner i.e. Plaintiff, for restoration of possession and other reliefs as prayed for and same is pending.

The Suit No. 2417 of 2006 filed in High Court Bombay by Shripal Realty Pvt. Limited (Plaintiff) against Manish P. Jain and Others (Defendants) has now been settled in terms of Minutes of the Consent Order dated 23/08/2010 executed by the party to the said proceedings and same is tendered before his Lordship Hon'ble Mr. Justice R.Y. Ganoo. Consequently, by an Order dated 25/08/2010 filed by his Lordship the said Minutes of Consent Order was taken on record with further order that the decree in terms of minutes of Consent Order is granted accordingly. Under the Minutes of Consent Order it is inter alia declared that the Plaintiffs are exclusively entitled to the suit Property to the exclusion of any right and interest of the Defendant in the suit.

By and under letter No.CE4374/BBES/AL dated 7th April 2014, the Municipal Corporation of Greater Mumbai sanctioned amended building plans to carry out development over the said Property (more particularly described in Schedule hereunder written) subject to intimation of Disapproval (IOD) issued from time to time by the said Authority and further subject to terms and condition mention in the said letter. Under the amended approved plan, after providing for road set back and zonal area along with provision of recreational ground, the balance area of the said Property under development is 4624.50 sq. mtrs., which is now to be developed as IT Commercial Building by Lodha Developers Private Limited.

17. By an Order dated 9th March 2012 passed by Mr. Justice S.J. Kathawala in High Court Company Petition No.889 of 2011 scheme of amalgamation of Shripal Realty Private Limited (Transferor) and Lodha Developers Limited (Transferee) was sanctioned and the said Transferor Company amalgamated and merged with Lodha Developers Limited with all its assets including the said Property and liabilities.

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18. On an application made by Lodha Developers Limited for change of name and conversion to Private Limited Company, the Registrar of Companies, Western Region has issued a fresh Certificate of Incorporation for change of name and conversion to private limited company under section 31 (1) of the Companies Act on 11th January 2013 in the name of Lodha Developers Private Limited.

19. On perusal of Property Card issued on 18.01.2014 by City Survey Office Ghatkopar – Mumbai Suburban District, the Property bearing City Survey No.182/A/1 admeasuring 6565.50 sq. mtrs. is further sub-divided into three parts and each part is given a separate Property Card with respective City Survey Numbers which is as follows :

Sr. No.	City Survey No.	Area (in sq. mtrs)
1	182/A/1A	5080.6
2	182/A/1B	1004.9
3	182/A/1C	480.0

20. By virtue of the Property Card referred in preceding paragraph the Property bearing CTS No.182/A/1 admeasuring 6085.5 sq. mtrs as described Schedule to the Deed of Conveyance referred in Clause 8 hereinabove is now ascribed CTS No.182/A/1A admeasuring 5080.6 sq. mtrs. and CTS No.182/A/1B and 1004.5 sq. mtrs. aggregating in all 6085.5 sq. mtrs as more particularly described in Schedule hereunder written.

21. Shirish Realty Private Limited have obtained credit facilities on the security of the said Property from State Bank of India under Mortgage Deed dated 28th March 2012 registered under No.BDR14-02171/2012 on terms, covenants and conditions stated therein.

22. On the basis of aforesaid findings and subject to mortgage, in my opinion Lodha Developers Pvt. Ltd. is entitled to the said property more particularly described in schedule hereunder written as Owner thereof and carry out development of the same as per the sanctioned plans.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT PIECES AND PARCLES OF land together with structures standing thereon situate at Sakhi Vihar Road, Powai, Mumbai – 400 072 in the revenue village of Tungwa in Powai Estate, Taluka Kurla Mumbai Suburban District in Mumbai within the limits of Greater Mumbai in the district and registration sub-district of Mumbai City and Mumbai Suburban bearing CTS No.182/A/1A admeasuring 5080.6 sq. mtrs. and CTS No.182/A/1B and 1004.6 sq. mtrs. aggregating in all 6085.5 sq. mtrs. or thereabouts and bounded as follows:-

On or towards the East	-	By land belonging to Hari Mohan Puri and bearing New Survey No.87 (Part).
On or towards the West	-	By Sakhi Vihar Road and partly by the First portion of Chemtrol Property

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On or towards the North - By land belonging to Mrs. Tara Sarup and bearing New Survey No.55 (Part).

On or towards the South - Partly by land belonging to Hiradoot and bearing Survey No.6 (Part) and partly by land belonging to the said Hari Mohan Puri and bearing Survey No.87 (Part)

Dated this 10th day of April, 2014

Yours truly,

(Pradip Gurnani)
Advocate High Court, Bombay

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मालमत्ता पत्रक

गाव/मौजे -- तुंगवा तालुका/न.भू.मा.का. -- न.भू.अ.घाटकोपर जिल्हा -- मुंबई उपनगर जिल्हा

कार पुरावा क्रमांक/फ. पो. व.	सिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनमान्य दिलेला तपशील आणि त्याचा
१८२अ/१	१८२अ				रु. २६४९.३० दि. १.१.१९७५ पासून

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-२२६५.५ चौ. मी. पोटहिस्से वगळलेभुक्ते
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धारणाधिकार -

हक्कातील मूळ धारक वर्ष १९६७ [श्रीमती दुर्गाबाई शर्मा]

खरेदार [डॉ. ए.एन. पुरी]

इतर भार --

इतर शेरे --

दिनांक	व्यवहार	खंड क्रमांक	वरिष्ठ धारक (धा) खरेदार (ख) किंवा भार (भा)	साक्षांकन
०२/०५/१९७८	S.I.F. अर्ज दि. ८.२.७८ जवाब दि.७.४.७८ ऑप्शनेकॉट दि. २४.४.७८ अन्वये लेआऊट सरटेंडेल डॉ. ए.एन. पुरी यांचे नांव कमी केले. स.स. दि. ५.१.७२ वरुन नॉट केली. घांस सामील दि.स.नं. १८२ व १८२/१ चे १६.	ना.न.भू.अ. क्र. १ कडील आदेश क्र.न. भू. १८३/ तुंगवे दि. २५.७८.	(H) १) श्री. रामनाथ पुरी २) डॉ. हरिमोहन पुरी ३) श्रीमती रहत कोबेराव	
१२/०६/१९७८	S.I.F. यादीची ८९२०.८ चौ.मी. क्षेत्र कमी करुन प्लॉट हिस्से पडतांने नविन न.भू.क्र. १८३अ व १८२ क असे करुन सदरहु कार्यालय न.भू.क्र. १८३अ असा क्रमांक देणेत आला. तसेच पोटहिस्से वगळलेभुक्ते दि. १५.७८ पो नोंद रद्द करणेत आली	ना.न.भू.अधि क्र. १ मुं उ. घांसे कडील क्र. न.भू./ तुंगवे/१८२ दि. १२.६.७८.	(H) श्री. रामनाथ पुरी (E) इतर हक्क - न.भू.क्र. १८३अ यादीस रद्दबातबर न.भू.क्र. १८२ब, १८२क मे कब्जेदारान जाणुन घेण्याचा हक्क आहे.	सही- १९७८-०६-२० न.भू.अ. घाटकोपर
३०/०६/१९७८	अ. नि. अधि.मुं.उ. अंधेरी यांचेकडील क्र. ए.टी.सी.एल.एन.डी/ डी/६४५८ दि. २०.५.७८ प्रमाणे दि.डी. साठा चौट केलली. साठा र.क. २६४९.३० दि. १.१.७५ पासून.			सही- १९७८-०६-२० न.भू.अ.घाटकोपर. घाटकोपर

(क्रम २.- 1)

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मालमत्ता पत्रक

विभाग/मौजे – तुंगवा | तालुका/न.भू.मा.का. -- म.भू.अ.घाटकोपर | जिल्हा – मुंबई उपनगर जिल्हा

क्रमांक / ब. सी. र.	सिट नंबर	प्लट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या अकारणीचा किंवा वहातीचा तपशील आणि त्याचा कर तपशीलाची नियत केल
१८२अ/१		१८२अ			

दिनांक	व्यवहार	खंड क्रमांक	नवीन धारक (धा) पट्टेदार (प) किंवा भार (भ)	शासकीय
२१/१०/२००४	मा.दुय्यम निबंधक मुंबई सांयेकडील र.द.क्र.मुस [illegible] दि मृती [illegible] दि.२१/१०/०४ अन्वये श्री. [illegible] यांचे नावाची नोंद १९६.००चौ.मी.करीता दाखल केली.		धारक केमस्ट्रोल्क इंजिनिअरींग लि. क्षेत्र १९६.००चौ.मी.करिता.	के रुपये क.५१ पैसे मात्र - २१/१०/२००४ ब.भू.अ.घाटकोपर.
	मा.सहा.दुय्यम निबंधक कुर्ला १ यु.उ.लि.सांयेकडील र.द.क्र.३/ २७०५/१६/सूची.क्र.IIव मा.न.भू. अ.घाट यांचा दि.२१/१०/०४ चे आदेश-अन्वये श्री. के.नंदकुमार सचालक केमस्ट्रोल्क इंजिनिअरींग लि. यांचे नावाची नोंद ११२५.४ चौ.मी.करीत दाखल केली.		धारक केमस्ट्रोल्क इंजिनिअरींग लि. ११२५.४चौ.मी.करिता.	के रुपये क.६० पैसे मात्र - २१/१०/२००४ ब.भू.अ.घाटकोपर.
२१/१०/२००४	मा.सहा.दुय्यम निबंधक कुर्ला १ यु.उ.लि. सांयेकडील र.द.क्र.३/ २७०६/१६ व न.भू.अ.घाट यांचा आदेश दि.२१/१०/०४ अन्वये श्री.के. [illegible]		धारक केमस्ट्रोल्क इंजिनिअरींग लि. १०८.७ चौ.मी.करिता.	के रुपये क.६१ पैसे मात्र - २१/१०/२००४ ब.भू.अ.घाटकोपर.
२१/१०/२००४	[illegible] दुय्यम निबंधक कुर्ला १ यु.उ.लि. सांयेकडील र.द.क्र. [illegible] बक्षस [illegible] सूची क्र.II मा.न.भू.अ.घाट यांचा आदेश दि.२१/१०/०४ अन्वये श्री.के. [illegible] केमस्ट्रोल्क इंजिनिअरींग लि. यांचे नावाची नोंद [illegible] चौ.मी.करीत केली.		धारक केमस्ट्रोल्क इंजि.लि. ७७.५० चौ.मी.करीता.	के रुपये क.६१ पैसे मात्र - ब.भू.अ.घाटकोपर.
०३/०१/२००५	मा.दुय्यम निबंधक कुर्ला १ सांयेकडील र.द.क्र.बदा-३ २००३/११९७रक्कम रुपये ३०००००/- दि.३०/६/०३ अन्वये खरेदी देणार श्री. रामनाथ पुरी यांनी न.भू.क्र. ८८२अपै. ४०२.००चौ.मी. क्षेत्र खरेदीने दिले.खरेदी घेणार मे.लॅबोरेटरीज डेकोडोल प्रा.लि.यांचे नावाची नोंद केली.		धा. मे.लॅबोरेटरीज डेकोडोल प्रा.लि. ४०२.००चौ.मी करीता.	के रुपये क.६४ पैसे मात्र - ०३/०१/२००५ ब.भू.अ.घाटकोपर.

करल
११८३
२०/१०
२१/१०/२००४

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मालमत्ता पत्रक

विभाग/गाव -- तुंगवा | तालुका/न.भू.मा.का. -- न.भू.अ.घाटकोपर | जिल्हा -- मुंबई उपनगर जिल्हा

नवा भूमापन क्रमांक / स.नं. / हि.नं.	सिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाची हितसंबंध असलेल्या व्यक्तींची नावे पत्ता (तपशील आणि त्याच्या पेर उपक्रमांची नियत वेळ)
१८२७/१			१८२७		

दिनांक	व्यवहार	खाते क्रमांक	बक्षिस धारक (धा) पहेचार (प) किंवा भार (भा)	स्वाक्षांकन
०३/०१/२००५	सा.दुय्यम निबंधक कुर्ला २ ट.ट.क्र. अदर-७/६९४७/०३ ट.क्र.५५/०००००दि.२१/१/०३ अन्वये खरेदी देणार मे. लॅबोरेटरीज डेकोडील प्रा.लि. यांचे नाव कमी करून खरेदी घेणार मे.केमस्ट्रोल इंजिनिअरींग लि.यांचे नाव दाखल केले.		धा. मे.केमस्ट्रोल इंजिनिअरींग लिमिटेड. ४०२ ०७चौ.मी.करोल.	दे.रक्कम रु.१५ प्रमाणे सही - ०३/०१/२००५ न.भू.अ.घाटकोपर.
०३/०१/२००५	सा.दुय्यम निबंधक कुर्ला १ यांचेकडील र.ट.क्र. अदर- ३ /१०४०३/०४ ट.क्र. ३०००००/ दि. ३/१/०४ अन्वये खरेदी देणार श्री. रामनाथ पुरी यांनी न.भू.क्र. १८२७ पै. ४००.०० चौ.मी. क्षेत्र खरेदीने दिले. खरेदी घेणार मे. केमस्ट्रोल इंजि.लि.यांचे नावाची नोंद केली.		मे.केमस्ट्रोल इंजिनिअरींग लिमिटेड	दे रक्कम रु.११ प्रमाणे सही - ३/१/२००५ न.भू.अ.घाटकोपर.
०५/०१/२००५	मा.जिल्हाधिकारी म.उ.नि.यांचेकडील आदेश इकडील पो.ट.न. १७३/०५ अन्वये न.भू.क्र.१८२७ मध्ये चोर्टाक्समे झालेले पूंखड क्रमांक अ चे २२६५.५ चौ.मी.क्षेत्र मुळ न.भू.क्र.१८२७ पै ८८३१.०० चौ.मी.क्षेत्रामधुन वजा करून न.भू.क्र.१८२७ चे ६५६५.५ चौ.मी.क्षेत्र कायम केले.व न.भू.क्र.१८२मधा रोजकदाल करून १८२७/१ केला व नविन पूंखडाची (चोर्टाक्समधी) नविन सिध्दकत एविका उपाडली.तिला न.भू.क्र.१८२७/१ दिला. त्याबर धारक ,बोज,अताप्रकार नमूद केला.व मूळ न.भू.क्र.१८२७ वरील दि.२१/१०/०४ चया अनुक्रमे ९५६.००चौ.मी.११२५.४चौ.मी. १०८.७ चौ.मी.७७.५० चौ.मी. व दि.३/१/०५ चया ४०२.००चौ.मी. ४००.००चौ.मी.चया नोंदी कमी केलण्या.			दे.रक्कम रु.नि प्रमाणे सही - ०५/०१/२००५ न.भू.अ.घाटकोपर.
३१/०३/२००५	शासन निर्णय (महसूल व वन विभाग) क्र.एता अे अे /१०८७ ३५७० ग.क्र. ५३/ ल -५ दि. २७/९/०१ चे आदेश प्रमाणे सु.द.वि.शे. आकारणीची नोंद घेतली. मुदत १/८/०१ ते ३१/३/२००६ .			दे.रक्कम रु.नि प्रमाणे सही - ३१/०३/२००५ न.भू.अ.घाटकोपर.
०८/०८/२००५	सा . सह. दुय्यम निबंधक कुर्ला १ यांचे कडिल ट. द. क्र. अदर ३/१०४४/२००१ रककम रुपये ४०,०००/- अन्वये खरेदी देणार यांनी न. भू. क्र. १८२७/१ पैकी ४४२.५० चौ मी खरेदीने दिले खरेदी घेणार मे. इंडस्ट्रीयल केमिकल ॲण्ड अर्थेसिन्थ यांची नावे नोंद केली.		धारक मे. इंडस्ट्रीयल केमिकल ॲण्ड अर्थेसिन्थ	दे.रक्कम रु.२४ प्रमाणे सही - ०८/०८/२००५ न.भू.अ.घाटकोपर.
०४/०३/२००१	सा.सह दुय्यम निबंधक कुर्ला -१ यांचे कडील नोंदणी कृत दस्त ऐवज क्र.४४८७/०८ दि.३०/०५/०८ व सूची क्र.II ची मुळ प्रत अन्वये न.भू.क्र.१८२७/१ पैकी ६०८५.५ चौ.मी. क्षेत्र श्री रामनाथ पुरी यांनी खरेदीने दीलेले खरेदी घेणार यांचे नाव दाखल केले.		धारक श्रीपाल रिअॅलीटी प्राव्हेट लिमिटेड क्षेत्र ६०८५.५ चौ.मि.	दे.रक्कम रु.१५१ प्रमाणे सही - ४/३/२००१ न.भू.अ.घाटकोपर.

करल - १
११८३ | ५२ | ५
२०१७

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मालमत्ता पत्रक

विभाग/मौजे — तुंगवा तालुका/न.भू.मा.का. — न.भू.अ.घाटकोपर जिल्हा — मुंबई उपनगर जिल्हा

ग्रा.भू.प्र. क्रमांक (क.पी.ट.)	प्लॉट नंबर	सर्व्हे नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या अकारपोटीचा किंवा चाळपाट्या तपशील आणि त्याच्या फेर उताऱ्यासाठी नियत बोजा
८८२अ/१		८८२अ			

दिनांक	व्यवहार	खंड क्रमांक	वहिन धारक (धा) पट्टेदार (प) किंवा भार (भा)	साक्षांकन
१४/०७/२०१०	मा.अ.भू.अ.मुं.उ.नि.यांचेकडे न.भू.क्र. ८८२अ/१ चे संदर्भात म.ज.म.अ.नि. १९४६ चे कलम २४७ खालची केलेल्या अपिलाचा निर्णय क्रमां.भू.स. ७ /अपिल एस आर २५४/२००९/२०१० दि. ३/७/२०१० अन्वये न.भू.अ. घाटकोपर यांचे दि. ४/२/२००९ चे निर्णया विरुध्द अपिलदार यांनी दि. १/४/२००९ रोजी केलेले अपिल अमान्य करणेत आलेची नोंद घेणेत.			दे रद्द व.१९५ अन्वये खरी - १४/७/२०१० न.भू.अ.घाटकोपर.
२०/१०/२०१२	मा.हायकोर्ट मुंबई यांचेकडील कंपनी स्कीम पिटीशन न.६६१/२०११, कंपनी समन्स आयोवरुन न.५३०/११, हायकोर्ट मुंबई यांचेकडील दि.१/३/२०१२ चे आदेशा-नुसार पहाक सदरी असलेले ओपल रियालीटी प्रा.लि. क्षेत्र ६०८५.५ चौ.मी. हे नांव कमी करुन लोढा डेव्हलपर्स लिमिटेड यांचे पहाक सदरी नोंद केली.		लोढा डेव्हलपर्स लिमिटेड क्षेत्र ६०८५.५ चौ.मी.	दे रद्द व.२३८ अन्वये खरी - २०/१०/२०१२ न.भू.अ.घाटकोपर

कॉपी - १

९९९३	५३	५	खरी नकलात -
२०१७			

न.भू.अ.घाटकोपर
मुंबई उपनगर जिल्हा

प्रज्ञे क्रमांक. 22 ey अर्ज आल्याची तारीख 24/12/13
नकलेचा शुल्क. 300-00 नकल तयार तारीख 31/12/13
नकलेची प्रतिलिपर ..तयार करणार.....
तपासणी शुल्क... तपासले करणार...
कागद ..90-00 नकल दिल्याची तारीख 31/12/13
एकुण शुल्क...390-00 खरी प्रत

FINE SEAL OF THE SUB REGISTRAR

हरिदास निगिवेकर
उपनगर भूमापन अधिकारी
घाटकोपर

नगर भूमापन अधिकारी
घाटकोपर

(नमुना नं.– 4)

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कुर्ला - १

१५९३ | ५४ | ९५

२०१७

घोषणापत्र

मी, श्री. सुरेन्द्रन नायर / मनिंदर छाबा या द्वारे घोषित करतो की, दुय्यम निबंध - कुर्ला - १ यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. रमेशचंद्र चेचानी, कुणाल मोदी, भरत कुमार जैन, पियुश वोरा, निलेश परब, मनोज रामचंद्रन, राजेंद्र लोढा, बकीम अशोक दोषी यांनी दिनांक २८/०६/२०१७ व दिनांक १३/११/२०१७ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्द बातल ठरलेले नाही.सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पुर्णतः सक्षम आहे.सदरचे कुलमुखत्यारपत्र चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्यवे शिक्षेस पात्र राहीन याची मला जाणीव आहे.

ठिकाण : कुर्ला

दिनांक : २७/११/१७

सही

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

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करल - १

१९९६३	५५	८५

२०१७

घोषणापत्र

मी, श्री. पंढरी केसरकर / रामनाथ रावल / राहुल वंडेकर / प्रमोद कांबळे / प्रताप सातवेकर / शैलेश मोरे या द्वारे घोषित करतो की, दुय्यम निबंधक -कुर्ला-१ यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. सुरेन्द्रन नायर / मनिंदर छाब्रा यांनी दिनांक २८/०६/२०१७ व दिनांक १३/११/२०१७ रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणतीही व्यक्ती मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्द बातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णपणे सक्षम आहे.सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलमे व अन्यवे शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

ठिकाण : कुर्ला

दिनांक : २७/११/१७

सही

कुलमुखत्यार धारक घोषणापत्र लिहून देणार

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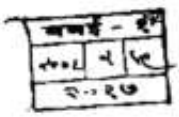

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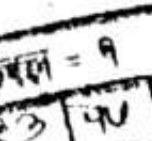
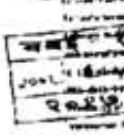
कादल = १
१९९३ | ५७ | ८५
२०१७



SPECIAL POWER OF ATTORNEY



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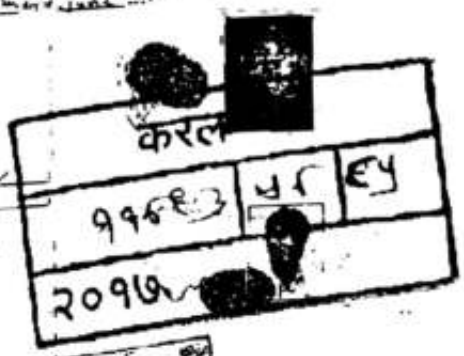

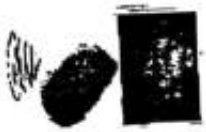

LODHA DEVELOPERS PRIVATE. LTD.

LODHA IMPRESSION REAL ESTATE PVT. LTD.

AJITNATH HI-TECH BUILDERS PVT. LTD.

BELLISSIMO CROWN BUILDMART PVT. LTD.

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LODHA DEVELOPERS THANE PRIVATE LIMITED

PALAVA DWELLERS PVT. LTD

LODHA ESTATE PVT. LTD.

HI-CLASS BUILDCON PVT. LTD.

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SHREE SAINATH ENTERPRISES CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED

BELLISSIMO PROPERTIES DEVELOPMENT PVT. LTD.

JAWALA REAL ESTATE PVT. LTD.

SARVAVASA BUILDTECH & FARMS PRIVATE LIMITED

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LODHA HEALTHY CONSTRUCTIONS AND DEVELOPERS PVT. LTD.

SANATHNAGAR ENTERPRISES LTD.

MTNL

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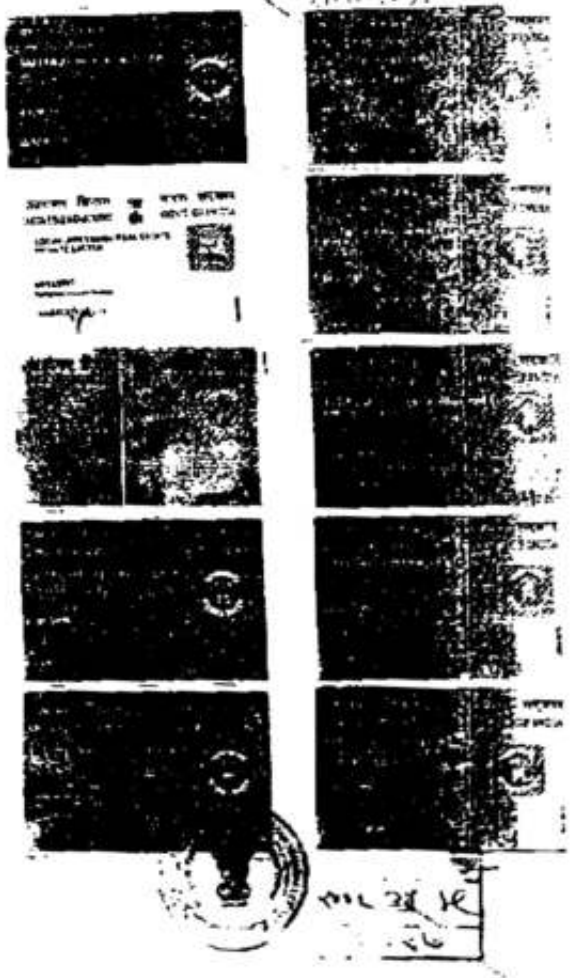

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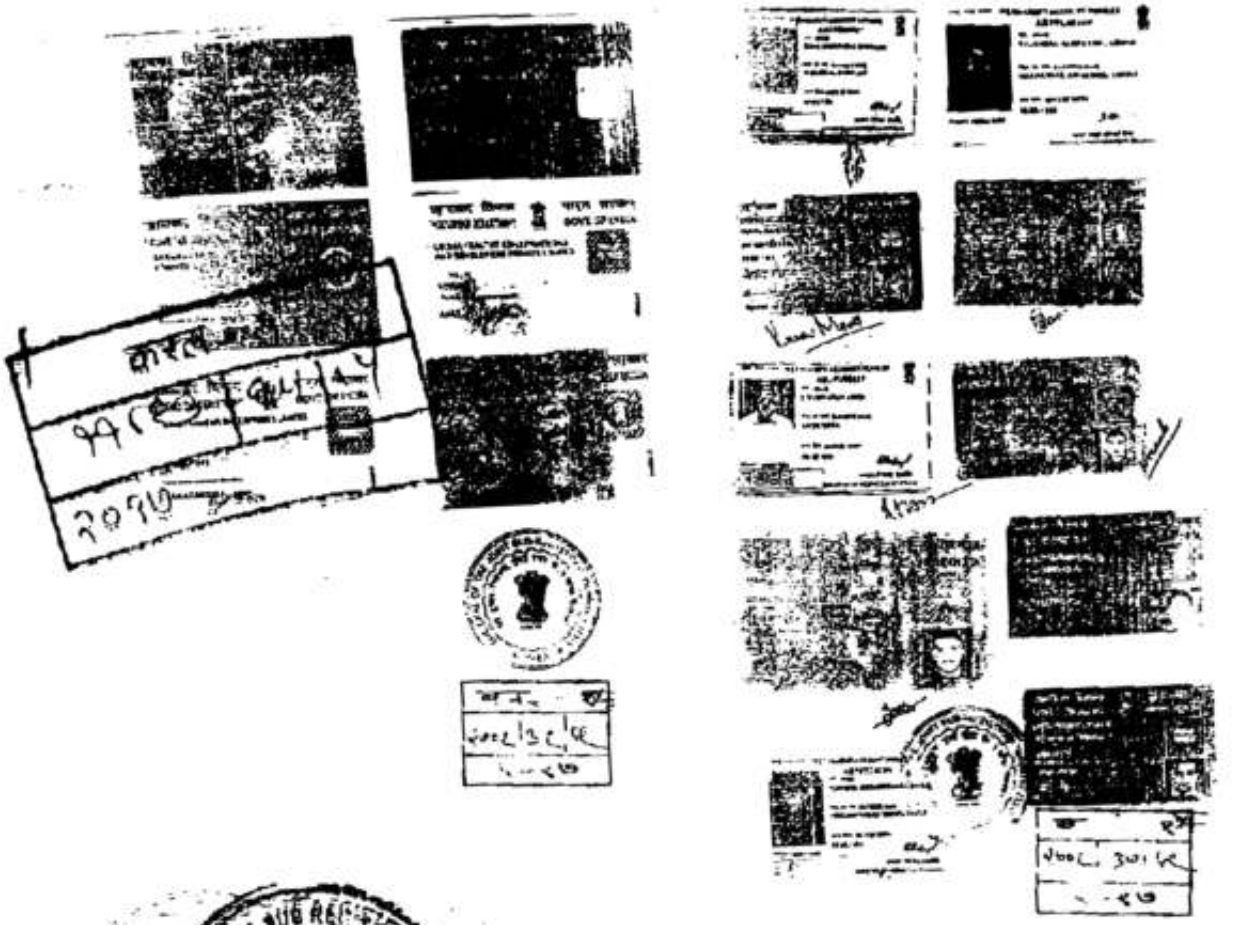

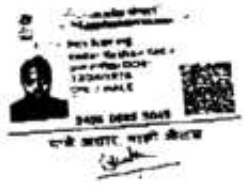

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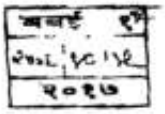

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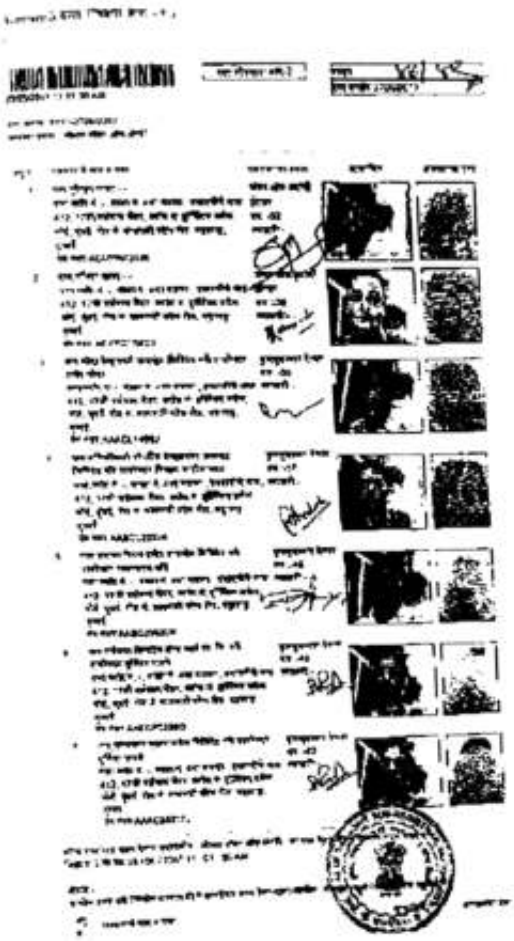

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क्रम ८
१५६३ | ९९ | २५
२०१७

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कारक - 9
20910

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

Certificate of Incorporation

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FORM NO. INC-22

करल - १

BELLISSIMO MAHAVIR ASSOCIATES DWELLERS PRIVATE LIMITED

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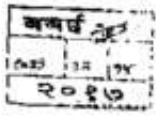

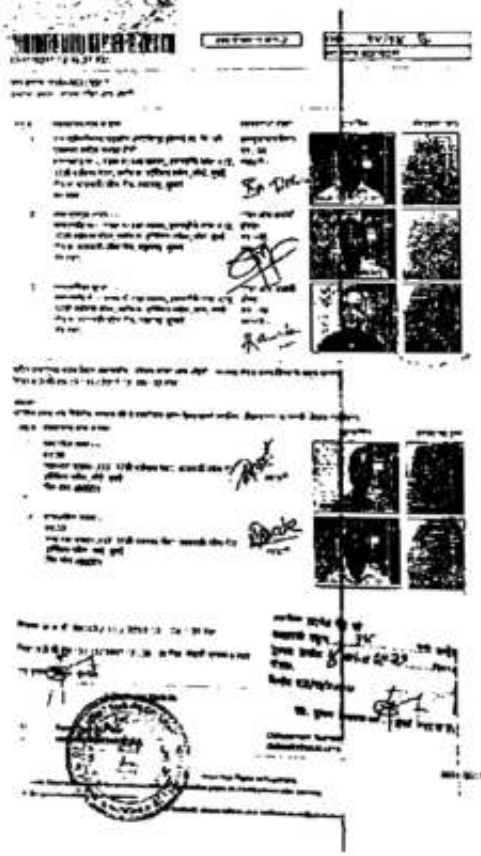

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GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Certificate of Incorporation

FORM NO. INC-22

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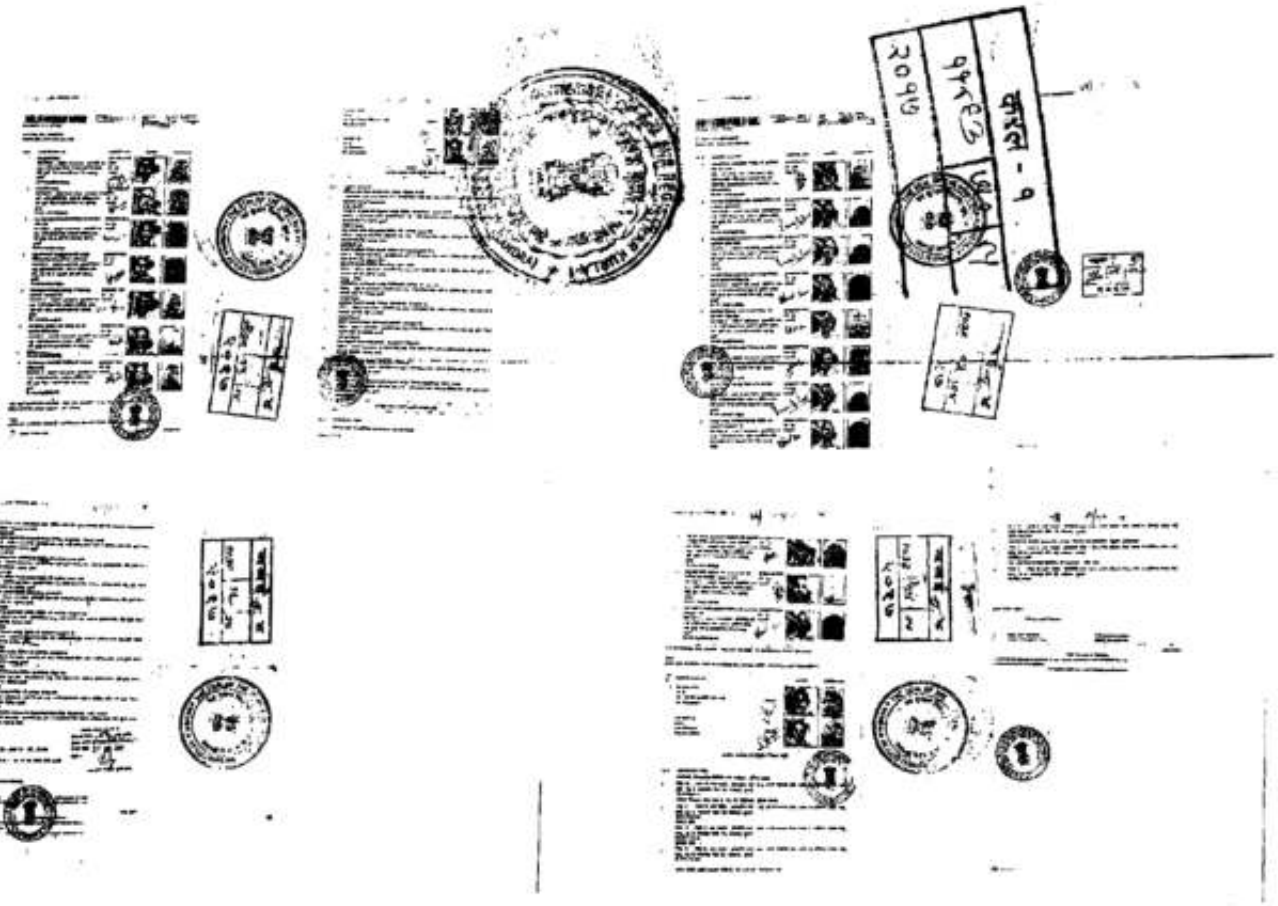

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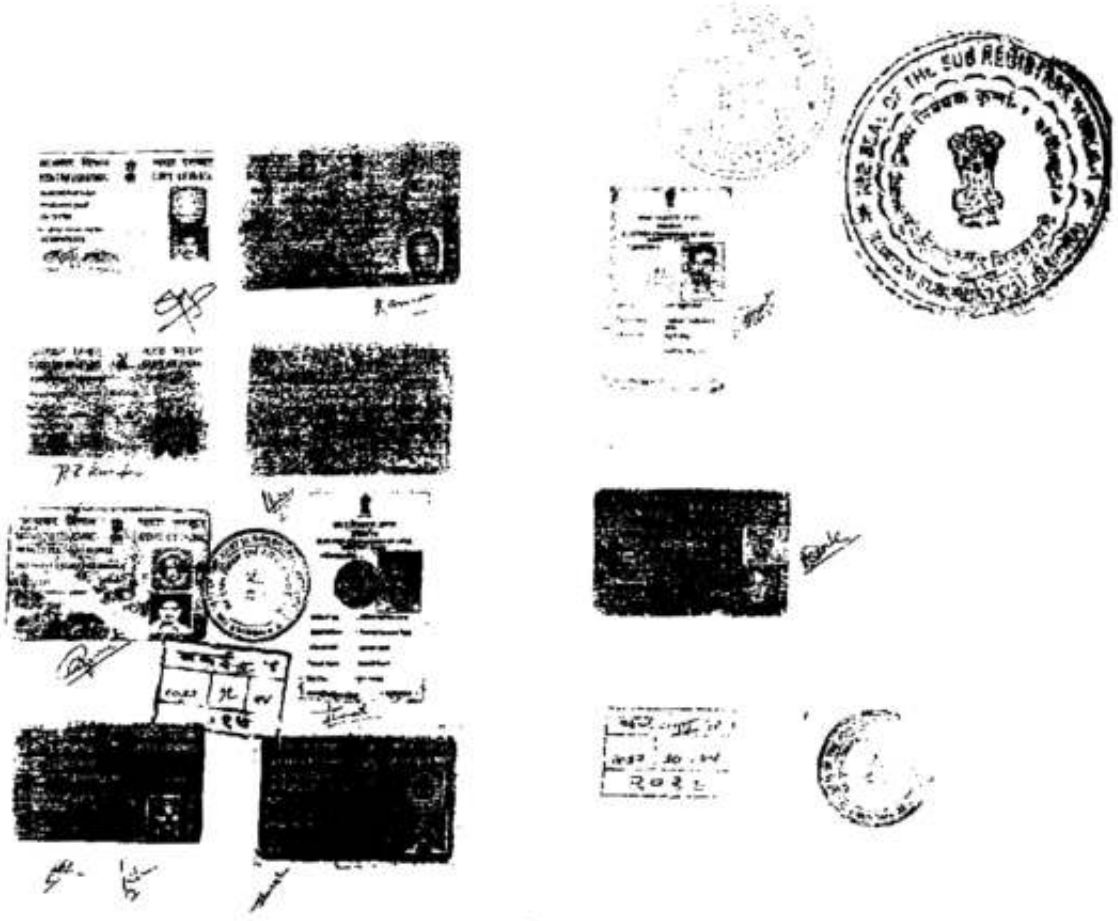

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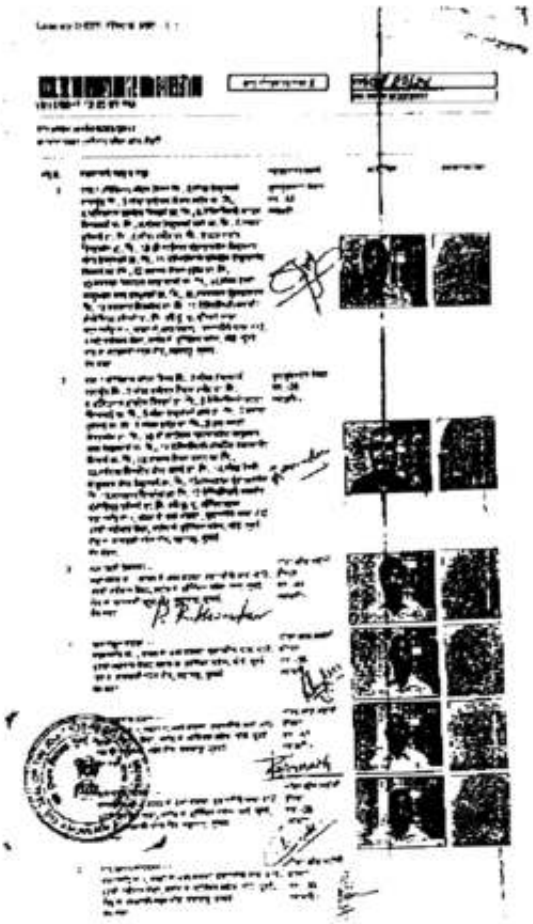

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Minutes of the meeting of the BOARD OF DIRECTORS and the resolution of the Powai Cubicles Private Limited HELD ON 31.08.2017 AT H-1, 1103,11th floor Bhoomi Park Phase -2, Near Jankalyan Nagar, Off Marve Road, Malad west, Mumbai - 400095, Maharashtra, INDIA

करल - ९
९९१८३ | ८० | २५
२०१७

Mr. Ankush Patel has been elected Chairman of the Board and will conduct Board meetings.

QUORUM

The Chairperson declared the quorum complete and the meeting competent to transact business.

Purchase decision and dealing with ICICI Bank for funding

"RESOLVED THAT Powai Cubicles would like to purchase unit #1707 in Lodha Supremus located opposite MTNL Telephone exchange at Saki Vihar Road, Powai, Mumbai 400072. In this regards, the Board resolves and authorizes Mr. Anil Sharma to make all necessary arrangements like negotiating with Lodha Developers, applying to ICICI Bank for a loan of Rs. 1,80,00,000/- (Rupees one crore eighty lakhs only) and completing all legal formalities necessary for the purchase of the unit on behalf of the Board

Mr Anil Sharma can sign as the authorized signatory for the applications submitted to ICICI Bank, Lodha Developers as wel as any other legal processes involved in this purchase. *Once authorized signatory has signed it will be binding on the Company."*

VOTE OF THANKS

There being no other business, the meeting concluded with a vote of thanks to the Chair.

RESOLVED FURTHER THAT the Common Seal of the Company, if required, be affixed on the agreements, documents, undertakings or writings as may be required in presence of Mr Anil Sharma and the same in token thereof;

RESOLVED FURTHER THAT in accordance with the provisions of the Companies Act 2013, Mr. Anil Sharma, be and is hereby authorized to issue a 'true copy' of this resolution to the concerned authorities /parties as may be necessary and they be authorized to act thereon."

Ankush Kamalnayan Patel
Director & Chairman

POWAI CUBICLES PRIVATE LIMITED MUMBAI

Anil Sharma
Director

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करल - १		
१९६३	८१	८१
२०१७		

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आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

POWAI CUBICLES PRIVATE LIMITED

21/09/2015

AAICP2988B

करल - १

१४६३	८२	८५

२ Powai Cubicles Pr...

Director

भारत सरकार

अंकुश कमलनारायण पटेल
Ankush Kamalnayan Patel
DOB: 28-07-1974
Gender:Male

6596 9030 8752

आधार - आम आदमी का अधिकार

Ankush Pat

THE SEAL OF THE SUB REGISTRAR KURLA-I

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

स्थायी लेखा संख्या कार्ड
Permanent Account Number Card

AAIPN7508J

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

ANIL SHARMA

BRAHAM DUTT SHARMA

02/02/1968

Permanent Account Number

AQSPS0550P

Signature

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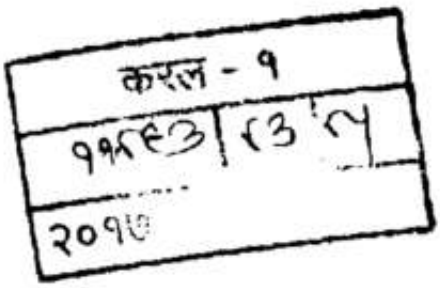

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[redacted]
सोमवार,27 नोव्हेंबर 2017 6:57 म.नं.

दस्त गोषवारा भाग-1

करल1

दस्त क्रमांक: 11863/2017

करल - १

११८६३ | ८४ | ८५

२०१७

दस्त क्रमांक: करल1 /11863/2017

बाजार मुल्य: रु. 2,41,15,373/- मोबदला: रु. 1,95,77,348/-

भरलेले मुद्रांक शुल्क: रु.12,06,500/-

दु. नि. सह. दु. नि. करल1 यांचे कार्यालयात

अ. क्रं. 11863 वर दि.27-11-2017

रोजी 6:41 म.नं. वा. हजर केला.

पावती:15140 पावती दिनांक: 27/11/2017

सादरकरणाराचे नाव: पवई क्युबिकल्स प्रा लि तर्फे डायरेक्टर अनिल शर्मा

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 1700.00

पृष्ठांची संख्या: 85

एकुण: 31700.00

दस्त हजर करणाऱ्याची सही:

दु. निबंधक कुर्ला 1

दु. निबंधक कुर्ला 1

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानापन्न असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 27 / 11 / 2017 06 : 41 : 09 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 27 / 11 / 2017 06 : 42 : 37 PM ची वेळ: (फी)

THE SEAL OF THE SUB REGISTRAR KURLA-1

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Index-2(सूची - २)

28/11/2017

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ला 1
दस्त क्रमांक : 11863/2017
नोंदणी :
Regn:63m

गावाचे नाव : 1) तुंगवा

(1)विलेखाचा प्रकार	करारनामा
(2)मोबदला	19577346
(3) बाजारभाव(भाडेपटट्यावाऱ्या आकारणी देतो की पटटेदार ते नमूद करावे)	24115372.6
(4) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास)	1) पालिकेचे नाव:मुंबई म.न.पा. इतर वर्णन :सदनिका नं: युनिट न.-1707, माळा नं. 17वा मजला, इमारतीचे नाव: नोव्हा सुप्रियम पवई, क्लॉक नं: मुंबई, रोड नं: नाही विहार रोड, इतर माहिती: सोबत एक कार पार्किंग((C.T.S. Number : 182/ए-1 व इतर नमूद केल्याप्रमाणे;))
(5) क्षेत्रफळ	1) 106.35 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:-नोव्हा डेव्हलपर्स प्रा.लि. तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु. प्रताप मातवेकर वय:-35; पत्ता:-प्लॉट नं: -, माळा नं: 4था मजला , इमारतीचे नाव: 412, 17वी मार्श्यमान चेंबर, क्लॉक नं: हॉर्निमन सर्कल, फोर्ट, मुंबई, रोड नं: कावसजी पटेल रोड, 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 फ्युचिवल्स प्रा लि तर्फे डायरेक्टर अनिल शर्मा वय:-49; पत्ता:--, 11वा मजला, एच1/1103 भूमी पार्क , फेज 2, मालाड-पश्चिम, मुंबई, ऑफ मार्वे रोड, टिम : अंधेरी, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400095 पॅन नं:-AAICP2988B
(9) दस्तऐवज करुन दिल्याचा दिनांक	22/11/2017
(10)दस्त नोंदणी केल्याचा दिनांक	27/11/2017
(11)अनुक्रमांक,खंड व पृष्ठ	11863/2017
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	1206500
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14)शेरा	

मुल्यांकनासाठी विचारात घेतलेला तपशील:-	मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारानुसार आवश्यक नाही दस्तप्रकारानुसार आवश्यक नाही
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :	(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

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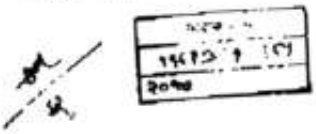

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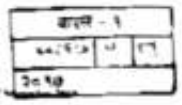

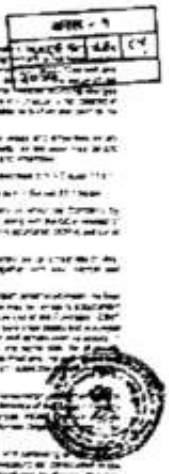

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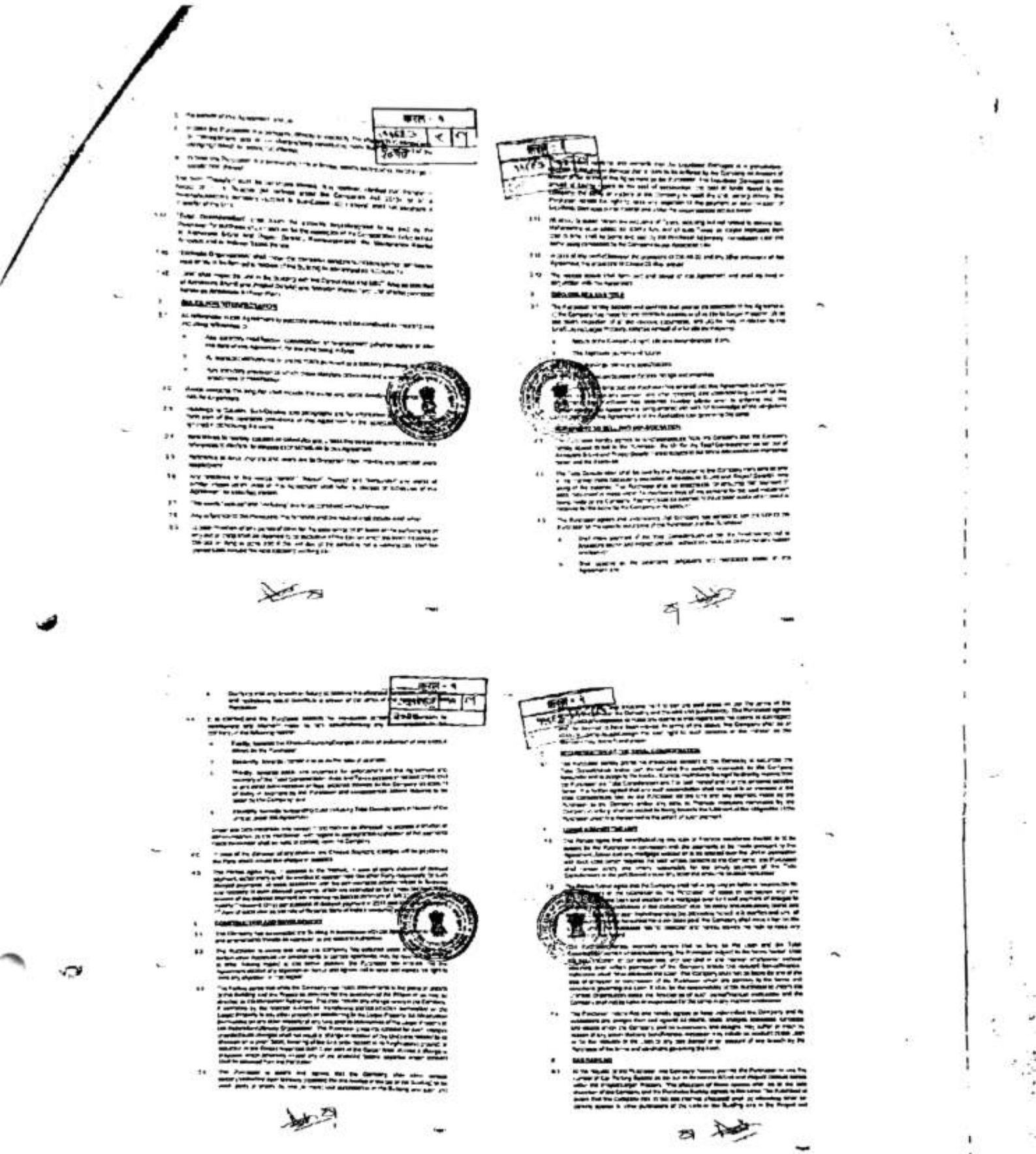

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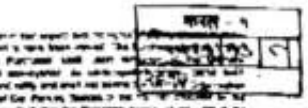

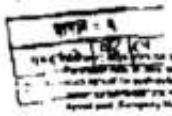

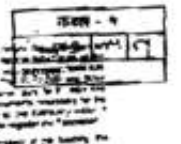

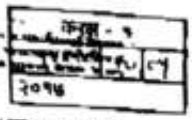

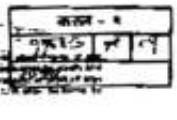

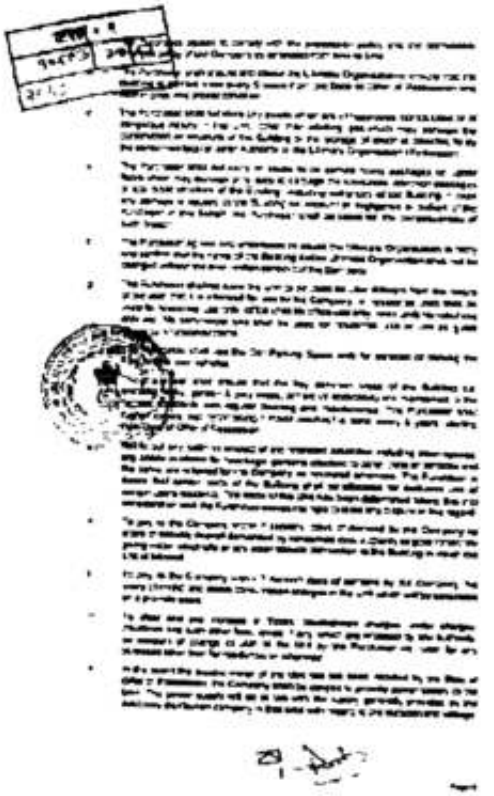

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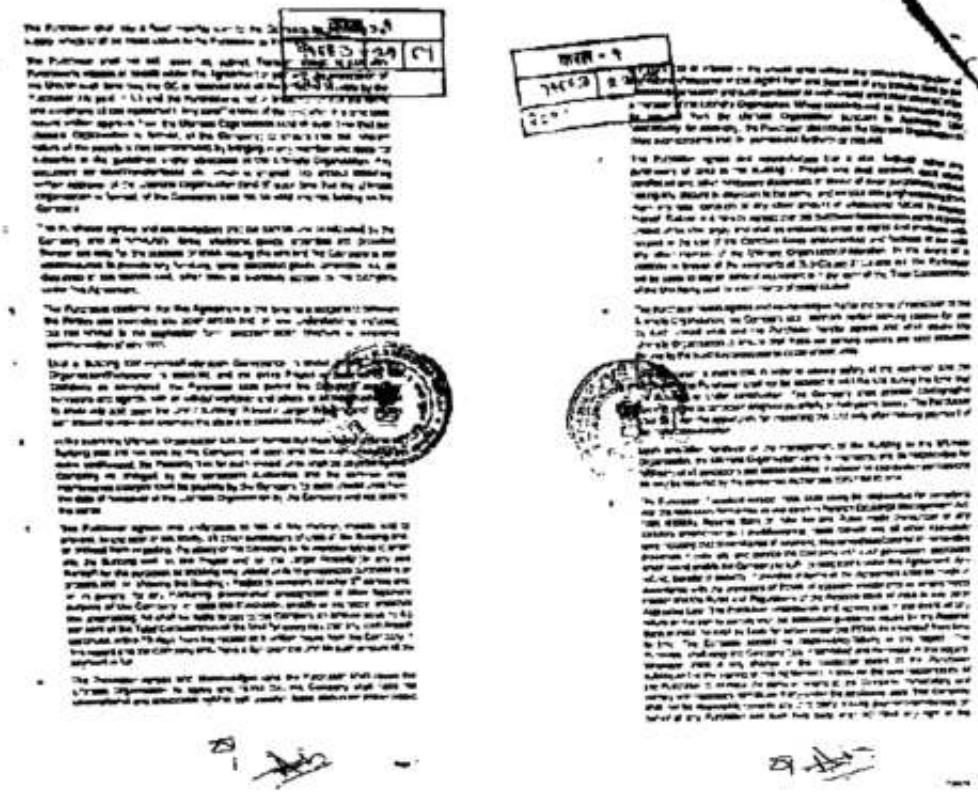

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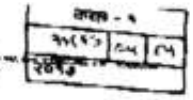

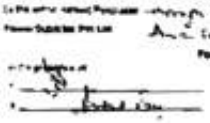

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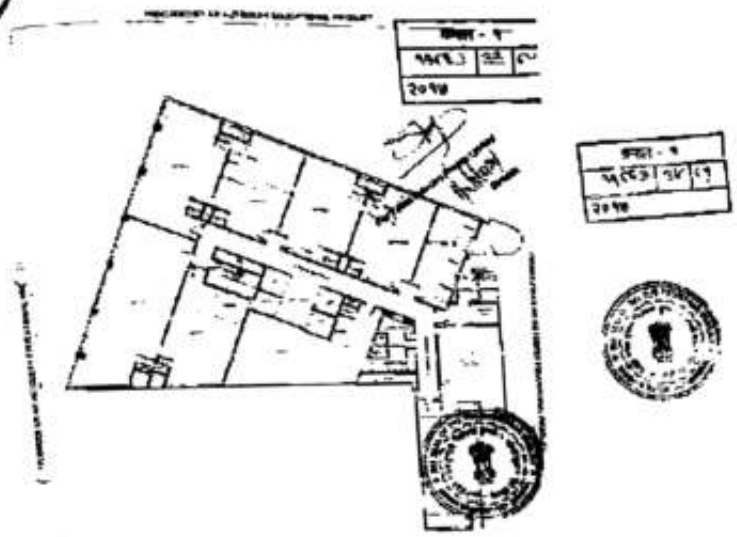

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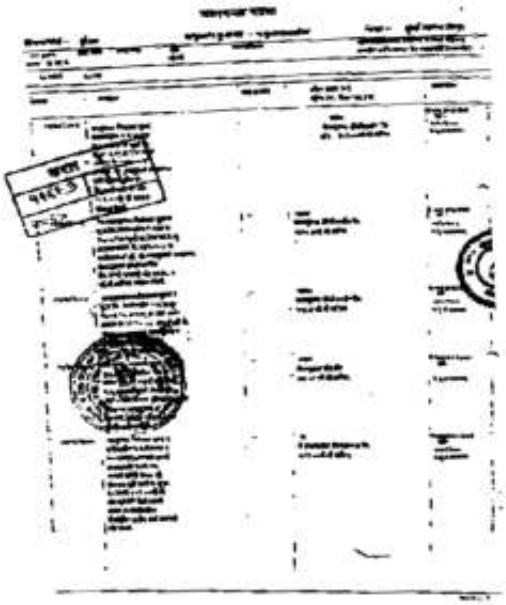

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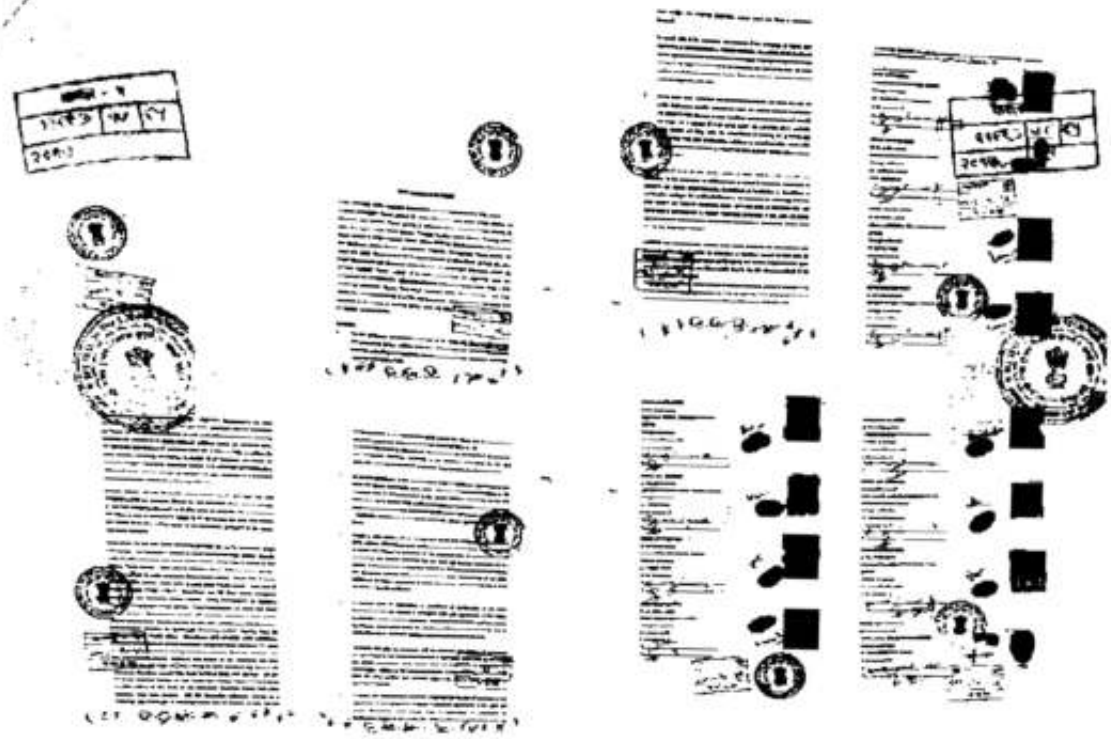

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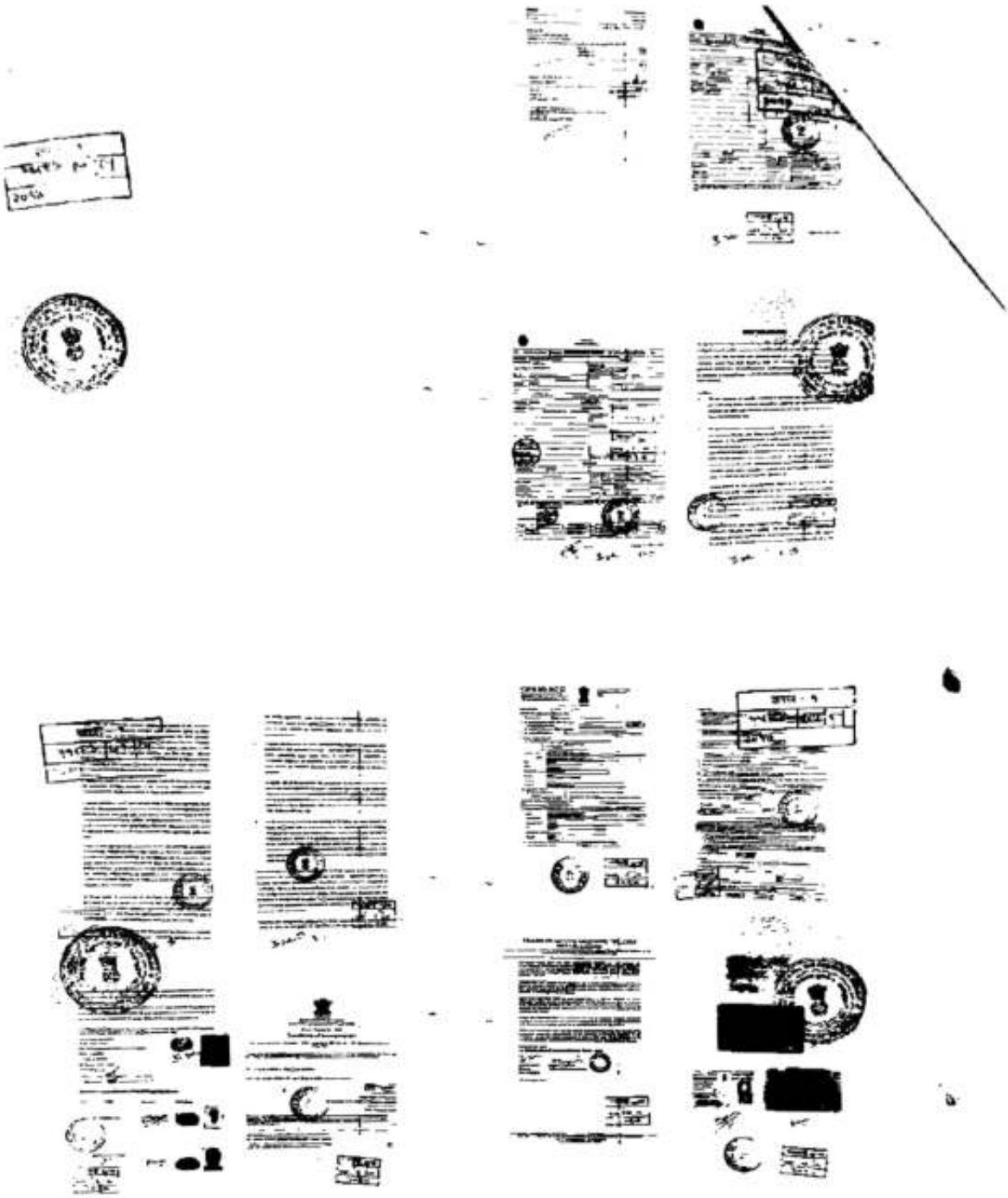

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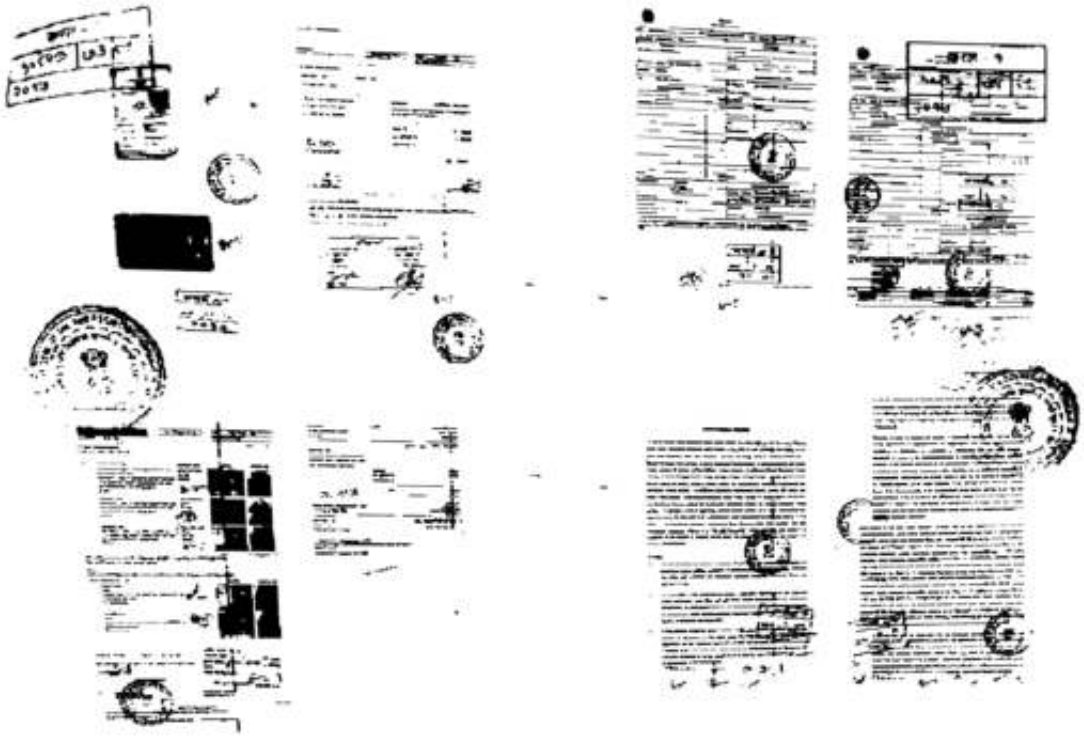

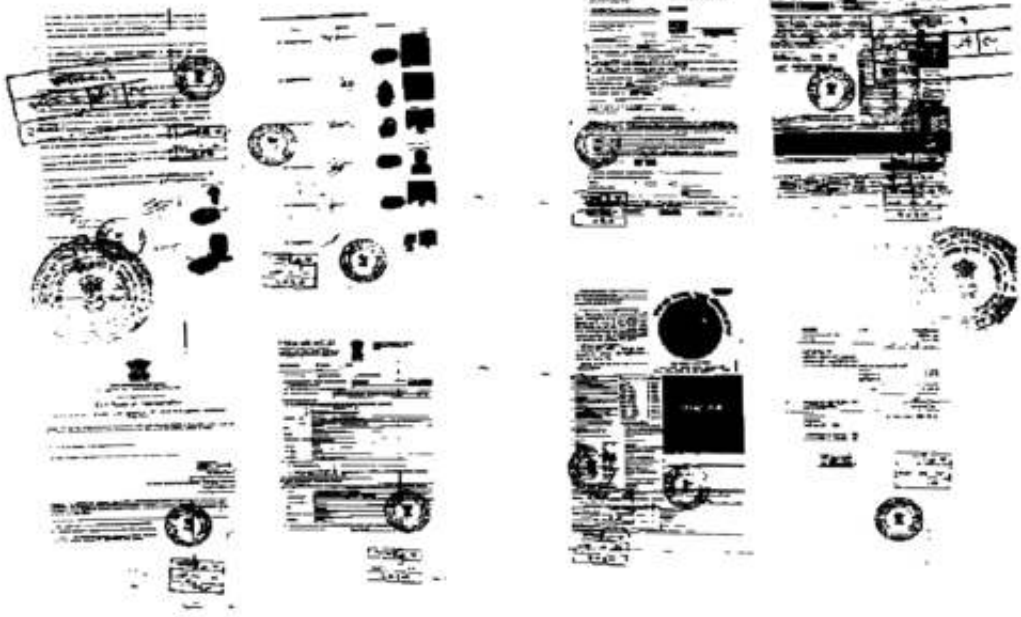

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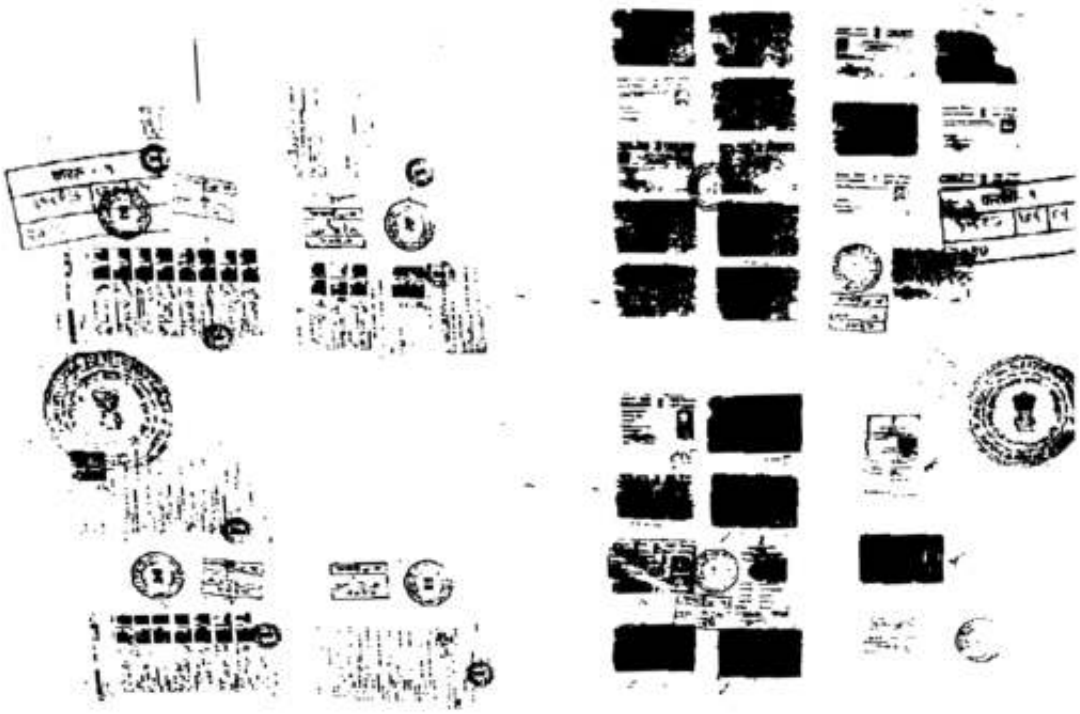

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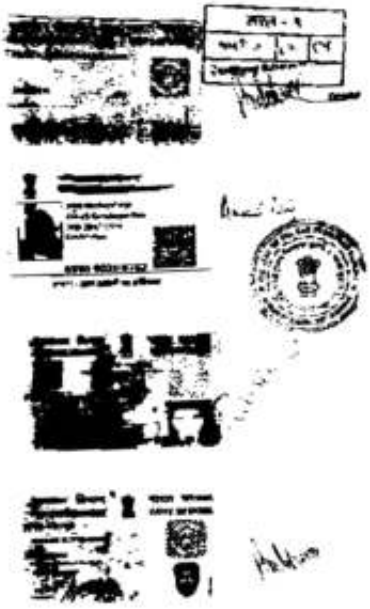

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