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Monday, February 22, 2016  
3:31 PM

पावती

Original/Duplicate

नॉदणी क्र.: 39म  
Regn.: 39M

पावती क्र.: 2460 दिनांक: 22/02/2016

सावाचे नाव: तुंगवा

दस्तावेजाचा अनुक्रमांक: करल1-1880-2016

दस्तावेजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: मे पवई क्यूबीकल्स प्रायव्हेट लिमिटेड तर्फे संचालक अंकुश कमलनयन पटेल

नॉदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 1560.00

पृष्ठांची संख्या: 78

**DELIVERED**

एकूण:

रु. 31560.00

आपणाम मूळ दस्त, यंबनेल प्रिंट, मूची-२ अंदाजे  
3:44 PM ह्या वेळेस मिळेल.

**सह वुसिम निर्वधक**  
**कुर्ला-१ (वर्ग-०१)**

बाजार मूल्य: रु. 32255000/-

मोबदला: रु. 2611816/-

भरलेले मुद्रांक शुल्क: रु. 1619500/-

1) देयकाचा प्रकार: eSBTR/SimpleReceipt रकम: रु. 30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH007408943201516R दिनांक: 22/02/2016

बँकेचे नाव व पत्ता: IDBI

2) देयकाचा प्रकार: By Cash रकम: रु. 1560/-

मूळ दस्त, स्कॅन्ड प्रिंट

मिळाली





22/02/2016

सूची क्र.2

दुय्यम निबंधक : सह दु.नि. कुर्ना 1

दस्त क्रमांक : 1880/2016

नोदणी :

Regn:63m

गावाचे नाव : 1) तुंगवा

(1) विनिष्ठाचा प्रकार	करारनामा
(2) मोबदला	26741016
(3) बाजारभावा(भाडेपट्टीवाच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)	32255000
(4) मू-भावन, पोटहिम्मा व परक्रमांक (अमन्यास)	1) पालिकेचे नाव: मुंबई म.न.पा. इतर वर्णन : सदनिका नं: युनिट नं.-16/11, गाळा नं: 16वा मजला, इमारतीचे नाव: लोडा सुप्रिमस पवई, ब्लॉक नं: मुंबई-400072 रोड नं: साकी विहार रोड, इतर माहिती: सोबत दोन कार पार्किंग ( C.T.S. Number : 182/ए-1 : )
(5) क्षेत्रफळ	1) 150.89 चौ.मीटर
(6) आकारणी किंवा जुही देण्यात असेल तेव्हा	
(7) दस्तऐवज करून देणा-या/विहून देवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमन्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- लोडा डेव्हलपर्स प्रा.लि. तर्फे कु. सु. सुरेन्द्रन नाथर तर्फे कु. सु. रमेश रावल वय:- 46; पत्ता:- प्लॉट नं. - , भाळा नं: 4वा मजला , इमारतीचे नाव: 412, 17वा वर्धमान चेंबर, ब्लॉक नं: इर्मिन्स सर्व्हेल, फोर्ड, मुंबई, रोड नं: कावसजी पटेल रोड, महाराष्ट्र, मुंबई. पिन कोड:- 400001 पॅन नं:- AAACL1490J
(8) दस्तऐवज करून देणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश अमन्यास, प्रतिवादिचे नाव व पत्ता	1): नाव:- मे पवई कपुडीकलस प्रायव्हेट लिमिटेड तर्फे संचालक अंकुश कमलतयन पटेल वय:- 41; पत्ता:- प्लॉट नं. - , भाळा नं: - , इमारतीचे नाव: - , ब्लॉक नं: फेज 2 जनकन्याय नगर, मालाड पश्चिम मुंबई, रोड नं: ऑफ मार्के रोड, महाराष्ट्र, मुंबई. पिन कोड:- 400095 पॅन नं:- AAICP2988B
(9) दस्तऐवज करून दिव्याचा दिनांक	06/02/2016
(10) दस्त नोदणी करण्याचा दिनांक	22/02/2016
(11) अनुक्रमांक, खंड व पृष्ठ	1880/2016
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	1619500
(13) बाजारभावाप्रमाणे नोदणी शुल्क	30000
(14) भेरा	

मुद्रांकनामादी विभारात घेतलेला तपशील :-

मुद्रांक शुल्क आकारताना निवडलेला अनुसूद्ध :-

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.



[Sarita v1.5.0]



खरी प्रत

सह. दुय्यम निबंधक, कुर्ना-१  
मुंबई उपनगर जिल्हा



# महाराष्ट्र शासन - नांदणी व मुद्रांक विभाग

मुद्रांक शुल्क भरण्यात येत २०१६

A-1) महाराष्ट्र शासनाच्या

मुद्रांक

करल - १		
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२०१६		

१. दस्ताचा प्रकार :- करारनामा अनुच्छेद क्रमांक :- २५
२. सागरवत्सल्ये नाव :-
३. तालुका :-
४. गावाचे नाव :- ढुली
५. नगरमुद्रापत्र क्रमांक/सर्व्हे क्र./अंतिम मूल्यांकन क्रमांक :- १८२/८०
६. मूल्य दर्शविभाग (झोन) :- ११०/५०० उपविभाग :-
७. मिळकतीचा प्रकार :- खुडीनमीन निवासी कार्यालय दुकान औद्योगिक  
श्री. नं. नं. २२ १८९५००/-
८. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- १५०.८९ विलंबीत नं. मीटर :-
९. कारपाकिंग :- २ रचनी :- पोंटमाळा
१०. मजला क्रमांक :- १६ उदवाहन सुविधा :- बाहेर/नाही
११. बांधकाम वर्ष :- घसारा
१२. बांधकामाचा प्रकार :- आरसीसी/इतर पक्के/अर्धे पक्के/कच्चे
१३. बाजारमुल्यदर तक्तावरील मार्गदर्शन सुचना क्र. :-
१४. लिक्व् अॅन्ड टायमसन्सचा दस्त :- १ :- प्रथिमाह भाडे रक्कम :-  
निवासी/अनिवासी २ :- वनामत रक्कम/अग्रमू. भाडे :-  
३ :- कालाडघी :-
१५. निर्धारित केलेले बाजारमुल्य :- ३२२५५०००/-
१६. दस्तामध्ये दर्शविलेले मोबदला :- २६०००००००/-
१७. देय मुद्रांक शुल्क :- १६१२८००/- गरलेले मुद्रांक शुल्क :- १६१९५००/-
१८. देय नोंदणी फी :- ३००००/-

लिपीक

*Handwritten signature*

सह दायम निबंधक





Hot Payment Successful. Your Payment Confirmation Number is 83207158

## CHALLAN

MTR Form Number - 6

GRN NUMBER	MH007408943201516R	BARCODE	Form ID :	Date: 18-02-2016
Department	IGR	Payee Details		
Receipt Type	RM	Dept. ID (If Any)		
Office Name	IGR200-KRL4_JT SUB REGISTRAR KURLA NO 4	Location	PAN-AAICP2988B	
Year	Period: From : 18/02/2016 To : 31/03/2099	PAN No. (If Applicable)	Full Name Powai Cubicles Pvt Ltd	
Object	Amount in Rs.	Flat/Block No.	Unit No 1601 Supremus Powai	
0030045501-75	0.00	Premises/ Bldg	Saki Vihar Road Powai	
0030063301-70	30000.00	Road/Street, Area /Locality	Mumbai Maharashtra	
	0.00	Town/ City/ District	PIN 4 0 0 0 7 2	
	0.00	Remarks (If Any) :		
	0.00	<div style="border: 1px solid black; padding: 5px; text-align: center;"> करल - ९  २०९६ </div>		
	0.00			
	0.00			
	0.00			
	0.00			
Total	30000.00	Amount in words	Rupees Thirty Thousand Only	
Payment Details: IDBI NetBanking Payment ID : 83207158		FOR USE IN RECEIVING BANK		
Cheque- DD Details:		Bank CIN No : 69103332016021850490		
Cheque- DD No.		Date	18-02-2016	
Name of Bank	IDBI BANK	Bank-Branch	014 Khar	
Name of Branch		Scroll No.		



*Handwritten signature*

करल - १		
५८५०	७	४८
२०१६		



# AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai 6th day of Feb, 2016

**BETWEEN:**

**LODHA DEVELOPERS PRIVATE LIMITED**, a Company registered and incorporated under the Companies Act, 1956 and 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 contrary to the context or meaning thereof, mean and include its successors in title) of the **FIRST PART**;

**AND**

*[Handwritten signatures]*

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२०००	८	२५

M/s. Power Cabicles Private Limited residing/having address at Phase 2, Near Jankalyan, 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 contrary to the context or meaning thereof, mean and include (a) in case of an Individual, such individual's heirs, executors, administrators and permitted assigns; (b) In case of a Partnership Firm, the partners for the time being thereof, the survivors or the last survivor of them and legal heirs, executors, administrators of last survivor of them and his permitted assigns, and (c) In case of a Company/Society, its successors and permitted assigns, and in all cases, all persons claiming by under or through such Purchaser including his/her/their/its successors in interest) of the **SECOND PART**.

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

**WHEREAS:-**

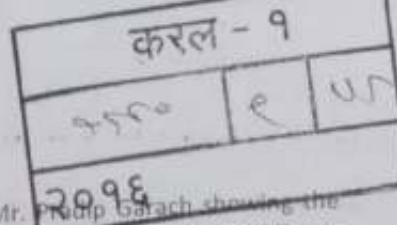
- A. The Company has constructed the Building (as defined herein) on the Property (as defined herein). The brief chain of rights of the Company in respect of the said Property has been set out in **Annexure "1"** and **"7"** hereto.
- B. By Intimation of Disapproval dated 20<sup>th</sup> April 2011 bearing Serial No. CE/4374/BPES/AL (IOD), the Executive Engineer Building Proposal (Eastern Suburbs)-I of the Municipal Corporation of Greater Mumbai (MCGM) *inter alia* approved the building plans and granted its permission for development of the said Property (defined herein) subject to compliance of the terms and conditions stated therein. The said IOD was revised from time to time. Hereto annexed and marked as **Annexure "4"** is copy of the amended IOD dated 15<sup>th</sup> January 2015.
- C. By Commencement Certificate dated 5<sup>th</sup> August, 2011 bearing Serial No. CE/4374/BPES/AL (CC), Executive Engineer Building Proposal (Eastern Suburb) -I of MCGM, *inter alia* granted development permission to carry out the development and construction on the said Property. said the said CC was amended from time to time. Hereto annexed and marked as **Annexure "5"** is copy of the amended CC dated 15<sup>th</sup> January 2015.
- D. By Occupation Certificate dated 4<sup>th</sup> November 2015 bearing Serial No. CE/4374/BPES/AL, the Executive Engineer Building Proposal (Eastern Suburb) -I of MCGM granted its no objection to fully occupy the Building (defined herein). Hereto annexed and marked as **Annexure "6"** is copy of the said Occupation Certificate dated 4<sup>th</sup> November 2015.
- E. The Company had engaged the services of architects and structural engineers for the preparation of the structural design and drawings thereof and the construction of the Building was done under the professional supervision of the said architects and the structural engineers as required under the bye-laws of the local authorities.



*[Handwritten signature]*

*[Handwritten signature]*





- F. The Copy of the Certificate of Title of Advocate Mr. Philip Garach showing the nature of the title of the Company to the said Property on which the Building is constructed is hereto annexed and marked as Annexure "7". Copy of the floor plan of the Unit is hereto annexed and marked as Annexure "8".
- G. The Purchaser has approached the Company and applied for allotment of the Unit (as defined herein) in the Building and the Company has agreed to allot the said Unit Relying upon the said application and the representations, declarations and assurances made by both 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.

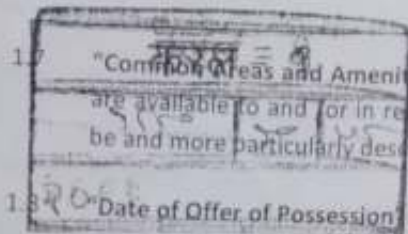
**NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-**

**1. DEFINITION AND INTERPRETATION:-**

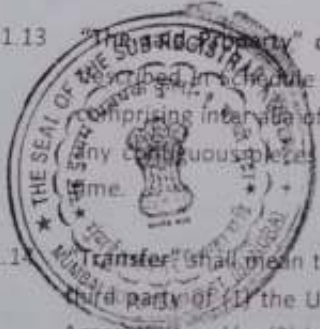
- 1.1 "Agreement" shall mean this agreement together with the schedule and annexures hereto and any other deed and/or document(s) executed in pursuance hereof.
- 1.2 "Approvals" shall mean and include all licenses, permits, approvals, consents obtained/to be obtained from, granted/to be granted by the competent authorities in connection with the Property /Building/ /Unit and/or the development thereof including but not limited to plans, Intimation of Disapproval (IOD), Commencement Certificate (CC) and Occupation Certificate (OC).
- 1.3 "Building" shall mean a multistoried commercial building by the name "Lodha Supremus" consisting of 20 upper floors, including a Government Car Park and more particularly described in Annexure "2", constructed by the Company on the Property.
- 1.4 "CAM Charges" shall mean the common area maintenance charges payable by the Purchaser for inter alia the maintenance of Unit / Building/Property.
- 1.5 "CAM Commencement Date" shall mean 15<sup>th</sup> (fifteen) day from the due date of last installment of the Total Consideration payable hereunder, regardless of whether the Purchaser takes the Unit or not.
- 1.6 "Carpet Area" shall mean the carpet area of the Unit including all passages, decks, balconies, service slabs, cupboards, niches, elevation treatment and/or any other area which the Purchaser is exclusively entitled to use. Such carpet area is calculated on bare shell basis, prior to application of any finishes / finishing material and is subject to tolerance of +/- 2% on account of structural, design and construction variances.



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- 1.7 "Common Areas and Amenities" shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building/Property, as the case may be and more particularly described in the Annexure "3" hereto.
- 1.8 "Date of Offer of Possession" shall mean the date as specified in Annexure "2".
- 1.9 "Land Under Construction (LUC) reimbursement charges" shall mean the LUC reimbursement charges payable by the Purchaser to the Company for the period of start of construction till the Date of Offer of Possession.
- 1.10 "Liquidated Damages" shall mean an amount equivalent to 19.9% of the Total Consideration as defined under this Agreement plus applicable service tax.
- 1.11 "Refund Amount" shall mean the Total Consideration or part thereof paid by the Purchaser hereunder after deducting therefrom the Liquidated Damages and any other amount and dues payable by the Purchaser to the Company.
- 1.12 "Other Charges" shall mean the Other charges payable by the Purchaser set out in Annexure "2" hereto towards and including but not limited to layout deposits, IOD deposits or permanent deposits, water connection charges, electricity connection and meter charges, betterment charges, development charges, gas/pipe gas connections charges, internet connection deposits, Telephone connection deposits, cess, levies and charges, along with applicable direct and/or indirect taxes, but shall not include CAM Charges and Property Taxes.
- 1.13 "The said Property" or "the Property" shall mean the lands more particularly described in Schedule of Property of this Agreement on which the development comprising the Building is planned to be carried out and shall include any contiguous pieces of land which may be added to the said development over time.
- 1.14 "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of (1) the Unit or the interest therein and/or (2) the benefit of this Agreement and/or (3) (a) in case the Purchaser is a Company, directly or indirectly, (i) the change in control and/or (ii) Management and/or (iii) shareholding of not less than 25%, of the Company or its holding (b) in case the Purchaser is a Partnership Firm or an LLP, the change in constitution thereof. The term "Transfer" shall be construed liberally. It is however, clarified that the Transfer in favour of (i) a Relative (as defined under the Companies Act, 1956) or (ii) a holding/subsidiary Company (subject to (3) (a) above) shall not constitute Transfer of the Unit.
- 1.15 "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit as set out in clause 5.1 below and in Annexure "2".
- 1.16 "Ultimate Organization" shall mean the society/company/ condominium to be formed in respect of the Building.



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- 1.17 "Unit" shall mean the commercial office unit located in the Building and the details thereof are given in Annexure "2" hereto.

## 2. RULES FOR INTERPRETATION

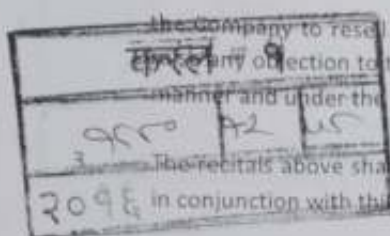
In this Agreement where the context admits:-

- 2.1 All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-
- Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
  - All statutory instruments or orders made pursuant to a statutory provision; and
  - 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 of one 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.
- 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



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the Company to resell the Unit, among others. The Purchaser waives his right to object to the payment or determination of liquidated damages in the manner and under the circumstances set out herein.

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

#### 4. DISCLOSURES AND TITLE

4.1 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 said Property, (ii) he has taken full, free and complete inspection of all the relevant documents and (iii) in relation to the Unit/Building/Property, has satisfied himself of inter alia the following:-

- a) Nature of the Company's right and title and encumbrances, if any.
- b) The drawings, plans and specifications.
- c) Nature and particulars of fixtures, fittings and amenities.
- d) All particulars of designs and materials to be used in construction of the Unit and the Building.
- e) The Approvals obtained and yet to be obtained.

4.2 The Purchaser confirms that the Purchaser has after (i) reading and understanding all the terms and conditions set out in this Agreement and the mutual rights and obligations of the Parties to the Agreement and (ii) satisfying himself in all respects with regard to the title of the Company in respect of the said Property/Building/Unit, agreed to enter into and execute this Agreement. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser further confirms that the queries raised by him with regard to the Unit/Building/Property and the terms hereof have been satisfactorily responded to by the Company. The Purchaser confirms that the Purchaser has been suitably advised by his advisors and well wishers and that this Agreement is being executed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Property/Building/Unit and the implication of the terms and conditions contained in this Agreement.

#### 5. AGREEMENT TO SELL AND CONSIDERATION

5.1 The Purchaser hereby agrees to purchase/acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Total Consideration set out in Annexure "2" hereto subject to the terms and conditions mentioned herein and/or the Approvals. The Total Consideration is exclusive of any sums or amounts including contribution, cess, levies, fees, deposits, CAM charges, Property Taxes, LUC, Other charges of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the Unit or otherwise (present or future) and all such amounts shall be entirely borne and paid by the Purchaser on demand being raised by the Company.

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5.2 The Total Consideration shall be paid in installments to the Company from time to time in the manner more particularly described in Annexure "2", time being of the essence. The Purchaser acknowledges that the 'Construction Progress Linked Payment Plan' offers several advantages to the Purchaser, including that the installment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed. This significantly reduces the risk of the Purchaser as compared to the 'Time Linked Payment Plan' option and the Purchaser has entered into this Agreement after taking into account the advantages and risks of the 'Construction Progress Linked Payment Plan'. The Company has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser:-

- (i) shall make payment of the installments as stated in Annexure "2" hereto, without any delay or demur for any reason whatsoever and
- (ii) shall observe all the covenants, obligations and restrictions stated in the Agreement and
- (iii) Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this agreement by the Purchaser.



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

- (i) **Firstly** towards any cheque bounce charges in case of dishonour of cheque or any other administrative expense incurred by us towards your booking;
  - (ii) **Secondly**, towards interest as on date of delayed payments;
  - (iii) **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;
- Fourthly**, towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement;

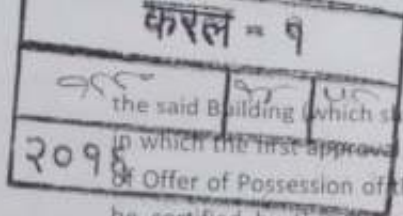
Under any circumstances and except in the manner as aforesaid, no express intimation or communication by the Purchaser, with regard to appropriation/application of the payments made hereunder shall be valid and binding upon the Company.

5.4 The project costing has been done on the basis of the USD-INR exchange rate prevailing at the time of start of construction of the Building. In case there is depreciation of the Rupee above this level, the resultant first 5% increase in the project costing shall be absorbed by the Company. Any cost increase on account of rupee depreciation beyond this first 5% limit shall be borne by the Purchaser. The additional amount payable shall be calculated as follows: Total Consideration x 25% x (applicable % depreciation of INR beyond assumed exchange rate - 5%). The applicable % depreciation of INR shall be based on the daily average exchange rate (USD=INR), as available from the RBI, from the date of start of construction of

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the said Building (which shall be deemed to be the first working day of the quarter in which the first approval of the plans for the Building is obtained) upto the Date of Offer of Possession of the Unit. The said applicable % depreciation of INR shall be certified by the Chartered Accountant of the Company and the Purchaser agrees that such calculation shall be binding on him and waives any right to raise a dispute in this regard. The Purchaser agrees and undertakes to pay such amounts to the Company within 7 days from the receipt of the demand in writing in that regard, time being of the essence. The Company confirms that such demand shall only be raised simultaneously with the offer for possession. It is clarified that, irrespective of the quantum of increase in project costing, the maximum additional amount payable on account of this factor shall not exceed 4.99% of the Total Consideration. It is also clarified that the Total Consideration shall not stand reduced below the amount(s) stated herein under any circumstances.

6. **CONSTRUCTION AND DEVELOPMENT**

6.1 The Company has, subject to the terms hereof, constructed the Building in accordance with the approvals and/or plans, designs and specifications and amendments thereto as approved by the concerned local authorities. 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.

6.2 The Company, as permitted by the appropriate authorities, reserves to itself the right to transfer the construction permissible on the said Property or transfer to the said Property the construction permissible on any other property and lay out such construction accordingly at any time. The Purchaser hereby accords his irrevocable consent to the same and undertakes not to raise any objection to such construction by the Company and waives his rights to raise such objection or make any claims in that regard.

6.3 The Purchaser agrees that till such time that the conveyance of the said Property in favour of the Ultimate Organizations is executed, the Company shall retain with itself all the rights on the terrace of the Building either by itself or through their nominee(s) or assignees, as the case may be (including the right to exclusively commercially exploit the same including but not limited to installing antennae of various telecom and other service providers) and 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. Subject to the aforesaid, the Company shall be at absolute liberty to allot/assign the said right to such person/s in the manner as they may deem fit and proper.

7. **SECURITIZATION OF THE TOTAL CONSIDERATION**

The Purchaser hereby accords/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 / or part thereof. The Purchaser upon receipt of any such intimation in writing by the

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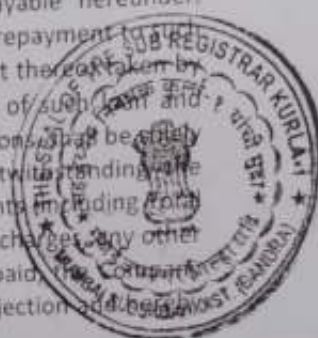
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Company agrees and undertakes; to pay without any demur, deduction or objection to such bank / financial institutions, the Total Consideration or part thereof and/or the amounts payable herein. The Company covenants that the payment of such balance Total Consideration or part thereof in accordance with the terms hereof, by the Purchaser to the bank / financial institutions, shall be a valid payment of consideration or part thereof and discharge of his obligations hereunder.

#### 8. LOANS AGAINST THE UNIT

- 8.1 It is hereby expressly agreed that notwithstanding that the Purchaser approaches/has approached any banks/financial institutions for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Unit to the Company and/or mortgaged/mortgages the Unit with such banks/financial institutions (which is to be subject to issuance by the Company of a No-Objection Letter in favour of such banks/financial institutions) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the Company shall not be liable or responsible for the repayment of such loan by banks/financial institutions of any such loan amount or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the Unit and payment of charges to banks, institutions shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that till such time all the amounts including Total Consideration, contribution, CAM Charges, Property Tax, Other charges, any other costs, expenses, penalties 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.



- 8.2 The Purchaser hereby expressly agrees that so long as the aforesaid loan remains 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 such banks/financial institutions. 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 said loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organization 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.
- 8.3 The Purchaser hereby indemnifies and 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 such banks/financial institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Unit.

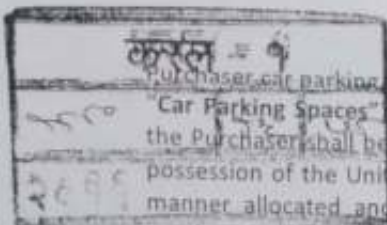
#### 9. CAR PARKING

The Purchaser is aware that as a part of the Building and as a common amenity, the Company has constructed multiple basements and multiple podiums which consist of several car parking spaces to be used by the purchasers of the units of the Building. At the request of the Purchaser, the Company hereby allocates to the

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Purchaser car parking spaces as set out in Annexure "2" (hereinafter referred to as "Car Parking Spaces"). The exact location of the Car Parking spaces allocated to the Purchaser shall be finalized by the Company at the time of handing over the possession of the Unit. The Purchaser is aware that the Company has in the like manner allocated and shall be allocating other car parking spaces to several purchasers of the units in the Building and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organization and/or execution of Conveyance, as contemplated herein, cause such Ultimate Organization to confirm and ratify and shall not and/or shall cause the Ultimate Organization not 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 Unit in the Building.

10. **REGISTRATION**

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 Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Company the serial number under which the same 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.

11. **POSSESSION**

11.1 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 possession of the Unit to the Purchaser on or before the date as set out in Annexure "2". The Company shall endeavor to make available the key Common Areas and Amenities in respect of the Building within a period of 1 (One) year from the Date of Offer of Possession as set out in Annexure "2".

11.2 The Purchaser shall take the Unit within 15 (fifteen) days of the Company giving written notice to the Purchaser intimating that the Unit is ready for possession. In the event the Purchaser fails and /or neglects to take the Unit within the said period, the Purchaser shall in addition to the CAM Charges, be liable to pay to Company compensation calculated at the rate of Rs. 10/- per sq. ft of the carpet area per month or part thereof from the Date of Offer of Possession till such time the Purchaser takes the Unit. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken the Unit from the expiry of the 15<sup>th</sup> day of the date of the said written notice. The Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Unit from the expiry of 15 (fifteen) days from the Date of Notice of Possession.

12. **DEFECT LIABILITY**

If within a period of 36 (thirty six) months from the Date of Offer of Possession the Purchaser brings to the notice of the Company any defect in workmanship of the Unit or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be



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rectified by the Company at their own costs. In the case it is not possible to rectify such defects, and then the Purchaser shall be entitled to receive from the Company reasonable compensation for rectifying such defect, based on the estimated cost of rectifying such defect as may be determined by the Project Architect of the Company. Provided that the liability of the Company under this clause shall not exceed Rs.5,00,000/- (Rupees: Five Lakhs only).

13. **SET OFF / ADJUSTMENT**

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, the Other charges, interest and/or Liquidated Damages from the amounts if any. 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 ORGANIZATION**

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

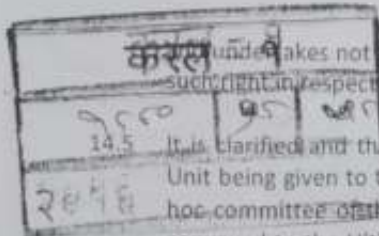
14.2 The Purchaser hereto agrees and confirms that the Property shall be conveyed to the Ultimate Organization. Such conveyance shall be executed at anytime after the operations of the Building are taken over by the Ultimate Organization and upon request of the Ultimate Organization to such effect, and subject to the entire consideration and all outstanding dues being paid by each of the unit purchasers who has purchased a unit in the Building. Any conveyance executed prior to the completion of the entire development on the said Property shall only be in relation to the structure of the Building along with the FSI consumed in the Building and subject to the right of the Company (i) to dispose of any unsold flats, (ii) receipt of the entire consideration amount and outstanding dues from the flat purchasers (iii) to consume entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of the government or local authority on the said Property and (iv) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.

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

14.4 It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organization, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organization, in respect of the Unit, Building or the Property and in this regard the Purchaser for himself, the Ultimate Organization, waives all his rights and claims

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understands not to claim and cause the Ultimate Organization not to claim any such right in respect of Building or the Property.

It is clarified and the Purchaser agrees and understands that irrespective of the Unit being given to the Purchaser and/or the management being given to the ad-hoc committee of the unit purchasers and/or conveyance of the Property being conveyed to the Ultimate Organization, as the case may be, the rights under this Agreement reserved for the Company including for exploiting the potentiality of the Property shall be subsisting and shall continue to vest in the Company and the Purchaser in this regard for himself and the Ultimate Organization waives all his rights in that regard and undertakes and/or cause the Ultimate Organization not to claim any such rights.

- 14.6 The Company hereby agrees that they shall before execution of a Deed of Conveyance in favour of the Ultimate Organization in respect of the Property, as contemplated herein, make full and true disclosure of the nature of the title to the Property as well as encumbrances and/or claims, if any, in/over the Property. The Company shall ensure that the conveyance of the Property in favour of the Ultimate Organization is, as far as practicable, free from encumbrances. The Ultimate Organization shall bear and pay all out of pocket expenses including stamp duty and registration charges, if any and the legal fees in respect of said Deed of conveyance in favour of the Ultimate Organization.

15. **FACILITY MANAGEMENT COMPANY**

- 15.1 The Purchaser is aware that the Building and maintenance of the Common Areas and Amenities of the Building/Property shall be managed by a Facility Management Company (FMC) appointed by the Company for a period upto 60 months commencing from the Date of Offer of possession and thereafter, as may be decided by the Ultimate Organization. The Purchaser alongwith the other purchasers of the units shall be entitled to avail of the services to be provided or arranged by or through the FMC at a cost or charges that may be fixed by the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the purchasers of the units in the Building. These common costs shall be shared by all such purchasers on pro-rata basis determined by the Company and/or FMC, which determination shall be binding on the Purchaser.

- 15.2 The Purchaser agrees and undertakes to cause the Ultimate Organization to be bound by the rules and regulations that may be framed by the FMC from time to time. The Purchaser alongwith the other purchasers in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of the FMC as aforesaid.

- 15.3 The Purchaser is aware that the development 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 facilitating the recreation/comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser and the Ultimate Organization, subject to the following restrictions:

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- i. 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 30 (thirty) years.
  - ii. Upon formation of the Ultimate Organization, the Ultimate Organization shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.
  - iii. The Company shall be entitled to first recover the cost of inter alia fitouts, furnishings and equipment provided by the Company for such FSI Free Constructed Spaces, along with interest thereon @ 12% p.a. (calculated from date of investment till the date of repayment) from the profit share/revenue share/rent payable by the third parties/operators. Any amount from the profit share/revenue share/rent payable by the third parties/operators in excess of this shall be paid to the Ultimate Organization only and the Company shall not have any right in such amount.
  - iv. Any external members of such facility(ies) shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.
- 15.4 The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the FMC/Service Providers or through the FMC/Service Providers. The Company does not warrant or guarantee the use, performance or otherwise of these services provided by the FMC/Service Providers. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance or non-performance or otherwise of these services provided by the FMC/Service Providers.
16. **COMMON AREAS AND AMENITIES:**
- 16.1 The Company shall make available the Common Areas and Amenities set out in Annexure "3" hereto.
17. **CHARGES, PROPERTY TAXES AND EXPENSES**
- 17.1 **OTHER CHARGES**
- The Purchaser shall on or before the Date of Offer of Possession, in addition to the Total Consideration, pay to the Company the Other charges set out in Annexure "2".
- 17.2 **CAM CHARGES**
- 17.2.1 The Purchaser shall pay the CAM Charges at the rate as set out in Annexure "2". These CAM Charges shall be estimated /calculated on the basis of 'costs incurred by the FMC' + 20% margin (excluding utility costs). The 'costs incurred by FMC' shall include all direct costs and indirect costs / overheads allocable to the providing of the CAM services for the Building. However, the CAM charges shall not include the costs associated with Diesel (or any other fuel) consumption and electricity/HVAC consumption within the Unit, which shall be payable by the Purchaser on monthly basis based on actuals. Further, Property Taxes shall not form part of the CAM charges and same shall be dealt with as per the Clause 17.3.
- 17.2.2 The Purchaser shall be obliged to pay the same in advance on/before the 1st day of each quarter. The Purchaser shall be liable to pay interest at 18% p.a., quarterly compounded, for any delayed payment.





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17.2.3. For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from CAM Commencement Date.

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%-10% p.a.). Further, these charges are subject to the revision every 12 months after the Date of offer of Possession by 7.5%-10% p.a. 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.

17.2.6 The Purchaser undertakes to make payment of the estimated CAM charges for the first 18 (eighteen) months within 30 (thirty) days from the Date of Offer of Possession.

### 17.3 PROPERTY TAXES

17.3.1 The property tax, as may be determined from time to time, shall be borne and paid by the Purchaser, separately from any of other consideration / levy / charge/ CAM Charges, etc. The said amount shall be paid by the Purchaser on/before 30th April of each financial year, based on the estimate provided by the FMC, which shall provide the said estimate on/before 15th April of the said financial year. The Purchaser shall be liable to pay interest at 18% p.a., quarterly compounded, for delayed payment. The actual amount paid for the property tax shall be reconciled and paid back / balance paid in the month of March of the said financial year. For the purposes of this Agreement, the Financial Year is assumed to be from April to March.



17.3.2 The Property tax shall be collected on the basis of applicability from CAM Commencement Date (as defined herein). The actual amount of Property Tax payable shall be as per the demand(s) raised by the concerned authorities and at upon receipt of such demand, the Company shall pay the amount collected from all the purchasers of the said wing/Building directly to the authorities and provide the receipt for the same to the Ultimate Organization. If there is any 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 to the Company is paid within 7 (seven) days of such intimation. 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. 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 Organization at time of handover of the affairs of the Ultimate Organization to the Purchasers.

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

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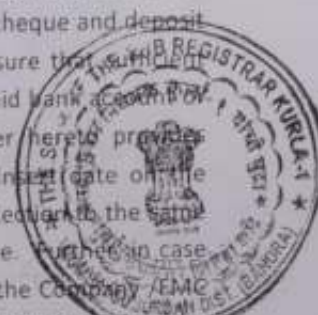
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#### 17.4 BUILDING PROTECTION DEPOSIT

17.4.1 The Purchaser shall within 15 (fifteen) days from the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in Annexure "2".

17.4.2 The Building Protection Deposit shall be returned to the Purchaser after completion of interior/fit out work by the Purchaser and subject to the possession policy and permissible changes policy of the Company. In the event that the Purchaser violates/fails to comply with the possession policy and permissible changes policy of the Company/FMC, then the Purchaser undertakes to rectify/restore the Unit within 15 (fifteen) days at his costs, expenses and risk. In the event that the Purchaser fails to rectify/restore the Unit within the time period stated hereinabove, the Company /FMC shall be entitled to rectify/restore the Unit at the costs and risk of the Purchaser. The costs and expenses incurred by the Company /FMC in this regard shall be recovered from the Building Protection Deposit. 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 the said 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 of the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his/her/its rights to raise any objection in future. 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 extra 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 Organization, at the time same is formed.



17.4.3 The Purchaser hereto agrees and acknowledges that, in order to claim the return of the 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 customer are in adherence to permissible changes policy then the Building Protection Deposit will be returned.

17.4.4 In the event any violations are observed by the Company's representatives/nominees then same will be intimated to the Purchaser and the Purchaser shall get the same rectified within 30 (thirty) days from the date of at 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 and these costs shall be recovered by the Company from the Building Protection Deposit.

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Notwithstanding anything contained herein, in case of cheque being dishonoured, an extra penalty of 36% per annum on the amount of Building Protection Deposit will be payable by the Purchaser.

**17.5 LAND UNDER CONSTRUCTION (LUC) REIMBURSEMENT CHARGES**

17.5.1 The Purchaser undertakes to pay the Company on or before the Date of Offer of Possession, the LUC reimbursement charges for the period of start of construction till the Date of Offer of Possession for the amounts specified in Annexure "2". The Purchaser is aware that the LUC Reimbursement charges stated herein are provisional and in case the amount is higher than the amount specified in this Agreement, the Purchaser shall pay such increased amount as specified by the Company. Any delayed payment of the said LUC Reimbursement Charges shall carry interest at 18% p.a. quarterly compounded from the due date till the date of realization.

17.6 Any delay or default in payment of the said amounts under this Clause 17 shall constitute a breach of the terms of this Agreement and the Purchaser shall also be liable to pay interest thereon calculated at 18% per annum compounded quarterly.

17.7 The Company shall maintain a separate account in respect CAM Charges and Property Tax and shall utilize the amount only for the purposes for which they have been received. The FMC/Company shall provide reconciliation of the expenses towards CAM charges at the time of handover of the operations of the Building to the Ultimate Organization and the Parties hereto covenant that any credit/debit thereof shall be settled on/before the conveyance of the Property is executed in favour of the Ultimate Organization.

**18. TAXES AND LEVIES**

The Purchaser agrees that all levies, charges, cess taxes (direct or indirect), assignments of any nature whatsoever (present or future), including but not limited to Service Tax and Value Added Tax (VAT), GST, Stamp Duty, Registration Charges, as are or may be applicable and/or payable on the Total Consideration, Other Charges in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Purchaser.

**19. INTEREST**

The Purchaser agrees to pay to the Company interest at 18 percent per annum, quarterly compounded, on all the amounts including the Total Consideration or any part thereof, which become due and 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, 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 rights and remedies of the Company and shall not constitute a waiver by the Company, unless specifically



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provided by the Company in writing The Purchaser confirms and accepts that the rate of interest prescribed in the Agreement is just and reasonable having regard to the huge costs involved in the procurement of the rights in respect of the Property, the development of the Property, the cost of the funds at which lenders generally provide funding to developers and/or the loss or damage likely to be caused on account of default/delay in payment of the amounts by the Purchaser hereunder. The Purchaser also confirms and agrees that the rate of interest payable by the Company upon refund of the Total Consideration or part thereof under Clause 11 is just and proper having regard to the rate of interest at which the loans are made available by the bank and home finance companies to the individual purchasers for purchase of the units and the Purchaser waives his right to raise any objection or make claims to the contrary, in that regard.

## 20. PURCHASER'S COVENANTS

The Purchaser for himself with intention to bring all persons into whosoever hands the Unit may come, doth hereby covenants and undertakes to cause the Ultimate Organization to ensure that the Building/wing is kept in good condition after takeover of the affairs of the Building/wing by the Ultimate Organization. Towards this end, following actions shall be taken by the Ultimate Organization and each purchaser agrees to ensure that the following are taken without delay or demur, for any reason whatsoever:

- To maintain the Unit at the Purchaser's own cost in good condition and proper condition from the Date of Offer of Possession and to ensure that no work or suffer to be done anything in or to the Building, or to the staircase or any passages in which Unit may be situated against the rules, regulations or bye-laws or concerned local or any other authority or change / alter or make addition in or to the Building and the Unit itself or any part thereof.
- The Building name shall not be changed at any time by the Purchaser or the Ultimate Organization without the prior written consent of the Company.
- The Purchaser shall only upon obtaining and after receipt of the Occupation Certificate, use the Unit or any part thereof or permit the same to be used for commercial use and not as residence or as a guest house by whatsoever name and shall use the Car Parking Spaces only for purpose of keeping or parking the Purchaser's own vehicle/s.
- 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, 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 Foreign Exchange Management Act,



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1999 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 any action under the Foreign Exchange Management Act, 1999 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 application/allotment of the Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Purchaser only.

- e. Not to store in the Unit any goods which are of hazardous, combustible or of dangerous nature so as to damage the construction or structure of the Building or where storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building and in case any damage is caused to the Building or the Unit on account of negligence or default of the Purchaser in the behalf, the Purchaser shall be liable for the consequences of the Breach. The Purchaser understands that gas cooking is prohibited in the Unit and/or in Common Areas and Amenities and/or in any part of Building and hereby undertakes that it shall not and shall cause any occupants/employees/agents/contractors/visitors/or any person not to use the cooking gas, for any reason, whatsoever.
- f. To carry at his own cost, all internal repairs and maintain the Unit in the same condition, state and order in which it was delivered by the Company to the Purchaser and shall not do or suffer to be done anything in or to the Building which may be given as per the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.
- g. Not to carry out any additions or alterations in the Unit and/or Building which affect the structure, façade and/or services of the units/wing (including but not limited to not making any change or to alter the windows and/or grills provided by the Company) and the Company shall not be responsible, if additions and alterations are done in the Unit and/or the Building by the Purchaser (or any agent thereto), in violation of building regulations.



*[Handwritten signature]*

*[Handwritten mark]*

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- h. Not to make any changes to the common area/lobby and structural changes in the Building. The Purchaser shall not relocate brick walls onto any location which does not have a beam to support the brick wall. The Purchaser shall not change the location of the plumbing or electrical lines (except internal extensions). Further, the Purchaser shall not change the location of the wet/waterproofed areas. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company as amended from time to time.
- i. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any structural addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the Building and shall keep the portion, sewers, drains pipes in the Unit and appurtenances thereto in good tenable repair and condition, and in particular so as to support shelter and protect the other parts of the building and chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Partis or other structural members of the Unit without the prior written permission of the Company and of the Ultimate Organization.
- j. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the portion of the said Property and the Building or any part thereof or whereby any increase in the premium shall be payable in respect of the insurance.
- k. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of the Property and/or the Building.
- l. Ensure and cause the Ultimate Organization that the Building is painted once every 5 years from the Date of Offer of Possession and kept in good and proper condition.
- m. Not to put any wire, pipe, grill, plant, outside the Unit and not to dry any clothes and not to 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 as marked in the sale plan).
- n. Not to put any claim in respect of the restricted amenities including open car parking space, open space, stilt parking, hoarding, 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.
- o. 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 him/her/itself



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- in a reasonable manner and shall not cause any damage to the reputation of or bring dispute to or cause nuisance to any of the other purchasers in the property and/or the Company and/or the development. Any Purchaser which indulges in any action which does not meet such standards shall be construed to be in default of his/her/its obligations under this Agreement.
- p. 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 or giving water, electricity or any other service connection to the Building.
  - q. To pay to the Company within 7 (seven) days of demand by the Company, his share of HVAC and Diesel consumptions charges in the Unit which will be calculated on a prorata basis.
  - r. To pay the usage charges on actuals for the utilities and services within the Unit, including but not limited to electricity, water, internet, telephone, to the respective service providers/ the Company.
  - s. To clear and pay increase in local taxes, development charges, water charges, insurance and such other taxes, fees, levies, if any, which are imposed by the concerned local authority and / or government and / or other public authority, on account of change of user of the Unit by the Purchaser viz. user for any purposes other than for commercial or otherwise.

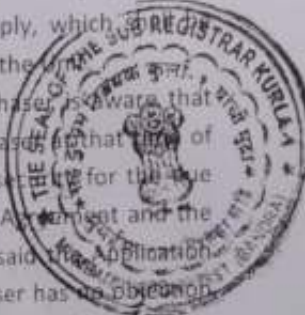


- The Purchaser acknowledges that as on the Date of Offer of Possession, all the facilities in the Unit shall be complete and the Unit shall have regular water and electricity supply, as well as lift access.
- The Purchaser shall not sell, lease, let, sub-let, transfer, assign or part with the Purchaser's interest or benefit under this Agreement or part with the possession of the till such time that the occupation certificate of the Unit 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 Organization (and till such time that the Ultimate Organization 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 Organization. Any document for sale/transfer/lease etc. which is entered into without obtaining written approval of the Ultimate Organization (and till such time that the Ultimate Organization is formed, of the Company) shall not be valid and not binding on the Company.
- v. The Purchaser shall observe and perform all the rules and regulations or bye-laws (including operating standards) which the Ultimate Organization of the Property may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for the protection and maintenance of the Building and the Unit therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and

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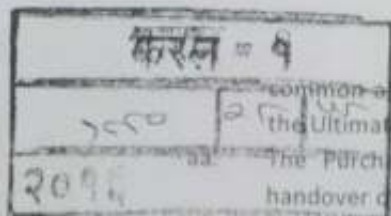
perform all the stipulations and conditions laid down by the Ultimate Organization regarding the occupation and use of the Unit in the Building in accordance with the terms of this Agreement.

- w. Until a Deed of Conveyance in favour of the Ultimate Organization 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 or any part thereof to view and examine the state and condition thereof.
- x. 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 electric distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum to the Company for providing this supply, which shall be made known to the Purchaser prior to the handover of the Unit.
- y. Notwithstanding anything contained herein, the Purchaser is aware that the Application Money I and II duly paid by the Purchaser for the application for allotment of the Unit, is a guarantee/security for the performance of his contractual obligations under this Agreement and the Company is entitled to forfeit the full or part of the said Application Money I II in terms of this Agreement and the Purchaser has no objection to the same and it waives her right to raise any objection with respect to the same.
- z. It is agreed that in the event that the Ultimate Organizations 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 Organization by the Company. It is hereby agreed by the Purchaser (and the Purchaser shall cause the Ultimate Organization to agree and ratify) that the Company shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold units without any consent/no-objection of any nature whatsoever in this regard from the Ultimate Organization and such purchaser of such unsold unit/s shall be and shall deemed to be a member of the Ultimate Organization. The Purchaser hereby agrees that it shall forthwith admit such unit purchasers of the Company as their shareholders and shall forthwith issue share certificates and other necessary documents in their favour, 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



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common areas, amenities and facilities at par with any other member of the Ultimate Organization.

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

- bb. The Purchaser shall ensure that the key common areas of the Building are maintained to the highest standards with regular cleaning and maintenance. Refurbishing / major overhaul to be done every 5 years, starting from Date of offer for Possession.
- cc. The Purchaser shall not make or permit to be made any alterations/additions to the façade of the Building/wing and/or the structural elements of the Building.
- dd. In order to have adequate funds to meet these obligations, the Purchaser undertakes to pay and the Ultimate Organization shall collect a sum equivalent to minimum 10% of the monthly maintenance charges (excluding any government levies) as 'sinking fund' from each purchaser/member and the same shall be kept in a separate account which shall be used for undertaking major capital and/or renovation expenses related to the Building and its key common areas.



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

The Purchaser agrees not to do or omit to do 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 project/ Building or Lodha Group 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, be entitled to the termination of the Agreement to Sell.

**21. DEFAULT, TERMINATION AND LIQUIDATED DAMAGES**

- 21.1 If the customer is in default of any of his obligations under this Agreement, including (but not limited to) making payment of all due amounts as per as per schedule of payment stated in Annexure "2" (and interest thereon, if any) within 15 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 notice to the Purchaser of such default and the Purchaser shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event that the Purchaser fails to to cure such default within 15 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

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termination letter by Regd AD/Speed Post. On such termination, the following shall apply:

- a. The allotment/booking/agreement for the Unit(s) shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the Unit(s), save and except the right to receive refund of amounts as per b. below.
- b. All amounts paid to the Company by the Purchaser (excluding interest) shall be refunded, after deducting therefrom Refund Amount. The payment of the Refund Amount shall be subject to and after deducting thereon tax at source and/or other applicable taxes. For sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such termination. In the event, the amounts paid by the Purchaser towards Total Consideration is less than the Liquidated Damages, the Purchaser shall be liable and agrees to pay to the Company the deficit amount of Liquidated Damages. The said refund shall be made through Post-dated cheques (PDCs) in 12 equal monthly installments. The first installment shall commence from the 13th month of the date of termination. The Purchaser can collect the said cheques at any time from the Company after giving notice by email / letter of request within 30 days.



## 22. MISCELLANEOUS

- 22.1 Nothing contained in this Agreement is intended to be or shall be construed to grant, demise or assignment in law of the Property and Building or any part thereof. The Purchaser shall have no claim with regards to all the open spaces, parking spaces, lobbies, staircase, terraces, gardens attached to the other Units recreation spaces etc., save and except in respect of the Unit hereby agreed to be sold to him/her/them as set out herein.
- 22.2 All Notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers by Registered Post A.D. / Under Certification of Posting at the address specified in Annexure "2" hereto.

## 23. DISPUTE RESOLUTION AND GOVERNING LAW

- 23.1 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.
- 23.2 If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under sub clause 23.1 above, then the dispute shall be referred to Arbitration. Arbitration shall be conducted in Mumbai, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration

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proceedings will be in the English language. The Arbitration shall be conducted by a Sole Arbitrator who shall be appointed by the Company.

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

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

23.5 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.

#### 24. SEVERABILITY

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

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

#### 25. WAIVER

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 installment 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.

#### 26. ENTIRE AGREEMENT

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

*[Handwritten signature]*

*[Handwritten signature]*

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27. **CORRESPONDENCE**

All correspondence including emails should carry the customer ID quoted in Annexure "2" hereto in following manner "CI: xxxxxxx". Any correspondence not mentioning the customer ID shall be deemed to be non-est/null and void.

28. **CONFIDENTIALITY**

28.1 The Purchaser 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 or used otherwise without the prior written consent of the Company. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Purchaser and shall always be in full force and effect.

28.2 The Purchaser shall not make any public announcement regarding without prior consent of the Company.

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

- such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or
- such disclosure is required in connection with any litigation; or
- such information has entered the public domain other than by a breach of the Agreement.

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

**SCHEDULE OF PROPERTY**

ALL THAT pieces and parcels of land bearing City Survey No.182A/1 admeasuring 4624.58 sq. mts. and situated at Saki Vihar Road, Powai, Mumbai - 400 072 in the revenue village of Tungwa in Powai Estate, Taluka Ghatkopar within the limits of Greater Mumbai in the district and registration sub-district of Mumbai City and Mumbai Suburban.

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SIGNED AND DELIVERED  
BY the within named Company  
LODHA DEVELOPERS PRIVATE LIMITED  
through the hands of its Authorised Signatory  
Mr. Surendran Nair  
Vide Power of Attorney dated  
In the presence of:

1. shel
2. YASH

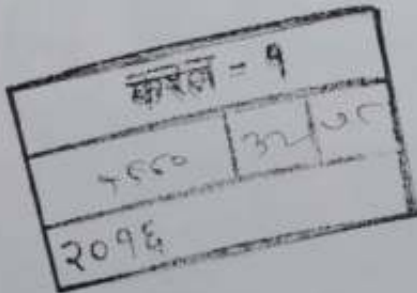
SIGNED AND DELIVERED  
By the within named Purchaser  
M/s. Powai Cubicles Private Limited THROUGH  
DIRECTOR, MR. ANKUSH KAMALNAYAN PATEL

- In the presence of:
1. shel
  2. YASH



For POWAI CUBICLES PRIVATE LIMITED

DIRECTOR



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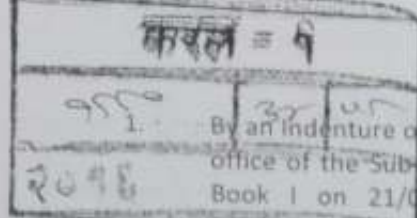
RECEIVED on the day and year first )  
 Hereinabove written of and from the )  
 within named Purchaser sum of )  
 Rs.53,21,463/- Rupees Fifty Three Lakhs Twenty )  
 One Thousand Four Hundred Sixty Three Only )  
 being the amount to be paid by the Purchaser )  
 on execution of these Presents by Cheque )  
 No. 569994, 569995, 569998, 569999, 570000 )  
 570002, 570003, 570012, 570022, 297386, 000005 )  
 dated 31.08.2013, 20.09.2013, 27.09.2013 )  
 27.09.2013, 21.10.2013, 29.10.2013, 05.11.2013 )  
 23.12.2013, 10.04.2014, 15.05.2014, 10.06.2014 )  
 Drawn on HDFC BANK, ICICI BANK )

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Rs.53,21,463/-  
 WE SAY RECEIVED  
 FOR Lodha Developers Private Limited

AUTHORISED SIGNATORY





## ANNEXURE "1"

1. By an Indenture of Conveyance dated 5<sup>th</sup> September, 1972 and 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 First Conveyance"), executed between Smt. Durgadevi Chandrabhan Bhoomal Sharma (therein referred to as the Vendor of the One Part) and Shri. Ramnath Puri (therein referred to as the Purchaser of the Other Part), the Vendor therein 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) (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-Registry Office, the said Shri. Ramnath Puri (the Vendor therein of One Part) and Chemtrol Engineering Ltd. (the Purchaser of the Other part), the said Ramnath Puri 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. Ramnath Puri constructed 4 structures.
3. By and under a Development Agreement dated 16<sup>th</sup> June, 2006 (registered under No. BDR3-4594 of 2006 with the Sub-Registrar of Assurances at Kurla-1 on 13<sup>th</sup> July, 2006) executed amongst Shri. Ramnath Puri the Vendor therein of One Part, and (i) Shri. Puri Properties and Investments, as First Confirming Party of the Second Part, (ii) Minnu Puri, as Second Confirming Party of the Third Part, (iii) M/s. Chemtrol Associates, as Third Confirming Party of the Fourth Part, (iv) K. Wandkumar, as Fourth Confirming Party of the Fifth Part, (v) Sunil Puri as Fifth Confirming Party of the Sixth Part, (vi) Nirmal Puri, as Sixth Confirming Party of the Seventh Part and Shripal Realty Pvt. Ltd., the Developer therein of the Eight Part, the said Shri. Ramnath Puri, with confirmation of the Confirming Parties, granted to Shripal Realty Pvt. Ltd., development rights to develop a portion of the Balance Land admeasuring 5083.50 sq.mts. (admeasuring 6085.5 sq. mts. are per Property Card) ("Property") together with second building admeasuring 1000 sq.ft. of ground floor structure and third building a Bungalow admeasuring 800 sq.ft. together with utilizing and exploiting future floor space that may be available thereon including Transfer of Development Rights (TDR) including consuming fullest potential of the Property in the form of TDR more particularly described in the Fourth Schedule thereunder written and delineated on plans thereto for consideration and on the terms and conditions stated therein and also granted to the Developer irrevocable license exclusively to enter continue and remain on the said property for the purpose of development thereof.
4. Pursuant thereto Ramnath Puri has executed an Irrevocable Power of Attorney dated 16<sup>th</sup> June, 2006 and same is registered under No. BDR3-4595 of 2006 with the Sub-Registrar of Assurances at Kurla-1 on 13<sup>th</sup> 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

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5. By and under an Indenture of Conveyance dated 30<sup>th</sup> 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 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 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), Taluka Kurla in Mumbai Suburban District bearing City Survey No.182A/1P admeasuring 6085.5 sq. mts. in the registration District and Sub-District of Mumbai City and Mumbai Suburban together with (i) building known as Second building admeasuring 1000 sq. ft. consisting of ground floor and (ii) building known as third building being a bungalow admeasuring 800 sq. ft. consisting of ground floor and more particularly, described in the Fourth Schedule thereunder written, for the consideration and in the manner as stated therein. Pursuant to the said Deed of Conveyance dated 30<sup>th</sup> 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 9<sup>th</sup> September, 2008 (registered with the office of the Sub Registrar of Assurances under Serial No.BDR/07388/2008) Mr. Sunil Puri One of the partner of M/s. Puri Properties and investments through his constituted Attorney Mr. Ramnath Puri vide Power of Attorney dated 16<sup>th</sup> April, 2008 gave their no objection to the sale and conveyance of the Property by Indenture of Conveyance dated 30<sup>th</sup> May, 2008, in favour of Shripal Realty Pvt. Ltd.
7. The Company had executed an Indenture of Mortgage dated 28<sup>th</sup> March 2012 (BDR-14/2171/2012) in respect of the Property in favour of State Bank of India. By a Release Deed dated 24<sup>th</sup> 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.



(I) CUSTOMER ID	
(II) UNIT	32165
(i) Unit/ Commercial Office	1601
(ii) Floor	16 <sup>th</sup>
(iii) Type of Unit	--
(iv) Carpet Area	1353 sq. ft. equivalent to 125.74 sq. meters
(v) Car Parking Spaces	2 (Two)

#### ANNEXURE "2"

: 1237805

(III) BUILDING: LODHA SUPREMUS-POWAI

(IV) Total Consideration is Rs.2,67,41,016/-

#### (V) Payment Schedule

Application money-1	Rs.5,40,000/-
Application money-2	Rs.21,07,361/-
Application Money 3	Rs.26,74,102/-
Fit-out possession	Rs.2,14,19,553/-

(VI) Date of Offer of Possession: Ready for Fit-outs

(VII) Address of Purchaser for Notices: Phase 2, Near Jankalyan Nagar, Off Marve Road ,  
Malad West Mumbai 400095



*[Handwritten signature]*

*[Handwritten mark]*

करल - १		
२५०	३५	३५
२०१६		

- (VIII) ADDITIONAL CHARGES (Payable on or before the Date of Offer of Possession):
- (I) Payment towards cost of shares in the Ultimate Organization which shall be specified and payable on or before the Date of Offer of Possession.
- (II) Rs.26,050/- (Rupees Twenty Six Thousand Fifty Only) towards expenses for formation and registration of the Ultimate Organization.
- (III) Rs.50,000/- (Rupees Fifty Thousand Only) towards Legal Charges.
- (IV) Rs.1,00,000/- (Rupees One Lakh Only) towards electric connection, water connection, pipe gas, transformer, cable laying, and other related charges.
- (IX) CAM CHARGES (Payable on or before the Date of Offer of Possession):  
Rs.3,40,956/- (Rupees Three Lakhs Forty Thousand Nine Hundred Fifty Six Only) towards provisional CAM Charges for the period of 18 months from the Date of Offer of Possession.
- (X) PROVISIONAL PROPERTY TAX (Payable on or before the Date of Offer of Possession):  
Rs.4,44,704/- (Rupees Four Lakhs Forty Four Thousand Seven Hundred Four Only) as advance towards provisional Property Tax in respect of the Unit for a period of 18 months from the Date of Offer of Possession.
- (XI) BUILDING PROTECTION DEPOSIT (Payable on or before the Date of Offer of Possession):  
Undated cheque of Rs.1,25,280/- (Rupees One Lakh Twenty Five Thousand Two Hundred Eighty Only) towards Building Protection Deposit which shall be encashed only if there is violation of guidelines in respect of interior works.
- (XII) LAND UNDER CONSTRUCTION (LUC) REIMBURSEMENT CHARGES (Payable on or before the Date of Offer of Possession):  
Rs.4,473/- (Rupees Four Thousand Four Hundred Seventy Three Only) towards the LUC Reimbursement Charges for the period of start of construction till the Date of Offer of Possession.
- (XIII) ELECTRICITY DEPOSIT REIMBURSEMENT (Payable on or before the Date of Offer of Possession):  
Rs.Nil/- (Nil) towards provisional amount of reimbursement of deposit paid to Electricity Supply company on behalf of the Purchaser. The benefit of the said amount shall stand transferred to the Purchaser when meter is transferred to the name of the Purchaser.



३





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

#### Key Facilities:

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

\* except at periphery.

\*\* unfinished.

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



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PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

करल - १

२०१६



For POWAI CUBICLES PRIVATE LIMITED

*Arvind Pare*  
DIRECTOR



PROJECT : LODHA SUPREMUS, POWAI

FLOOR : 9TH, 16th, 17th - 1601

**LODHA SUPREMUS**

DEVELOPERS  
SHRI PAL REALTY  
PVT LTD

PROPOSED OFFICE  
COMMERCIAL BUILDING ON PLOT  
BEARING C.T. NO. 182 A/1 OF  
VILLAGE TUNGVE, AT SAKI VIKAR  
ROD, POWAI, MUMBAI



ARCHITECT

SPACEAGE CONSULTANTS  
B-106, NATRAJI BUILDING,  
MULUND GOREGAON LINK  
ROAD,  
MULUND (W), MUMBAI-40



Signature boutique offices

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

करल - १		
१५०	२०	३५
२०१६		







Maharashtra Regional and Town Planning Act, 1966

# FORM 'A' MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

COMMENCEMENT CERTIFICATE

1. Name of the project: ...  
2. Location: ...  
3. Date: ...

1. The project is situated in the area of the sub-registrar's office at ... and is bounded by the following: ...  
2. The project is situated in the area of the sub-registrar's office at ... and is bounded by the following: ...  
3. The project is situated in the area of the sub-registrar's office at ... and is bounded by the following: ...

4. The project is situated in the area of the sub-registrar's office at ... and is bounded by the following: ...  
5. The project is situated in the area of the sub-registrar's office at ... and is bounded by the following: ...  
6. The project is situated in the area of the sub-registrar's office at ... and is bounded by the following: ...

7. The project is situated in the area of the sub-registrar's office at ... and is bounded by the following: ...  
8. The project is situated in the area of the sub-registrar's office at ... and is bounded by the following: ...  
9. The project is situated in the area of the sub-registrar's office at ... and is bounded by the following: ...

10. The project is situated in the area of the sub-registrar's office at ... and is bounded by the following: ...  
11. The project is situated in the area of the sub-registrar's office at ... and is bounded by the following: ...  
12. The project is situated in the area of the sub-registrar's office at ... and is bounded by the following: ...

13. The project is situated in the area of the sub-registrar's office at ... and is bounded by the following: ...  
14. The project is situated in the area of the sub-registrar's office at ... and is bounded by the following: ...  
15. The project is situated in the area of the sub-registrar's office at ... and is bounded by the following: ...

Signature

Signature

Signature



करल - १		
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करल - १		
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24E

MUNICIPAL CORPORATION OF GREATER MUMBAI  
CE/4374/BPES/AL 15 JAN 2015

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

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

Acc. One set of plan

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

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

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





करल - १		
१००	१००	१००
२०१६		



NOV 2015		
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To,  
M/S. Spaceage Consultants  
B-106, Natraj Building, Shiv shrushti Complex,  
Mulund Goregaon - link Road, Mulund (W),  
Mumbai- 400 080.

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

Ref:- Your Letter dt 21/10/2015

With reference to above letter is to 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) + 1<sup>st</sup> & 2<sup>nd</sup> level office parking + 1<sup>st</sup> to 14<sup>th</sup> (pt) (for Commercial user) the supervision of licensed Site supervisor Shri. Kanwaljit Singh Bindra having license no. SA891/SS-I & Licensed L.S. Shri. Shashikant L.Jadhav having License no. J/167/L.S. and Licensed Structural Engineer Shri. Mukesh Pritamdasani having license 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 06/01/2014, the owner / developer and concerned architect / L.S. shall compile and preserve the following documents :-  
a) Ownership document, b) Copies of IOD, CC subsequent amendments, O.C.C., B.C.C. and corresponding canvass mounted plans, c) copies of Soil Investigation Reports, d) R.C. Drawings 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. Fire Safety Audit carried out as per the requirement of C.F.O.  
The above documents / plans shall be handed over to the end user / prospective society within a period of 30 days in case of redevelopment of properties and in other cases, the same should be handed over within a period of 90 days after granting Occupation Certificate.
3. That all registered undertaking / indemnity bond for incorporation the condition of handing over of document to the society / end user as per Circular No. Ch.E/27921/DP/Gen dated 06/01/2014 shall be submitted & copy of agreement showing the above condition shall be submitted.

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

Yours faithfully,

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

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

करल - १		
१०००	४२	५२
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Pradip Garach  
Advocate  
High Court, Bombay

करल - १		
१८०	२८	३८
२०१६		

G. Roz. Ho. Apartments,  
L. B. S. Road, Kamanl,  
Kurla (West), Mumbai - 400 070  
Mobile: 9820501547  
Email: pradipgarach@gmail.com

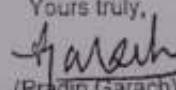
SUPPLEMENTAL REPORT ON TITLE

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 in Powai 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. This is Supplemental to my Report on Title dated 10<sup>th</sup> April 2014 in respect of the captioned Property, wherein I have certified that of my clients Lodha Developers Private Limited to the said Property as Owner thereof and entitled to carry out development on the said Property.
2. Ever since issuance of Report on Title dated 10<sup>th</sup> April 2014, no material changes/development taken place which will adversely effect the title of my client to the said Property.
3. On the basis of the finding included in my Report on Title dated 10<sup>th</sup> April 2014 and subject to mortgage referred therein, I once again confirm that Lodha Developers Private Limited is entitled to the said Property as Owner thereof and carry out development thereon.

Dated this 18<sup>th</sup> day of September, 2014

Yours truly,  
  
(Pradip Garach)  
Advocate High Court, Bombay





करल - ९		
१८८०	५०	७८
२०९६		



94363

Project	Project Manager	Project Sponsor	Project Steering Committee	Project Charter	Project Plan	Project Report	Project Closeout
Project A	John Doe	Jane Smith	John Doe, Jane Smith, Bob Johnson	Project A Charter	Project A Plan	Project A Report	Project A Closeout
Project B	Jane Smith	John Doe	Jane Smith, John Doe, Bob Johnson	Project B Charter	Project B Plan	Project B Report	Project B Closeout
Project C	Bob Johnson	Jane Smith	Bob Johnson, Jane Smith, John Doe	Project C Charter	Project C Plan	Project C Report	Project C Closeout

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करल - १		
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२०१६		

Speech 11/11/11

Year	Value
1990	1.0
1991	1.1
1992	1.2
1993	1.3
1994	1.4
1995	1.5
1996	1.6
1997	1.7
1998	1.8
1999	1.9
2000	2.0
2001	2.1
2002	2.2
2003	2.3
2004	2.4
2005	2.5
2006	2.6
2007	2.7
2008	2.8
2009	2.9
2010	3.0
2011	3.1
2012	3.2
2013	3.3
2014	3.4
2015	3.5
2016	3.6
2017	3.7
2018	3.8
2019	3.9
2020	4.0

Topic	Concept	Self-Review
1. Cells and tissues	<p>the four tissues and the cells in each are listed in the table below</p> <p>the four tissues are: epithelial, connective, muscle and nervous</p> <p>the four cells are: epithelial, connective, muscle and nervous</p> <p>the four cells are: epithelial, connective, muscle and nervous</p>	—
2. Cells and tissues	<p>the four tissues and the cells in each are listed in the table below</p> <p>the four tissues are: epithelial, connective, muscle and nervous</p> <p>the four cells are: epithelial, connective, muscle and nervous</p> <p>the four cells are: epithelial, connective, muscle and nervous</p>	—

THE

© 2000 Blackwell Science Ltd  
Journal of Internal Medicine 247: 115-121

is no question that a considerable  
part of the work is done by the  
individuals who are in the field.

Ward, D. A. 1993. *Phylogenetic analysis of the plant kingdom*. Princeton University Press, Princeton, New Jersey.



## घोषणापत्र


मी / आम्ही श्री. सुरेन्द्र नायर, मरीशा सुतारी, ऋतुजा ओक, तेजल इंजीनीयर याद्वारे घोषित करतो / करते की, दुय्यम निबंधक करल - १ यांचे कार्या लयात करल - १ या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. अभिनंदन लोढा, अभिशेक लोढा, सुरेन्द्र के. शाह, संदीप सक्सेना, मंगेश ~~लोढा~~ व इ.यांनी दि. २३.१२.२०१० रोजी आम्हाला दिलेल्या कुलमुखत्यारपत्राच्या आधारे आम्ही सदर दस्त नोंदणीस सादर केला आहे निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तींपैकी कोणीही मयत झाले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र पुर्णपणे कुलमुखत्यारपत्र रद्दवातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पुर्णपणे वैध असुन उपरोक्त कृती करण्यास मी आम्ही पुर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळुन आल्यास मी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी आम्ही पात्र राहीन राहिल्याचा मला आम्हाला जाणीव आहे.

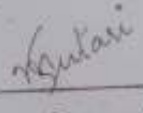
<b>करल - १</b>		
१८	५३	७८
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तारीख :- ०६-०२-२०१६

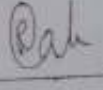
ठिकाण :- मुंबई

कुलमुखत्यारपत्रधारकाची सही व नाव

  
श्री. सुरेन्द्र नायर,

  
मरीशा सुतारी

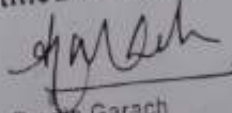


  
ऋतुजा ओक,

  
तेजल इंजीनीयर



Certified True Copy

  
Pradip Garach  
Advocate, High Court, Bombay.  
6, Rose-Rio Apt, LB5 Road,  
Kamori, Mumbai - 400 070

# घोषणापत्र

मी / आम्ही पंढरी केसरकर, राहुल वडेकर, रमेश रावल, प्रमोद कांबळे, अनील पालांडे याद्वारे घोषित-करतो / करते की, दुष्यम निबंधक ०३/११/१९ यांचे कार्यालयात अंतरिम या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. सुरेन्द्रन नायर, मरीशा सुतारी, ऋतुजा ओक, तेजल इंजीनीयर व इ. यांनी दि. २३.१२.२०१० रोजी आम्हाला दिलेल्या कुलमुखत्यारपत्राच्या आधारे आम्ही सदर दस्त नोंदणीस सादर केला आहे निष्पादीत करून कबुलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तींपैकी कोणीही मध्यत झाले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र पूर्णपणे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सदरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी आम्ही पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी आम्ही पात्र राहीन राहू याची मला आम्हाला जाणीव आहे.

तारीख :- 22-02-2016

ठिकाण :- कुल

कुलमुखत्यारपत्रधारकाची सही व नाव

पंढरी केसरकर,

राहुल वडेकर,

रमेश रावल,

प्रमोद कांबळे,



अनील पालांडे







And reading Office at Laxmi Park, Mumbai.

SENIO SECRETARY

WHEREAS the said Companies are engaged in the business of real estate development and construction of buildings and other structures and have obtained all necessary permissions and approvals from the relevant authorities for the purpose of carrying out the said business;

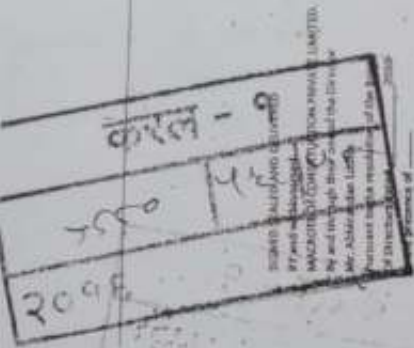
AND WHEREAS the said Companies are engaged in the business of real estate development and construction of buildings and other structures and have obtained all necessary permissions and approvals from the relevant authorities for the purpose of carrying out the said business;

AND WHEREAS the said Companies are engaged in the business of real estate development and construction of buildings and other structures and have obtained all necessary permissions and approvals from the relevant authorities for the purpose of carrying out the said business;

AND WHEREAS the said Companies are engaged in the business of real estate development and construction of buildings and other structures and have obtained all necessary permissions and approvals from the relevant authorities for the purpose of carrying out the said business;

AND WHEREAS the said Companies are engaged in the business of real estate development and construction of buildings and other structures and have obtained all necessary permissions and approvals from the relevant authorities for the purpose of carrying out the said business;

AND WHEREAS the said Companies are engaged in the business of real estate development and construction of buildings and other structures and have obtained all necessary permissions and approvals from the relevant authorities for the purpose of carrying out the said business;



SIGNED AND DELIVERED BY and witnessed

By and through their one of the Directors  
Mr. Ashwin Lulla  
Pursuant to the resolution of the Board  
of Directors dated 20/10/2018  
in the presence of

SIGNED AND DELIVERED BY and witnessed

By and through their one of the Directors  
Mr. Ashwin Lulla  
Pursuant to the resolution of the Board  
of Directors dated 20/10/2018  
in the presence of

SIGNED AND DELIVERED BY and witnessed

By and through their one of the Directors  
Mr. Ashwin Lulla  
Pursuant to the resolution of the Board  
of Directors dated 20/10/2018  
in the presence of

Handwritten signature and initials.

SIGNED, SEALED AND DELIVERED:  
BY and attested:  
LYNN CHURCH BURGHAULT PRIVATE LIMITED  
by and through the sale of the Director  
Mr. Akhmadul Luthfa  
Pursuant to the resolution of the Board  
of Directors, dated \_\_\_\_\_ 2010

2096 करल - 9



This Power of Attorney shall remain valid and in force 99 times is intended to be exercised by all or any of the Corporation and/or as far as the said attorney is employment of one of the said Corporations.

an illness involving the lymphatic nodes is that

2095	करल - १५६०
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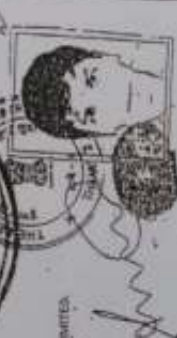
SIGNED SEALED AND DELIVERED  
BY and witnessed  
Mr. Ashimdas Lodia  
Permitted to the resolution of the Board  
Of Directors dated 2010  
In the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed  
LOKHA PRIME BUILD FARMS PRIVATE LIMITED  
By and through their one of the Director  
Mr. Ashimdas Lodia  
Permitted to the resolution of the Board  
Of Directors dated 2010  
In the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed  
LOKHA BUILDERS PRIVATE LIMITED  
By and through their one of the Director  
Mr. Ashimdas Lodia  
Permitted to the resolution of the Board  
Of Directors dated 2010  
In the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed  
CONTOWN LAND DEVELOPMENT PRIVATE LIMITED  
By and through their one of the Director  
Mr. Ashimdas Lodia  
Permitted to the resolution of the Board  
Of Directors dated 2010  
In the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed  
M/S. LUDHA GROUP OF COMPANIES  
By and through their one of the Partner  
Mr. Ashimdas Lodia  
In the presence of \_\_\_\_\_



SIGNED SEALED AND DELIVERED  
BY and witnessed  
M/S. VIKAS ENTERPRISES  
By and through their one of the Partner  
Mr. Ashimdas Lodia  
In the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed  
M/S. SHREE SANTHI ENTERPRISES  
By and through their one of the Partner  
Mr. Ashimdas Lodia  
In the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed  
MAA PARMARATI BUILDTECH PRIVATE LIMITED  
By and through their one of the Director  
Mr. Ashimdas Lodia  
Permitted to the resolution of the Board  
Of Directors dated 2010  
In the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed  
LOKHA DWELLERS PRIVATE LIMITED  
By and through their one of the Director  
Mr. Ashimdas Lodia  
Permitted to the resolution of the Board  
Of Directors dated 2010  
In the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed  
LOKHA QUALITY BUILDING PRIVATE LIMITED  
By and through their one of the Director  
Mr. Ashimdas Lodia  
Permitted to the resolution of the Board  
Of Directors dated 2010  
In the presence of \_\_\_\_\_



SIGNED SEALED AND DELIVERED  
BY and witnessed:  
LOKHIA INVESTMENT REAL ESTATE PRIVATE LIMITED  
By and through their one of the Director  
Mr. Sandeep Sharma  
Pursuant to the resolution of the Board  
Of Directors dated 2013  
in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed:  
SHREEMATHS COTTON MILLS LIMITED  
By and through their one of the Director  
Mr. Sandeep Sharma  
Pursuant to the resolution of the Board  
Of Directors dated 2013  
in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed:  
LOKHIA INVESTMENT BUILD TECH PRIVATE LIMITED  
By and through their one of the Director  
Mr. Sandeep Sharma  
Pursuant to the resolution of the Board  
Of Directors dated 2013  
in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed:  
MAHARAJ BUILD ESTATE PRIVATE LIMITED  
By and through their one of the Director  
Mr. Sandeep Sharma  
Pursuant to the resolution of the Board  
Of Directors dated 2013  
in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed:  
MAHARAJ BUILD ESTATE PRIVATE LIMITED  
By and through their one of the Director  
Mr. Sandeep Sharma  
Pursuant to the resolution of the Board  
Of Directors dated 2013  
in the presence of \_\_\_\_\_

करल - 9  
2013

SIGNED SEALED AND DELIVERED  
BY and witnessed:  
GALAXY PRIMAVER PRIVATE LIMITED  
By and through their one of the Director  
Mr. SURENDRA K. SHUKLA  
Pursuant to the resolution of the Board  
Of Directors dated 2013  
in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed:  
SANTOSH ENTERPRISES LTD  
By and through their one of the Director  
Mr. SURENDRA K. SHUKLA  
Pursuant to the resolution of the Board  
Of Directors dated 2013  
in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed:  
LOKHIA PROPERTIES DEVELOPMENT PRIVATE LIMITED  
By and through their one of the Director  
Mr. Sandeep Sharma  
Pursuant to the resolution of the Board  
Of Directors dated 2013  
in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed:  
SHAFIHOOL PRIVATE LIMITED  
By and through their one of the Director  
Mr. Sandeep Sharma  
Pursuant to the resolution of the Board  
Of Directors dated 2013  
in the presence of \_\_\_\_\_



करल - ९

2098

SIGNED SEALED AND DELIVERED  
BY and witnessed  
HISTORICAL STANDARD RECORDS LIMITED  
By and through their one of the Director  
Mr. Mangesh Patil  
Pursuant to the resolution of the Board  
of Directors dated \_\_\_\_\_ 2010  
in the presence of \_\_\_\_\_

SHORT LISTED NAME



Signature

MRS. RUTUJA CHAK -

MRS. TEJA ENGINEER

Signature and Photograph of Constituted Attorney

Sealed this day of 2nd Dec. 2010



Pursuant to the resolution of the Board of Directors dated \_\_\_\_\_ 2010  
in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED

BY and witnessed

LOKESH LAND DEVELOPERS PRIVATE LIMITED

By and through their one of the Director

Mr. Mangesh Patil

Pursuant to the resolution of the Board

of Directors dated \_\_\_\_\_ 2010

in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED

BY and witnessed

ANANDY PRAKASH PRIVATE LIMITED

By and through their one of the Director

Mr. Mangesh Patil

Pursuant to the resolution of the Board

of Directors dated \_\_\_\_\_ 2010

in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED

BY and witnessed

LOKESH MOVED BUILDINGS PRIVATE LIMITED

By and through their one of the Director

Mr. Mangesh Patil

Pursuant to the resolution of the Board

of Directors dated \_\_\_\_\_ 2010

in the presence of \_\_\_\_\_

MACROTECH CONSTRUCTION PRIVATE LIMITED  
 LODHA DEVELOPERS PRIVATE LIMITED  
 LODHA LAND DEVELOPERS PRIVATE LIMITED  
 LODHA ESTATE PRIVATE LIMITED  
 LODHA CONSTRUCTION PRIVATE LIMITED  
 LODHA BUILDERS PRIVATE LIMITED  
 ARUNAH PRPERTIES DEVELOPMENT PRIVATE LIMITED  
 LODHA PROPERTIES DEVELOPMENT PRIVATE LIMITED  
 LODHA LOGIC DEVELOPERS PRIVATE LIMITED  
 SANYOGS PRIVATE LIMITED  
 LODHA BILCOM PRIVATE LIMITED  
 LODHA HOTEL BUILDERS PRIVATE LIMITED  
 ARA PRAMATI BUILDTECH PRIVATE LIMITED  
 LODHA HEALTH CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED  
 COUNTRYLAND DEVELOPMENT PRIVATE LIMITED  
 LODHA CROWN BUILDERS PRIVATE LIMITED  
 LODHA APRESSON REAL ESTATE PRIVATE LIMITED  
 SHREEMATS COTTON MILLS LTD.  
 LODHA DEVELOPERS LIMITED  
 LODHA CHATELERS PRIVATE LIMITED  
 LODHA PINACLES BUILD TECH PRIVATE LIMITED  
 GALAXY PROPERTIES PRIVATE LIMITED  
 MAHAR BUILD ESTATE PRIVATE LIMITED  
 MACROTECH CONSTRUCTION PRIVATE LIMITED  
 NATIONAL STANDARD INDIA LIMITED  
 SUDHINAGAR ENTERPRISES LIMITED  
 LODHA QUALITY BUILDERS PRIVATE LIMITED  
 LODHA PRIME BUILD FARMS PRIVATE LIMITED  
 N/S LODHA GROUP OF COMPANIES  
 N/S. VIVEC ENTERPRISES  
 N/S. SHREE ANANTH ENTERPRISES  
 N/S. PRABHU LANGHAR ASSOCIATES

करल - १		
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करल = ९		
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a) The Companies and their agents are engaged in the business of Real Estate and property development and in the course of it, and business the said Companies and said firms are constructing various buildings including residential flats at *Maan Shing* in the said buildings and for that purpose the said Companies and said firms are entering into Agreements for Sale with prospective Purchasers.

We authorized sole Power of Attorney dated \_\_\_\_\_ to sign Agreements Re Sale Of Residential Property/Share Pledges and such other documents as constituted attorney holder of said Companies and said firms and member present and with-drawn.

In order to facilitate the registration before the office of Sub-Register of Mortals and other bureaus of municipalities and for a shortening the execution of the said Agreement for sale, we therefore conclude of appointing Mr. Friedrich Kraker, III, Richard Winkler, Mr. Ramoth Kavel, Mr. Przemisl Koralek and Mr. Jozef Polak as the Attorney to

[Signature]

[illegible][illegible]

THE SEAL OF THE UNITED STATES OF AMERICA

to do so in any other way, directly, indirectly, or through a third party, for the purpose of circumventing the provisions of this License. You may not sublicense this License. Any attempt to sublicense this License shall be deemed null and void. This Agreement shall be governed by the laws of the United States of America. Any dispute arising from or in connection with this Agreement shall be subject to the exclusive jurisdiction of the federal courts of the United States of America.

- a. This power of attorney is self-witness and including full name is needed or provided by me and

APC are hereby agree in writing and concurring in capacity as power of attorney holders of the said Companies and said firms wherever the said attorneys shall do or cause to be done by virtue of these and / or consent to the constitution among themselves and / or

IN WITNESS WHEREOF, we, the undersigned, have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

SOCIETY OF AMERICAN JOURNALISTS

BY and witnessed  
WILSON CONSTRUCTION PRODUCTS, INC.  
by and through its Constituted Attorney  
MR. CLARENCE HARR, JR., ADDRESS: SUITE  
100, 10101 OAK AND AVE. TEXAS, ENCLINCH  
the returned \_\_\_\_\_

Downloaded from <http://ajphaphysiol.physiology.org/> at University of California, San Diego on June 11, 2015

BY AND FOR THE DIRECTOR  
M/S. SUDHAKAR NAR, MRS. MANJUSHA SUTAR  
M/S. SUDHAKAR NAR AND MRS. MANJUSHA SUTAR  
M/S. SUDHAKAR NAR AND MRS. MANJUSHA SUTAR

...with the...with the...

20936

करल - १

3692

DEPARTMENT OF THE ARMY  
WASHINGTON, D. C. 20315

करल - १  
२०१६



SIGNED SEALED AND DELIVERED  
BY and witnessed  
LOOCHA HIGH DEVELOPMENT PRIVATE LIMITED  
By and through its Constituted Attorney  
MR. SURENDRAN NAIR, MRS. MARGISHA SUTAN,  
MRS. RUTUJA OAK and MRS. TEJAL ENGINEER  
in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed  
SANTOSHI PRIVATE LIMITED  
By and through its Constituted Attorney  
MR. SURENDRAN NAIR, MRS. MARGISHA SUTAN,  
MRS. RUTUJA OAK and MRS. TEJAL ENGINEER  
in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed  
LOOCHA BUILDERS PRIVATE LIMITED  
By and through its Constituted Attorney  
MR. SURENDRAN NAIR, MRS. MARGISHA SUTAN,  
MRS. RUTUJA OAK and MRS. TEJAL ENGINEER  
in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed  
LOOCHA NOVEL BUILDERS PRIVATE LIMITED  
By and through its Constituted Attorney  
MR. SURENDRAN NAIR, MRS. MARGISHA SUTAN,  
MRS. RUTUJA OAK and MRS. TEJAL ENGINEER  
in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed  
MAA PARMARATI BUILDING PRIVATE LIMITED  
By and through its Constituted Attorney  
MR. SURENDRAN NAIR, MRS. MARGISHA SUTAN,  
MRS. RUTUJA OAK and MRS. TEJAL ENGINEER  
in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed  
LOOCHA PROPERTY DEVELOPMENT PRIVATE LIMITED  
By and through its Constituted Attorney  
MR. SURENDRAN NAIR, MRS. MARGISHA SUTAN,  
MRS. RUTUJA OAK and MRS. TEJAL ENGINEER  
in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed  
LOOCHA CONSTRUCTION PRIVATE LIMITED  
By and through its Constituted Attorney  
MR. SURENDRAN NAIR, MRS. MARGISHA SUTAN,  
MRS. RUTUJA OAK and MRS. TEJAL ENGINEER  
in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed  
LOOCHA BUILDERS PRIVATE LIMITED  
By and through its Constituted Attorney  
MR. SURENDRAN NAIR, MRS. MARGISHA SUTAN,  
MRS. RUTUJA OAK and MRS. TEJAL ENGINEER  
in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed  
ARAVANT PRADIGES PRIVATE LIMITED  
By and through its Constituted Attorney  
MR. SURENDRAN NAIR, MRS. MARGISHA SUTAN,  
MRS. RUTUJA OAK and MRS. TEJAL ENGINEER  
in the presence of \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and witnessed  
LOOCHA PROPERTY DEVELOPMENT PRIVATE LIMITED  
By and through its Constituted Attorney  
MR. SURENDRAN NAIR, MRS. MARGISHA SUTAN,  
MRS. RUTUJA OAK and MRS. TEJAL ENGINEER  
in the presence of \_\_\_\_\_

*[Signatures]*

SIGNED SEALED AND DELIVERED  
By and through its Constituted Attorney  
MR. SUBHODHAN NARAI, MRS. MARSHANA SUTTAN  
MR. RUTUJA DAD and MR. TEJAS ENGINEER  
in the presence of —

SIGNED SEALED AND DELIVERED  
BY and witnessed  
LODHA PRINCE BUILD TECH PRIVATE LIMITED  
By and through its Constituted Attorney  
MR. SUBHODHAN NARAI, MRS. MARSHANA SUTTAN  
MR. RUTUJA DAD and MR. TEJAS ENGINEER  
in the presence of —

SIGNED SEALED AND DELIVERED  
BY and witnessed  
GALATY PRINCE BUILD TECH PRIVATE LIMITED  
By and through its Constituted Attorney  
MR. SUBHODHAN NARAI, MRS. MARSHANA SUTTAN  
MR. RUTUJA DAD and MR. TEJAS ENGINEER  
in the presence of —

SIGNED SEALED AND DELIVERED  
BY and witnessed  
ANANDH BUILD ESTATE PRIVATE LIMITED  
By and through its Constituted Attorney  
MR. SUBHODHAN NARAI, MRS. MARSHANA SUTTAN  
MR. RUTUJA DAD and MR. TEJAS ENGINEER  
in the presence of —

SIGNED SEALED AND DELIVERED  
BY and witnessed  
NATIONAL STANDARD BUILDERS  
By and through its Constituted Attorney  
MR. SUBHODHAN NARAI, MRS. MARSHANA SUTTAN  
MR. RUTUJA DAD and MR. TEJAS ENGINEER  
in the presence of —

SIGNED SEALED AND DELIVERED  
BY and witnessed  
NATIONAL STANDARD BUILDERS  
By and through its Constituted Attorney  
MR. SUBHODHAN NARAI, MRS. MARSHANA SUTTAN  
MR. RUTUJA DAD and MR. TEJAS ENGINEER  
in the presence of —



करल - १

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*[Signatures]*

SIGNED SEALED AND DELIVERED  
BY and witnessed  
CONCEPTS LAND DEVELOPMENT PRIVATE LIMITED  
By and through its Constituted Attorney  
MR. SUBHODHAN NARAI, MRS. MARSHANA SUTTAN  
MR. RUTUJA DAD and MR. TEJAS ENGINEER  
in the presence of —

SIGNED SEALED AND DELIVERED  
BY and witnessed  
LODHA CHRYN BUILDERS PRIVATE LIMITED  
By and through its Constituted Attorney  
MR. SUBHODHAN NARAI, MRS. MARSHANA SUTTAN  
MR. RUTUJA DAD and MR. TEJAS ENGINEER  
in the presence of —

SIGNED SEALED AND DELIVERED  
BY and witnessed  
LODHA BUILDERS PRIVATE LIMITED  
By and through its Constituted Attorney  
MR. SUBHODHAN NARAI, MRS. MARSHANA SUTTAN  
MR. RUTUJA DAD and MR. TEJAS ENGINEER  
in the presence of —

SIGNED SEALED AND DELIVERED  
BY and witnessed  
LODHA IMPERSON BUILD ESTATE PRIVATE LIMITED  
By and through its Constituted Attorney  
MR. SUBHODHAN NARAI, MRS. MARSHANA SUTTAN  
MR. RUTUJA DAD and MR. TEJAS ENGINEER  
in the presence of —



SIGNED SEALED AND DELIVERED  
BY and witnessed  
SUNSHINE CONSTRUCTION MILLS LTD.  
By and through its Constituted Attorney  
MR. SUBHODHAN NARAI, MRS. MARSHANA SUTTAN  
MR. RUTUJA DAD and MR. TEJAS ENGINEER  
in the presence of —

SIGNED SEALED AND DELIVERED  
BY and witnessed





SIGNED SEALED AND DELIVERED  
BY and witnessed  
LUSHA CHAITANJEE SUBRAMANIAN  
By and through its Constituted Attorney  
MR. SURESHCHANDRAN NAIR, MRS. MARIGISSA SUTAR  
MRS. RUTUJA CHAI and MRS. TEJAL ENGINEER  
in the presence of -

SIGNED SEALED AND DELIVERED  
BY and witnessed  
M/S. LUSHA GROUP OF COMPANIES  
By and through its Constituted Attorney  
MR. SURESHCHANDRAN NAIR, MRS. MARIGISSA SUTAR  
MRS. RUTUJA CHAI and MRS. TEJAL ENGINEER  
in the presence of -

SIGNED SEALED AND DELIVERED  
BY and witnessed  
M/S. VIVEK ENTERPRISES  
By and through its Constituted Attorney  
MR. SURESHCHANDRAN NAIR, MRS. MARIGISSA SUTAR  
MRS. RUTUJA CHAI and MRS. TEJAL ENGINEER  
in the presence of -

SIGNED SEALED AND DELIVERED  
BY and witnessed  
M/S. SHREE SARATH ENTERPRISES  
By and through its Constituted Attorney  
MR. SURESHCHANDRAN NAIR, MRS. MARIGISSA SUTAR  
MRS. RUTUJA CHAI and MRS. TEJAL ENGINEER  
in the presence of -



करल  
2096  
SIGNED SEALED AND DELIVERED  
BY and witnessed  
M/S. SURESHCHANDRAN NAIR, MRS. MARIGISSA SUTAR  
MRS. RUTUJA CHAI and MRS. TEJAL ENGINEER  
in the presence of -



Signature and Photograph of Constituted Attorney

Dated this Day of

P.R. Kant

1. PANDURAM RESHABHAR -

2. RAJES VANDERKAR

3. RAMKISHAN SINGH

4. PHANAKO KAMBLE

5. ANIL PALANDE

Witness  
1) P. Kant  
2) P. Kant



करल - १		
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महाराष्ट्र मुद्राधिकार पत्रांक भाग दि २६/१२/२०१० मोजी

१) मेरुपीक अँडगर्क मलो सिधुसु मर्क  
 २) मीठ सुदेन मायार समार नोप ह्ये  
 ३) मीठ मरीमा सुतारी नमाल नोप मुक  
 ४) मीठ मरुमा मरुमाल नोप मुक  
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सह दुय्यम निबंधक ठाणे क्र २

महाराष्ट्र मुद्राधिकार पत्रांक भाग दि २६/१२/२०१० मोजी

सह दुय्यम निबंधक ठाणे क्र २



करल - १		
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CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF THE COMPANY HELD ON 22.12.2015 AT H-1,1103,11th floor Bhoomi Park Phase -2, Near Jankanlyan nagar, Off Marve Road, Malad west, Mumbai - 400095, Maharashtra, INDIA

RESOLVED THAT the Company do purchase a Unit being 1601 & 1602 from the developers, Lodha Developers Pvt Ltd on the terms and conditions contained in the Application Form dated 26.08.2013.

RESOLVED FURTHER THAT Mr. Ankush K Patel, director of the Company be and is hereby authorized to sign the Agreement to Sell and other documents; to finalise, sign, execute the same and to do all other acts, deeds, things and matters to the expedient interest of the company;

RESOLVED FURTHER THAT Mr. Ankush K Patel, director of the Company be and is hereby authorized to do all such acts, deeds and things as may be necessary to complete the registration to purchase and to admit execution of the aforesaid documents before the concerned sub registrar of assurance and to do all such acts, deeds and things as may be necessary;

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. Ankush K Patel, who shall sign the same in token thereof;

RESOLVED FURTHER THAT in accordance with the provisions of Section 54 of the Companies Act, 1956, Mr. Ankush K Patel, 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."

For M/s Powai Cubicles Pvt.Ltd

For M/s Powai Cubicles Pvt.Ltd

Anil Sharma  
Director

Ankush K Patel  
Director

**Powai Cubicles Private Limited**

Company : # 1103, 2, Level 11, Lodha Supremis, Sakinaka Road, Opp. MTNL, Powai, Mumbai - 400072  
Registered Office : H-1,1103, Phase 2, Bhoomi Park, Off Marve Road, Malad (W), Mumbai - 400095  
e-mail : info@powaicubicles.com www.powaicubicles.com

करल १		
२८८०	१०२	१०२
२०१६		



आयकर विभाग  
INCOME TAX DEPARTMENT



भारत सरकार  
GOVT. OF INDIA

POWAI CURCLES PRIVATE LIMITED



21/08/2015

Permanent Account Number

AAICP2982B

करल - 9		
7510	03	05
2096		

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

YOGESH PANDURANG PAWAR

PARSHURAM PAWAR

15/10/1962

Permanent Account Number  
ACMPP5940E

*[Signature]*

*[Photo]*

आयकर विभाग  
INCOME TAX DEPARTMENT

भारत सरकार  
GOVT. OF INDIA

PERMANENT ACCOUNT NUMBER  
AEMPP4492F

नाम (NAME)  
ANKUSH KAMALNAYAN PATEL

पिता या पति का नाम (FATHER'S NAME)  
KAMALNAYAN TRIBHOVANDAS PATEL

जन्म तिथि (DATE OF BIRTH)  
28-07-1974

हस्ताक्षर (SIGNATURE)  
*[Signature]*

आयकर विभाग, कोलकाता  
COMMISSIONER OF INCOME TAX, CO. KANPUR



आयकर विभाग  
INCOME TAX DEPARTMENT

SHAKESH SURESH MORE

SURESH PANDURANG MORE

17/12/1989

Permanent Account Number  
BAAPM4356C

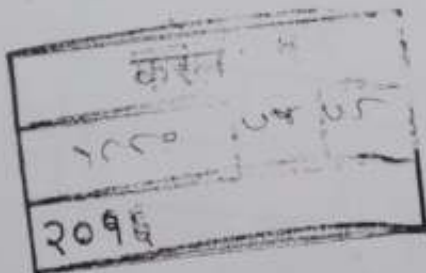


भारत सरकार  
GOVT. OF INDIA



*Shaf*





करल - १		
५५०	५५	५५
२०१६		



करल - १		
१८८०	७६	७५
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