

74/19557

Monday, October 11, 2021

1:21 PM

पावती

Original/Duplicate

नोंदणी क्र.: 39म

Regn.: 39M

पावती क्र.: 21816 दिनांक: 11/10/2021

गावाचे नाव: पांचपाखाडी

दस्तऐवजाचा अनुक्रमांक: टनन2-19557-2021

दस्तऐवजाचा प्रकार: असाईनमेंट ऑफ लीज

सादर करणाऱ्याचे नाव: टेक्सीस कन्सल्टिंग अॅण्ड सर्विसेस एलएलपी तर्फे अधिकृत स्वाक्षरीकार म्हणून मधुसुदन महारुद्र भोर - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 900.00

पृष्ठांची संख्या: 45

एकूण:

रु. 30900.00

आपणास मूळ दस्त, थंबनेल प्रिंट, सूची-२ अंदाजे
1:41 PM ह्या वेळेस मिळेल.

Rebman
Joint Sub Registrar Thane 2

बाजार मूल्य: रु. 19532631.88 /-

मोबदला रु. 22250000/-

भरलेले मुद्रांक शुल्क : रु. 280000/-

सह दुय्य निबंधक वर्ग - २
छात्रे क्र. २

1) देयकाचा प्रकार: By Cash रक्कम: रु 900/-

2) देयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु. 30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH007336059202122R दिनांक: 11/10/2021

बँकेचे नाव व पत्ता: IDBI

मुद्रांक शुल्क माफी असल्यास तपशिल :-

1) 1. गट 'अ' आणि 'ब' वर्गीकृत क्षेत्रांमधील खाजगी पार्कांतील जैविक तंत्रज्ञान उत्पादन युनिटे आणि माहिती तंत्रज्ञान उत्पादन युनिटे : क्रमांक मुद्रांक 2013 /अनौ. सं. क्र. 19 /प्र.क्र. 235/म-1, दि. 16/10/2017 अ.क्र. (3)

Alshin

मुळ दस्त मिळाला



11/10/2021

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.ठाणे 2

दस्त क्रमांक : 19557/2021

नोदणी :

Regn:63m

गावाचे नाव : पांचपाखाडी

(1) विलेखाचा प्रकार	असाईनमेंट ऑफ लीज
(2) मोबदला	22250000
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	19532631.88
(4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास)	<p>1) पालिकेचे नाव: ठाणे म.न.पा. इतर वर्णन : इतर माहिती: युनिट नं.617,6वा मजला,लोढा सुप्रिमस 2, युनिट टाईप आयटी/आयटीईएस(आयटी पार्क)वागळे इस्टेट एम.आय.डी.सी. रोड नं.22, पांचपाखाडी ठाणे, मौजे पांचपाखाडी, ता.जि. ठाणे येथील प्लॉट नं. एफ-4 व एफ-4/1, क्षेत्र 1475 चौ.फु. म्हणजे 137.03 चौ.मी. कार्पेट व 2 कार पार्कस् कव्हर्ड, ओपन पार्किंग नं. सी1, कव्हर्ड पार्किंग नं. पीओ 071 चे डीड ऑफ असाईनमेंट ऑफ लीज नवीन माहिती तंत्रज्ञान सहाय्यभूत सेवा उद्योगासाठी सदर घटक मुंबई मुद्रांक शुल्क अधिनियम - 1958 अंतर्गत शासन आदेश क्र. मुद्रांक-2015/457 अन्वी. सं.क्र.09/प्र. क्र. 112/ / म-1, दिनांक 31.10.2015 नुसार खाजगी माहिती तंत्रज्ञान उद्यानातील नवीन माहिती तंत्रज्ञान सहाय्यभूत सेवा घटक म्हणून प्रमाणित करण्यात येत आहे. मुंबई मुद्रांक शुल्क अधिनियम - 1958 (1958 चा मुंबई 60) यांचे कलम 9 च्या खंड(अ) प्रमाणे (अनुच्छेद 25 खालील) मुद्रांक शुल्काच्या 75 टक्के मुद्रांक शुल्क माफी देवून 25 टक्के मुद्रांक शुल्क आकारण्यात आलेले आहे. ((Final Plot Number : प्लॉट नं. एफ-4 व एफ-4/1 ;))</p>
(5) क्षेत्रफळ	1) 1475 चौ.फूट
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	<p>1): नाव:- नॅशनल स्टॅंडर्ड (इंडिया) लिमिटेड तर्फे अधिकृत स्वाक्षरीकार म्हणून अरिमपुर लोणापन कुरियन . - वय:-77; पत्ता:- प्लॉट नं: ऑफीस नं. 412, माळा नं: 4था मजला , इमारतीचे नाव: 17जी वर्धमान चेंबर्स , ब्लॉक नं: कावसजी पटेल रोड , रोड नं: हॉर्निमन सर्कल फोर्ट मुंबई , महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AAACN9808L</p>
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	<p>1): नाव:- टेक्सीस कन्सल्टिंग अॅण्ड सर्विसेस एलएलपी तर्फे अधिकृत स्वाक्षरीकार म्हणून मधुसुदन महारुद्र भोर - - वय:-41; पत्ता:- प्लॉट नं: युनिट नं. 902, माळा नं: 9वा मजला , इमारतीचे नाव: लोढा सुप्रिमस 2, ब्लॉक नं: वागळे इस्टेट एम.आय.डी.सी. रोड नं.22, रोड नं: पांचपाखाडी ठाणे, महाराष्ट्र, ठाणे. पिन कोड:-400604 पॅन नं:-AAPFT5333A</p>
(9) दस्तऐवज करून दिल्याचा दिनांक	11/10/2021
(10) दस्त नोंदणी केल्याचा दिनांक	11/10/2021
(11) अनुक्रमांक, खंड व पृष्ठ	19557/2021
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	280000
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	30000
(14) शेरा	

Radmuel
11/10
सह दुय्यम निबंधक वर्ग - 2
ठाणे क्र. 2

मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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





CHALLAN
MTR Form Number-6



GRN	MH007336059202122R	BARCODE	Date		11/10/2021-11:52:49	Form ID	A25	
Department			Inspector General Of Registration					
Type of Payment			Bank Portal - Simple Receipt					
TAX ID / TAN (If Any)								
PAN No.(If Applicable)			AAPFT533A					
Office Name			THN2_THANE 2 JOINT SUB REGISTRAR		Full Name			TEQSYS CONSULTING AND SERVICES LLP
Location			THANE					
Year			2021-2022 One Time		Flat/Block No.			UNIT NO 617 6TH
Account Head Details			Amount in Rs.		Premises/Building			
0030046401 Stamp Duty(Bank Portal)			280000.00		Road/Street			FLOOR LODHA
0030063301 Registration Fee			30000.00		Area/Locality			SUPREMUS II
					Town/City/District			
					PIN			4 0 0 6 0 4
					Remarks (If Any)			
					Prop			movbly=immovable-Prop Amt=22250000.00-Prop
					area=1475.00-Prop area UOM=Sq.Feet-oth Prop ID=DLN--oth Prop			
					Name=NATIONAL STANDARD INDIA LIMITED-			
					Amount in			Three Lakh Ten Thousand Rupees Only
Total			3,10,000.00		Words			
Payment Details			IDBI BANK		FOR USE IN RECEIVING BANK			
Cheque/DD Details			Bank CIN		Ref. No.		69103332021101150094 2707143898	
Cheque/DD No.			Bank Date		RBI Date		11/10/2021-11:51:33 Not Verified with RBI	
Name of Bank			Bank-Branch		IDBI BANK			
Name of Branch			Scroll No. , Date		Not Verified with Scroll			

Department ID :

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुयम निबंधक कार्यालयात नोंदणी करण्याच्या दस्त्यासाठी लागू आहे. नोंदणी न करण्याच्या दस्त्यासाठी सदर चलन लागू नाही.

Mobile No. : 919773801179



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दस्ता क्रमांक १९५५७/२०२१

२ / २५



DEED OF ASSIGNMENT OF LEASE

THIS DEED OF ASSIGNMENT OF LEASE is made at Thane on this 11th day of October, 2021

BETWEEN:

NATIONAL STANDARD (INDIA) LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at 412, Floor-4, 17G, Vardhaman Chambers, Cawasji Patel Road, Horniman Circle, Fort, Mumbai – 400 001, and represented by its Authorised Signatory, Sri Arimpur Lonappen Kurian (PAN No. ACPK6908E), S/o. Sri. A.V. Lonappen, resident of A/9, Tumbdi Park, Shreenagar, Sector 3, Wagle Estate, Thane-400604 hereinafter referred to as **"THE ASSIGNOR"** (which expression shall, unless contrary to the context or meaning thereof, mean and include its successors and permitted assigns) of the **First Part**;

AND

TEQSYS CONSULTING & SERVICES LLP, having its office at Unit 902, Lodha Supremus I, Road 22, Wagle Industrial Estate, Thane, Maharashtra – 400604 and assessed to Income Tax under Permanent Account Number (PAN) AAPFT5333A, represented by Sh. Madhusudan Maharudra Bhor, S/o. Sh. Maharudra Raghunath Bhor, Age about 41 years, PAN No. BBKPB7072F hereinafter referred to as **"THE ASSIGNEE"** (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 and permitted assigns of such last survivor of them; 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 Assignee including their/its successors in interest) of the **Second Part**.

(The Assignor and the Assignee are hereinafter individually referred to as **"Party"** and collectively referred to as **"Parties"**).

WHEREAS:-

- A. The Assignor has constructed the Building (as defined herein) on the Project Land (as defined herein) being a portion of the said Property (as defined herein). The brief chain of rights of the Assignor in respect of the Property has been set out in Annexure "1" and "8" hereto.
- B. By letter dated 22 January 2014 bearing No. MIDC/DE & PA-III/SPA/F-4 & F-4/1/IFMS-A24543 of 2014, the Maharashtra Industrial Development Corporation ("MIDC") has inter alia approved the building plans for development of the Property subject to the terms and conditions stated therein. The building plans were amended and approved by the MIDC by its letter dated 6 February 2015. Hereto annexed and marked as Annexure "4" are copies of letters dated 22 January 2014 and 6 February 2015.
- C. By Commencement Certificate ("CC") dated 22 January 2014 bearing Serial No. MIDC/DE & PA-III/ SPA/ F-4/1/ IFMS-A24543/2014, the MIDC granted permission and approved layout plan inter alia for construction of Information Technology Park on the Property subject to compliance of the terms and conditions stated therein. This initial CC has been

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दस्त क्रमांक १९५५०/२०२९
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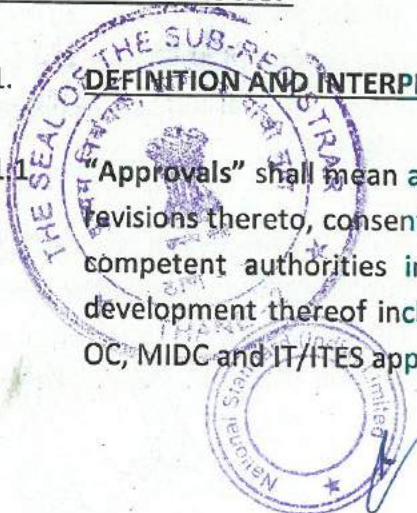
revised from time to time. Hereto annexed and marked as Annexure "5" is copy of the CC dated 22 January 2014 and amendment thereto.

- D. By Letter of Intent dated 22 June 2015, the Directorate of Industries, District Industries Center, Thane inter alia granted permission to develop a Private Information Technology Park in respect of the Building. Hereto annexed and marked as Annexure "6" is copy of the Letter of Intent dated 22 June 2015.
- E. By Occupancy Certificate ("OC") dated 30 March 2016, MIDC certified that the construction of the Building has been completed and the same is permitted to be occupied. Hereto annexed and marked as Annexure "7" is copy of the OC dated 30 March 2016.
- F. The Assignor had engaged the services of architects and structural engineers for the preparation of the structural design and drawings in respect of the Buildings (as defined herein) and the construction of the Building has been completed under the professional supervision of the said architects and the structural engineers as required under the bye-laws of the local authorities.
- G. Copy of Report on Title dated 21st January 2009 issued by Kanga and Co., Advocates and Solicitors and Report on Title dated 26th September 2014 issued by Advocate Pradip Gharach, showing the nature of title of the Assignee to the Property is hereto annexed and collectively marked as Annexure "8".
- H. The Assignee has approached the Assignor and applied for allotment of the Unit (as defined herein) in the Building and the Assignor has agreed to allot the Unit to the Assignee and the Assignee has confirmed that the Assignee has read and understood the aforesaid documents and is satisfied in all respects with regard to the title of the Assignor in respect of the Unit/Building/Property and the limitations associated therewith viz. that the Unit can be used and occupied only for IT/ITES related use. Copy of the floor plan with respect to the Unit is annexed hereto and marked as Annexure "9".
- I. Relying upon the said application and the representations, declarations and assurances made by the Assignee, to faithfully abide by all the terms, conditions and stipulations contained in this Deed, the Assignor has agreed to assign and grant in favour of the Assignee and the Assignee has agreed to acquire from the Assignor all its right, title and interest in the Unit at the consideration and on the terms and conditions hereinafter appearing.

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

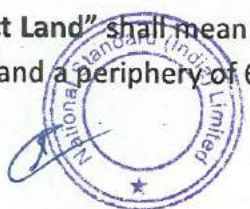
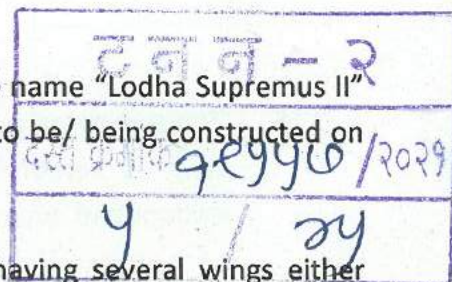
1. DEFINITION AND INTERPRETATION:-

- 1.1 "Approvals" shall mean and include all licenses, permits, approvals, sanctions, including revisions thereto, 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, CC, OC, MIDC and IT/ITES approvals.



[Handwritten Signature]

- 1.2 **"Building"** shall mean a multistoried IT/ ITES Building by the name "Lodha Supremus II" and as more particularly described in Annexure "2" hereto to be/ being constructed on the Project Land.
- 1.3 **"Buildings"** shall mean 5 or more multistoried buildings having several wings either residential or commercial, being or proposed to be constructed on the Property including the Building. The term Buildings shall also include all amenities, facilities, services, such other building or structures or otherwise required to be constructed by the Assignor.
- 1.4 **"Building Protection Deposit"** shall mean the amounts specified in the Annexure "2".
- 1.5 **"CAM Charges"** shall mean the common area maintenance charges payable by the Assignee for the maintenance of Unit / Building/ Property.
- 1.6 **"CAM Commencement Date"** shall mean 15th day from the due date of the last instalment of the Total Consideration payable hereunder, regardless of whether the Assignee takes the Unit or not.
- 1.7 **"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 Assignee 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.
- 1.8 **"Common Areas and Amenities"** shall mean the common areas and amenities as are available to and /or in respect of the Unit/ Building/ Project Land, as the case may be and more particularly described in the Annexure "3" hereto.
- 1.9 **"Date of Offer of Possession"** shall mean the date as specified in Annexure "2" herein on which the Assignor shall endeavor to make available to the Assignee the Unit for possession, subject to the receipt by the Assignor of the Total consideration and all other taxes and charges payable under this Deed. This shall be the date on which the notice for readiness of the Unit for possession is issued by the Assignor plus 15 days.
- 1.10 **"Deed"** shall mean this Deed of Assignment together with the Schedules and Annexures hereto and any other agreement and/or document(s) executed in pursuance hereof.
- 1.11 **"IT/ITES"** shall mean Information Technology/Information Technology Enabled Services.
- 1.12 **"Land Under Construction (LUC) Reimbursement" or "LUC"** shall mean the Land Under Construction Reimbursement charges payable by the Assignee to the Assignor for the period of start of construction till the Date of Offer of Possession.
- 1.13 **"Liquidated Damages"** shall mean an amount equivalent to 10% of the Total Consideration as defined under this Deed plus applicable service tax.
- 1.14 **"Project Land"** shall mean such piece and parcel of land on which the Building physically stands and a periphery of 6 meters around it.



[Handwritten signature]

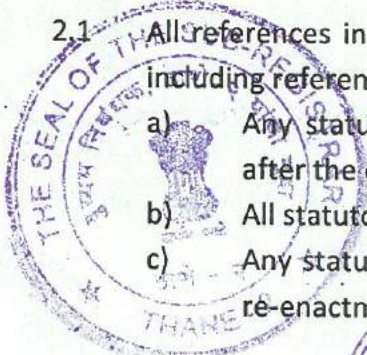
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दस्ता क्रमांक	१९५५० / २०२१
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- 1.15 "Refund Amount" shall mean the Total Consideration or part thereof paid by the Assignee hereunder after deducting therefrom the Liquidated Damages and any other amount and dues payable by the Assignee to the Assignor.
- 1.16 "Other Charges" shall mean the Other Charges payable by the Assignee set out in Annexure "2" towards and including but not limited to layout deposits, Building Protection Deposit, LUC, Electricity Deposit Reimbursement, 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.
- 1.17 "The said Property" or "the Property" shall mean the lands more particularly described in Schedule of Property of this Deed on which the development comprising inter alia of the Buildings is planned to be carried out and shall include any contiguous pieces of land which may be added to the said development over time.
- 1.18 "Transfer" shall mean the transfer, assignment, directly or indirectly, to any third party of (i) the Unit or the interest therein and/or (ii) the benefit of this Deed and/or (iii) (a) in case the Assignee 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 Assignee 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 (iii) (a) above) shall not constitute Transfer of the Unit.
- 1.19 "Total Consideration" shall mean the amounts payable/agreed to be paid by the Assignee for assignment of the Unit as set out in clause 5.1 below and in Annexure "2" hereto.
- 1.20 "Ultimate Organization" shall mean the society/ condominium/ company to be formed in the manner contemplated herein.
- 1.21 "Unit" shall mean the Unit in the Building and the details thereof are given in Annexure "2" hereto.

2. RULES FOR INTERPRETATION

In this Deed where the context admits:-

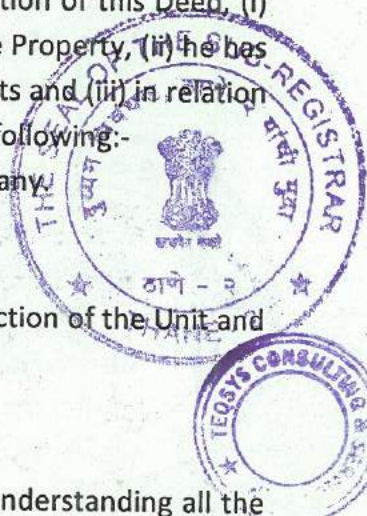
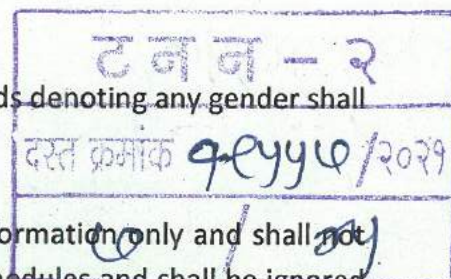
- 2.1 All references in this Deed to statutory provisions shall be construed as meaning and including references to:-
- Any statutory modification, consolidation or re-enactment (whether before or after the date of this Deed) for the time being in force;
 - All statutory instruments or orders made pursuant 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 denoting any gender shall include all genders.
- 2.3 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Deed 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 Deed.
- 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 Deed shall refer to clauses or schedules of this Deed 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 Assignee 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 Assignor on account of breach of the terms of this Deed by the Assignee. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Assignor, the ability or inability of the Assignor to reassign the Unit, among others. The Assignee waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.
3. The recitals above shall form part and parcel of this Deed and shall be read in conjunction with this Deed.

4. **DISCLOSURES AND TITLE**

- 4.1 The Assignee hereby declares and confirms that prior to the execution of this Deed, (i) the Assignor has made full and complete disclosure of its title to the 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:-
- Nature of the Assignor's right and title and encumbrances, if any.
 - The drawings, plans and specifications.
 - Nature and particulars of fixtures, fittings and amenities.
 - All particulars of designs and materials to be used in construction of the Unit and the Building.
 - The Approvals obtained and yet to be obtained.
- 4.2 The Assignee confirms that the Assignee has after (i) reading and understanding all the terms and conditions set out in this Deed and the mutual rights and obligations of the



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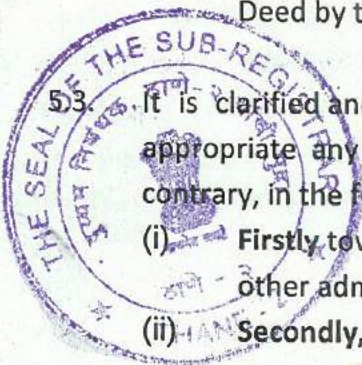
Parties hereto and (ii) satisfying himself in all respects with regard to the title of the Assignor in respect of the Project Land/ Property/ Building/ Unit and agreed to enter into and execute this Deed. The Assignee further confirms that the Assignee was provided with a draft of this Deed and had sufficient opportunity to read and understand the terms and conditions hereof. The Assignee 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 Assignor. The Assignee confirms that the Assignee has been suitably advised by his advisors and well wishers and that this Deed is being executed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Property/ Project Land/ Building/ Unit and the implication of the terms and conditions contained in this Deed.

5. ASSIGNMENT AND CONSIDERATION

- 5.1 The Assignor hereby assigns and grants unto the Assignee and the Assignee hereby acquires from the Assignor all the right, title and interest of the Assignor in respect of 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 inclusive of any sums or amounts including contribution, cess, levies, fees, deposits, CAM charges, Property Taxes, Electricity Deposit Reimbursement, LUC, Other charges, and 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 Assignee on demand being raised by the Assignor.
- 5.2 The Total Consideration shall be paid in installments to the Assignor from time to time in the manner more particularly described in Annexure "2", time being of the essence. The Assignee acknowledges that the 'Construction Progress Linked Payment Plan' offers several advantages to the Assignee, including that the installment payments may become due later in time than as envisaged at the time of entering into this Deed, if the relevant construction milestones are delayed. This significantly reduces the risk of the Assignee as compared to the 'Time Linked Payment Plan' option and the Assignee has entered into this Deed after taking into account the advantages and risks of the 'Construction Progress Linked Payment Plan'. The Assignor has agreed to accept the aforesaid Total Consideration on the specific assurance of the Assignee that the Assignee:-
- shall make payment of the installments as stated in Annexure "2" hereto, without any delay or demur for any reason whatsoever and
 - shall observe all the covenants, obligations and restrictions stated in this Deed and
 - Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this Deed by the Assignee.

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

- Firstly, towards any cheque bounce charges in case of dishonour of cheque or any other administrative expense incurred by the Assignor towards the booking;
- Secondly, towards interest as on date of delayed payments;



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of any such intimation in writing by the Assignor agrees and undertakes to pay without any delay, demur, deduction or objection to such bank / financial institutions, the Total Consideration or part thereof and/or the amounts payable herein. The Assignor covenants that the payment of such balance Total Consideration or part thereof in accordance with the terms hereof, by the Assignee to the bank / financial institutions, shall be a valid payment of Total 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 Assignee approaches/has approached any banks/financial institutions for availing of a loan in order to enable the Assignee to make payment of the Total Consideration or part thereof in respect of the Unit to the Assignor and/or mortgaged/mortgages the Unit with such banks/financial institutions (which is to be subject to issuance by the Assignor 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 Assignee to ensure timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the Assignor shall not be liable or responsible for the repayment to such banks/financial institutions of any such loan amount or any part thereof taken by the Assignee. 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 Assignee. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Assignor shall have a lien on the Unit to which the Assignee has no objection and hereby waives his right to raise any objection in that regard.
- 8.2 The Assignee hereby expressly agrees that so long as the amounts payable hereunder by the Assignee remain unpaid/outstanding, the Assignee subject to the terms hereof, shall not transfer, assign, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Assignor and/or such banks/financial institutions. The Assignor shall not be liable for any of the acts of omission or commission of the Assignee which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Assignee to inform the Ultimate Organization about the lien/charge of such Banks/Financial Institutions and the Assignor shall not be liable or responsible for the same in any manner whatsoever.
- 8.3 The Assignee hereby indemnifies and agrees to keep indemnified the Assignor and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Assignor 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 Assignee of the terms and conditions governing the said loan in respect of the Unit.

CAR PARKING

The Purchaser is aware that as a part of the Building and as a common amenity, the Company is constructing several car parking spaces to be used by the purchasers of the units of the Building/s. At the request of the Purchaser, the Company hereby allocates to the Purchaser car parking space as set out in Annexure "2" (hereinafter referred to as "Car Parking Spaces"). The exact location of the Car Parking space allocated to the

Purchaser shall be finalized by the Company within 6-8 months after hand over of 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/s 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/ Federation and/or execution of Conveyance, as contemplated herein, cause such Ultimate Organization/Federation to confirm and ratify and shall not and/or shall cause the Ultimate Organization/ Federation 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 Assignee to immediately after the execution of this Deed, at his own cost and expense, lodge the same for the registration with the Sub-Registrar of Assurances. The Assignee shall forthwith inform the Assignor the serial number under which the same is lodged so as to enable the representative of the Assignor to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Assignor may extend assistance/co-operation for the registration of this Deed, at the cost and expense of the Assignee. However, the Assignor shall not be responsible or liable for any delay or default in such registration.

11. **POSSESSION**

11.1 Subject to the Assignee not being in breach of any of the terms hereof and the Assignee having paid all the dues and amounts hereunder including the Total Consideration, the Assignor shall endeavor to provide the possession of the Unit to the Assignee on or before the date as set out in Annexure "2" hereto.

11.2 The Assignee shall take the Unit within 15 (fifteen) days of the Assignor giving written notice to the Assignee intimating that the Unit is ready for possession. In the event the Assignee fails and /or neglects to take the Unit within the said period, the Assignee shall in addition to the CAM Charges, be liable to pay to Assignor 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 Assignee takes the Unit. Notwithstanding the aforesaid, it shall be deemed that the Assignee has taken the Unit from the expiry of the 15th day of the date of the said written notice. The Assignee 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 Assignee brings to the notice of the Assignor 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 Assignee) shall be rectified by the Assignor at its own costs. In case it is not possible to rectify such defects, and then the Assignee shall be entitled to receive from the Assignor 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 Assignor. Provided that the liability of the Assignor under this clause shall not exceed Rs.5,00,000/- (Rupees Five Lakhs only).



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SET OFF / ADJUSTMENT

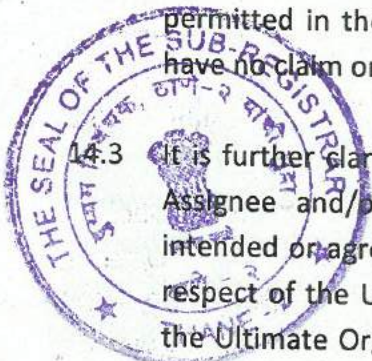
The Assignee hereby grants to the Assignor the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Assignee to the Assignor including the Total Consideration, the Other charges, interest and/or Liquidated Damages from the amounts if any. The Assignee agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Assignee, in that regard, shall be deemed to have been waived.

14. ULTIMATE ORGANIZATION

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

14.2 The Assignee hereto agrees and confirms that the Unit is situated in the Building which is/being constructed on the Project Land and that the Project Land/Property shall be transferred to the Ultimate Organization by way of assignment/sub lease of the leasehold rights of the Assignor in respect thereof, for the residue of the term of lease and subject to the terms and conditions stated in the Lease Deed dated 3rd April 1964 and Supplementary Lease Deed dated 18th April 1967. Such assignment/sub lease 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 assignees who have purchased a unit in the Building. Any assignment/sub lease executed prior to the completion of the entire development on the Property shall only be in relation to the structure of the Building along with the FSI consumed in such Building and subject to the right of the Assignor (i) to dispose off unsold flats, if any, (ii) to receive the entire consideration amount and outstanding dues from the unit assignees, (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. It is understood that there may be portions of the Property which do not form part of the Project Land and such portion(s) of the Property beyond the Project Land may be used for any purpose as permitted in the regulations/ law by the Assignor and the Ultimate Organization shall have no claim or control over the same.

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



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14.4 It is clarified and the Assignee agrees and understands that irrespective of the Unit being given to the Assignee and/ or the management being given to the ad-hoc committee of the unit assignees, the rights under this Deed reserved for the Assignor including for exploiting the potentiality of the Property shall be subsisting and shall continue to vest in the Assignor and the Assignee 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.

14.5 The Assignor hereby agrees that they shall before execution of a Deed of Assignment/ Sub Lease in favour of the Ultimate Organization, 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 Assignor shall, as far as practicable, ensure that upon such assignment/sub lease of the Property in favour of the Ultimate Organization, is 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 professional fees of the advocates engaged for the aforesaid purpose.

15. **FACILITY MANAGEMENT COMPANY**

15.1 The Assignee is aware that the Buildings including 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 Assignor for a period upto 60 (sixty) months commencing from the Date of Offer of Possession and thereafter, as may be decided by the Ultimate Organization. The Assignee along with other assignees of units shall be entitled to avail of the services to be provided or arranged by or through the FMC at a cost or charges as 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 assignees of the units in the Building. These common costs shall be shared by all such assignees on pro-rata basis determined by the Assignor and/or FMC, which determination shall be binding on the Assignee.

15.2 The Assignee 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 Assignee along with the other assignees in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of the FMC as aforesaid.

15.3 The Assignee is aware that the Assignor seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Assignor 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 assignees. The terms of such arrangements shall be binding on the Assignee and the Ultimate Organization, subject to the following restrictions:

- 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;
- 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;
- The Assignor shall be entitled to first recover the cost of inter alia fit outs, furnishings and equipment provided by the Assignor for such FSI Free Constructed Spaces, along with interest thereon @ 12% p.a. (calculated from date of

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

16. **COMMON AREAS AND AMENITIES AND RESTRICTED AREAS AMENITIES:**

The Assignor shall make available the Common Areas and Amenities as set out in Annexure "3" hereto.

17. **CHARGES, PROPERTY TAXES AND EXPENSES**

17.1 **OTHER CHARGES**

The Assignee shall on or before the Date of Offer of Possession, in addition to the Total Consideration, pay to the Assignor the Other Charges as set out in Annexure "2" hereto.

17.2 **CAM CHARGES**

17.2.1 The Assignee 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 cost associated with Diesel (or any other fuel) consumption and electricity/HVAC consumption within the Unit which shall be payable by the Assignee 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 terms of this Deed.

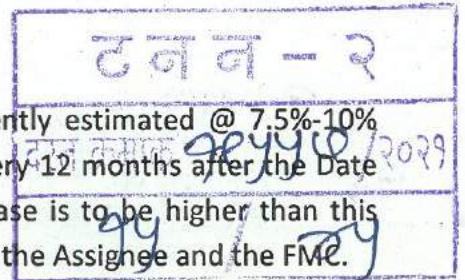
17.2.2. The Assignee shall be obliged to pay the same in advance on/before the 1st day of each quarter. The Assignee shall be liable to pay interest at 18% p.a., quarterly compounded, for any delayed payment.

17.2.3. The FMC shall provide reconciliation of the expenses towards CAM charges on/before 30th June after the end of the relevant Financial Year and the Parties hereto covenant that any credit/debit thereto shall be settled on/before 30th August.

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

17.2.5. The Assignee 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 Assignee and the FMC.



- 17.2.6. The Assignee 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 Assignee, separately from any of other consideration / levy / charge/ CAM Charges, etc. The said amount shall be paid by the Assignee 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 Assignee shall be liable to pay interest at 18% p.a., quarterly compounded, for any 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 Deed, the Financial Year is assumed to be from April to March.

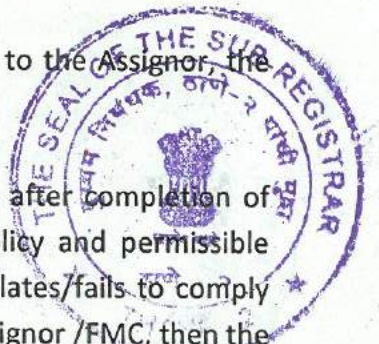
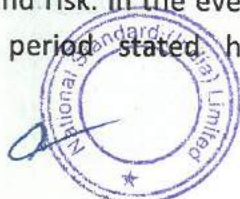
- 17.3.2 The Property tax shall be collected on the basis of applicability from CAM Commencement Date (as defined herein). The actual amount of Property Tax payable shall be as per the demand(s) raised by the concerned authorities and at upon receipt of such demand, the Assignor shall pay the amount collected from all the assignees 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 Assignor by the assignees towards 'Property Tax' and the demand raised by the authorities ("Shortfall Amount"), the Assignor shall inform the assignees of such shortfall and the assignees shall be liable to ensure that the same to the Assignor is paid within 15 (fifteen) days of such intimation. The Assignor 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 assignees. 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 assignees.

- 17.3.3 The Assignee 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.

17.4 BUILDING PROTECTION DEPOSIT

- 17.4.1 The Assignee shall on or before the Date of Offer Possession, pay to the Assignor, the Building Protection Deposit set out in Annexure "2" hereto.

- 17.4.2 The Building Protection Deposit shall be returned to the Assignee after completion of interior works by the Assignee and subject to the possession policy and permissible changes policy of the Assignor. In the event that the Assignee violates/fails to comply with the possession policy and permissible changes policy of the Assignor /FMC, then the Assignee undertakes to rectify/restore the Unit within 15 (fifteen) days at his costs, expenses and risk. In the event that the Assignee fails to rectify/restore the Unit within the time period stated hereinabove, the Assignor /FMC shall be entitled to



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

17.4.3 The Assignee hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Assignee shall notify the Assignor about completion of all interior works in the Unit. On receiving this notification, the Assignor 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 Assignor's representatives/nominees, then same will be intimated to the Assignee and the Assignee 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 Assignee fails to do the same, then the Assignor shall get the same rectified at cost and risk of the Assignee. The Assignee shall be solely responsible for all costs incurred in this regard and such costs shall be recovered from the Building Protection Deposit.

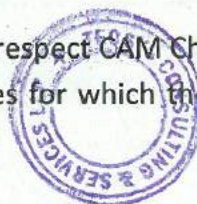
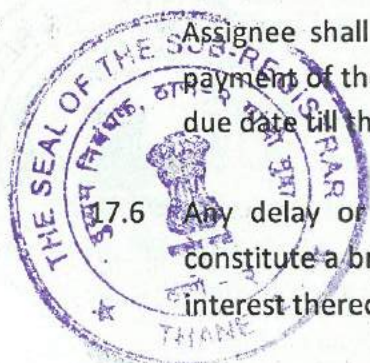
17.4.5 Notwithstanding anything contained herein, in case of cheque being dishonoured, an extra penalty of 36% per annum on the amount of Building Protection Deposit will be payable by the Assignee.

17.5 LAND UNDER CONSTRUCTION (LUC) REIMBURSEMENT CHARGES

The Assignee undertakes to pay the Assignor on or before the Date of Offer of Possession, the LUC for the period of start of construction till the Date of Offer of Possession for the amounts specified in Annexure "2". The Assignee is aware that the LUC stated herein is provisional and in case the amount is higher than this amount, the Assignee shall pay such increased amount as specified by the Assignor. Any delayed payment of the said LUC 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 Deed and the Assignee shall also be liable to pay interest thereon calculated at 18% per annum compounded quarterly.

17.7 The Assignor 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.



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The Assignor shall provide accounts to the Ultimate Organization at the time of handover of Ultimate Organization, only in respect of CAM Charges and Property Tax.

18. **TAXES AND LEVIES**

The Assignee 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 Assignee.

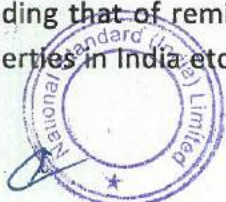
19. **INTEREST**

The Assignee agrees to pay to the Assignor interest at applicable interest rate as per RERA rules, on all the amounts including the Total Consideration or any part thereof, which become due and payable by the Assignee to the Assignor under the terms of this Deed from the date the said amount becoming due and payable by the Assignee to the Assignor, till the date of realization of such payment. The Assignee confirms that the payment of interest by the Assignee shall be without prejudice to the rights and remedies of the Assignor and shall not constitute a waiver by the Assignor, unless specifically provided by the Assignor in writing. The Assignee confirms and accepts that the rate of interest prescribed in the Deed 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 Assignee hereunder.

20. **ASSIGNEE'S COVENANTS**

The Assignee 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 by the Ultimate Organization. Towards this end, following actions shall be taken by the Ultimate Organization and each assignee agrees to ensure that the following are taken without delay or demur, for any reason whatsoever:

- a. To maintain the Unit at the Assignee's own cost in good tenantable repair and proper condition from the Date of Offer of Possession and shall not do or suffer to be done anything in or to the Building or to the staircase or any passages in the Building, 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.
- b. The Building name shall not be changed at any time by the Assignee or the Ultimate Organization without the prior written consent of the Assignor.
- c. The Assignee shall only use the Unit or any part thereof or permit the same to be used for purpose of IT/ITES in accordance with the IT Policy of the Government of Maharashtra and not for commercial use or as a guest house or for residential use, by whatsoever name and shall use the Car Parking Space only for purpose of keeping or parking the Assignee's own vehicle/s.
- d. The Assignee, 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 Assignor with such permission, approvals



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which would enable the Assignor to fulfill its obligations under this Deed. Any refund, transfer of security, if provided in terms of the Deed shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Assignee 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 Assignor accepts no responsibility/liability in this regard. The Assignee shall keep the Assignor fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Assignee subsequent to the signing of this Deed, it shall be the sole responsibility of the Assignee to intimate the same in writing to the Assignor immediately and comply with necessary formalities if any under the applicable laws. The Assignor shall not be responsible towards any third party making payment/remittances on behalf of any Assignee and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Assignor shall be issuing the payment receipts in favour of the Assignee only.

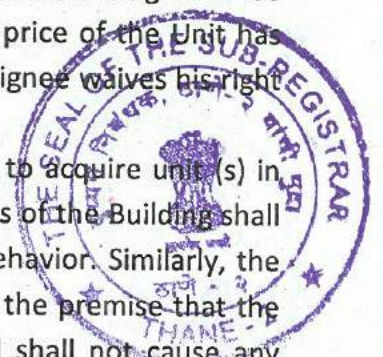
- e. Not to store in the Unit any goods which are of hazardous, combustible or of dangerous nature so as to damage the construction or structure of the Building or storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages 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 Assignee in this behalf, the Assignee shall be liable for the consequences of the Breach. The Assignee 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 Assignor to the Assignee 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. In the event of the Assignee committing any act in contravention of the above provision, the Assignee 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 Assignor) and the Assignor shall not be responsible, if additions and alterations are done in the Unit and/or the Building by the Assignee (or any agent thereto), in violation of building regulations.
- h. Not to make any changes to the common area/lobby and structural changes in the Building. The Assignee shall not relocate brick walls onto any location which does not have a beam to support the brick wall. The Assignee shall not change the location of the plumbing or electrical lines (except internal extensions). Further, the Assignee shall not change the location of the wet/waterproofed

areas. The Assignee agrees to comply with the possession policy and the permissible changes policy of the Assignor 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 tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building and shall not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Assignor and/or the Ultimate Organization.
- j. Not to do or suffer to be done anything on the Unit or the Property, which may be against the rules, regulations or bye-laws of the Ultimate Organization or the concerned local authority or any other concerned authority including the policy issued by the Government applicable in respect of Private Information Technology Parks and in the event of the Assignee committing any act in contravention of the above provision, the Assignee shall be responsible and liable for the consequences thereof to the Brihanmumbai Municipal Corporation and/or any other concerned/statutory authorities.
- k. 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 become payable in respect of the insurance.
- l. 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.
- m. 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.
- n. 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 floor plan).
- o. 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 Assignor as restricted amenities. The Assignee 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 Assignee waives his right to raise any dispute in this regard.
- p. The Assignee is aware that various assignees have chosen to acquire unit (s) in the Building with the assurance that the conduct of all users of the Building shall be appropriate and in line with high standards of social behavior. Similarly, the Assignor has agreed to assign this Unit to the Assignee on the premise that the Assignee shall conduct itself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other assignees in the Building and/or the Assignor and/or the Building. Any assignee who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Deed.



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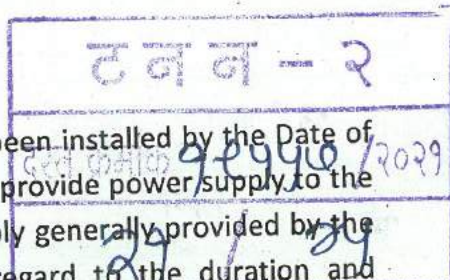


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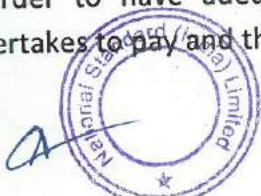
- To pay to the Assignor within 7 (seven) days of demand by the Assignor its share of security deposit demanded by concerned local authority or government or giving water, electricity or any other service connection to the Building.
- r. To pay to the Assignor within 7 (seven) days of demand by the Assignor, his share of HVAC and Diesel consumptions charges in the Unit which will be calculated on a pro rata basis.
- s. To pay forthwith on demand charges towards usage/consumption of utilities and services within the Unit such as electricity, water, internet, telephone, gas etc. on actuals to the respective service providers/the Assignor, as the case may be.
- t. 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 Assignee viz; user for any purposes other than for IT/ITES purpose.
- u. The Assignee acknowledges that as on the Date of Offer of Possession, works in the Unit shall be complete and the Unit shall have regular water and electricity supply, as well as lift access.
- v. The Assignee shall not assign, underlet, sub-let, transfer, or part with Assignee's interest or benefit under this Deed or part with possession of the Unit: (i) without previous written consent of the Chief Executive Officer of MIDC, as per the terms of Lease Deed dated 3rd April 1964 and Supplementary Lease Deed dated 18th April 1967; (ii) till such time that the occupation certificate in respect of the Building is received and all the amounts payable by the Assignee hereunder are paid in full and the Assignee is not in breach of any of the terms and conditions of this Deed. In addition to the previous written consent from the MIDC, any 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 Assignor) 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 assignment etc. which is entered into without obtaining written approval of the Chief Executive Officer of the MIDC, the Ultimate Organization (and till such time that the Ultimate Organization is formed, of the Assignor) shall not be valid and not binding on the Assignor.
- w. The Assignee 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 Assignee shall also observe and 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 Deed.
- x. Until a Deed of Assignment/Sub Lease in favour of the Ultimate Organization is executed and the entire construction on the said Property is declared by the Assignor as completed, the Assignee shall permit the Assignor and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Unit, Building and Buildings or any part thereof to view and examine the state and condition thereof.



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- y. In the event the electric meter of the Unit has not been installed by the Date of Offer of Possession, the Assignor 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 Assignee shall pay a fixed monthly sum to the Assignor for providing this supply, which shall be made known to the Assignee prior to the handover of the Unit for possession.
- z. Notwithstanding anything contained herein, the Assignee is aware that the Application Money I and the Application Money II duly paid by the Assignee at that time of application for allotment of the Unit, is a guarantee/security for the due performance of his contractual obligations under this Deed and the Assignor is entitled to forfeit the full or part of the the Application Money I and the Application Money II in terms of this Deed and the Assignee has no objection to the same and it waives his right to raise any objection with respect to the same.
- aa. It is agreed that in the event the Ultimate Organizations has been formed but there is/are unit/s in the Building that are not sold by the Assignor, till such time that such unsold unit/s is/are assigned/leased, the property tax for such unsold units shall be payable by the Assignor as charged by the competent authorities and the CAM Charges shall be payable by the Assignor for such unsold units from the date of handover of the Ultimate Organization by the Assignor. It is hereby agreed by the Assignee (and the Assignee shall cause the Ultimate Organization to agree and ratify) that the Assignor shall have the unconditional and irrevocable right to assign, 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 assignee of such unsold unit/s shall be and shall deemed to be a member of the Ultimate Organization. The Assignee hereby agrees that it shall forthwith admit such unit assignees of the Assignor as their members and/or 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 assignees/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the common areas, amenities and facilities at par with any other member of the Ultimate Organization.
- bb. The Assignee hereto agrees and acknowledges that at the time of handover of the Ultimate Organization, the Assignor shall earmark certain parking spaces for use by such unsold units and the Assignee hereby agrees and shall cause the Ultimate Organization to ensure that these car parking spaces are kept available for use by the assignees/occupants of the unsold units.
- cc. The Assignee shall ensure that the key common areas of the Building viz. entrance lobby, (if applicable), temple (if applicable) are maintained to the highest standards with regular cleaning and maintenance. Refurnishing / major overhaul to be done every 5 years, starting from Date of Offer for Possession.
- dd. The Assignee 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/wing.
- ee. In order to have adequate funds to meet these obligations, the Assignee undertakes to pay and the Ultimate Organization shall collect a sum equivalent to



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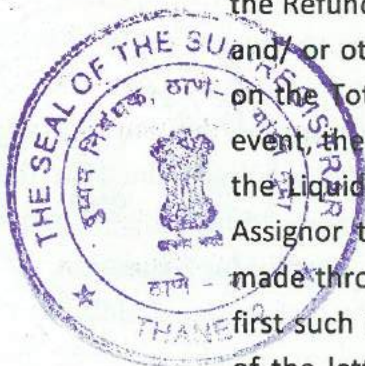
minimum 10% of the monthly maintenance charges (excluding any government levies) as 'sinking fund' from each assignee/member and the same shall be kept in a separate account which shall be used for undertaking major capital and/or renovation expenses related to the Building and its key common areas.

- ff. The Assignee undertakes to observe all other stipulations and rules which are provided herein in order to enable the Building/ wing to be well maintained and enable all assignees/ members to enjoy the usage of these areas as originally designed.
- gg. Upon and after handover of the management to the Ultimate Organization, the Ultimate Organization (and its members) will be responsible for all fulfilment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned authorities from time to time.
- hh. The Assignee 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 Building or Lodha Group or its representatives. In the event the Assignee does or omits to do any such act, deed or thing then the Assignor shall, without prejudice to any other rights or remedies available in law, be entitled to the termination of the Deed of Assignment.

21. DEFAULT, TERMINATION AND LIQUIDATED DAMAGES

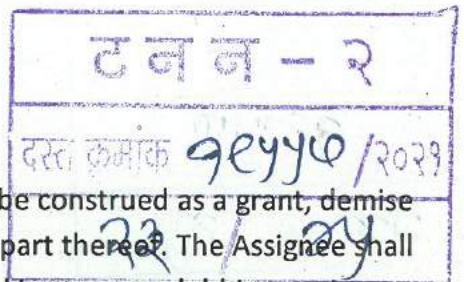
21.1 If the Assignee is in default of any of his obligations under this Deed, including (but not limited to) making payment of all due amounts as per as per schedule stated in Annexure "2" (and interest thereon, if any) within 15 days of the date of the demand letter, the Assignee shall be deemed to be in default. In the event of such default, the Assignor shall issue notice to the Assignee of such default and the Assignee 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 Assignee fails 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 Assignor shall have the option to terminate this Deed by sending a termination letter by Registered Post Acknowledgement Due (RPAD)/ Speed Post. On such termination, the following shall apply:

- a) The allotment/ booking/ Deed of Assignment for the Unit(s) shall stand immediately terminated and the Assignee 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 Assignor by the Assignee (excluding interest) shall be refunded, after deducting therefrom the Liquidated Damages. The payment of the Refund Amount shall be subject to and after deducting thereon tax at source and/ or other applicable taxes. It is clarified that 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 Assignee towards Total Consideration is less than the Liquidated Damages, the Assignee shall be liable and agrees to pay to the Assignor the deficit amount of Liquidated Damages. The said refund shall be made through Post-dated cheques (PDCs) in 12 equal monthly installments. The first such monthly installment shall commence from the 13th month of the date of the letter of termination. The Assignee can collect the said cheques at any time from the Assignor after giving notice by email / letter of at least 30 working days.



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22. **MISCELLANEOUS**

22.1 Nothing contained in this Deed is intended to be or shall be construed as a grant, demise or assignment in law of the Property and Building or any part thereof. The Assignee 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 as set out herein.

22.2 All Notices to be served on the Assignee as contemplated by this Deed shall be deemed to have been duly served if sent to the Assignee 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 Deed 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 proceedings will be in the English language. The Arbitration shall be conducted by a Sole Arbitrator who shall be appointed by the Assignor.

23.3 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 Deed 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 Deed 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 Deed.

24. **SEVERABILITY**

24.1 If at any time, any provision of this Deed 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 Deed or the legality, validity or enforceability under the law and all other provisions of the Deed 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 Deed.

