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पावती क्र. : 7237

विक्रोळी गावाचे नाव

दिनांक 25/07/2012

दस्तऐवजाचा अनुक्रमांक

- 07196 - 2012

दस्ता ऐवजाचा प्रकार

सादर करणाराचे नाव: मेसर्स गाँवरेज प्रॉपर्टीज लि तर्फे काईस प्रेसीडेंट लिगल व कंपनी सेक्रेटरी शोधन केंभावी --

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आपणास हा दस्त अंदाजे 10:30AM ह्या वेळेस मिळेल

बाजार मुल्य: 283378373 रु. मोबदला: 582289458रु.

भरलेले मुद्रांक शुल्क: 29114500 रु.

देयकाचा प्रकार :डीडी/धनाकर्षाद्वारे;

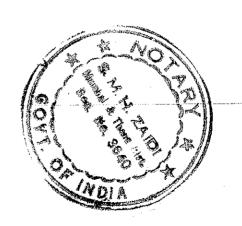
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डीडी/धनाकर्ष क्रमांकः 238662: स्वरूपा-8900 कि: PENDING



मूल्यांकन प

7/23/2012 मुल्यांकन 2012 दिनांक मुंबई(उपनगर) जिल्हा - 111-विक्रोळी - कुर्ला प्रमुख मुल्य विभाग 111/526 -भुभाग: एल.बी.एस.मार्ग व दुतगती मार्ग यामधील "एन" उपमुल्य विभाग वॉडीचा भूभाग. सि.टी.एस. नंबर -- 52 मिळकतीचा क्रमांक मुंबई(उपनगर) नागरी क्षेत्राचे नांव मिळकतीचे वर्ग बांधीव बाजार मूल्य दर तक्त्यानुसार पति नौ मीटर मल्यटर निवासी सदनिका कार्यालय दुकाने औद्योगीक खुली जमीन 73,700 83,800 105,800 37,000 73,700 1-आर सी सी चौरस मीटर 3,106.42 मिळकतीचे क्रे आहे कार्यालये 5 (Rule 14) 0 TO 2 (Rule 5) ळकतीचे वय (Rule 5 or 8) धसा-यानुसार मिळकतीचा प्रति चौ. मीटरे पु घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर = 83,800.00 * 100.00 /100 83,800.00 (Rule 19 or 20) A) मुख्य मिळकतीचे मुल्य = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मुल्यदर * मिळकतीचे क्षेत्र * मजला निहाय घट/वाढ 3,106.42 * 105.00 /100 83,800.00 273,333,895.80 <u>রের</u> : (Rule 17(1)) 479.45 चौरस मीट E) बंदिस्त वाहन तळाचे क्षेत्र 9 49 ee 479.45 * (25.00 / 100) * 83,800.00 बंदिस्त वाहन तळाचे मल्य २०१२ 10,044,477.50 मुख्य मिळकतीचे मुल्य 📍 तळघराचे मूल्य 📍 पोटमाळ्याचे मूल्य 📍 खुल्या जमिनीवरील वाहन तळाचे मूल्य 📍 एकत्रित अंतिम मूल्य बंदिस्त वाहन तळाचे मूल्य 📩 लगतच्या गच्चीचे मूल्य वरील गच्चीचे मूल्य इमारती भोवतीच्या खुल्या जागेचे मूल्य A+B+C+D+E+F+G+H 0.00 0.00 273,333,895.80 + 0.00 0.00 0.00 10,044,477.50 283,378,373.00







INDIA NON JUDICIAL Government of Maharashtra

e-Stamp

issued by : Stock Holding Corpo Location Corporation of India Ltd. Signatures Details can be verified at www. shellest

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-MH07767198140922K

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GODREJ PROPERTIES LTD

Article 25(b)to(d) Conveyance

5TH FLR, GODREJ ONE, PIROJSHANAGAR EASTERN EXPRESS HIGHWAY VIKHROLI MUMBAI-400079

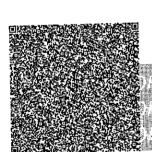
58,22,89,458 (Fifty Eight Crore Twenty Two Lakh Eighty Nine Thousand Four Hundred And Fifty Eight only)

GODREJ VIKHROLI PROPERTIES LLP

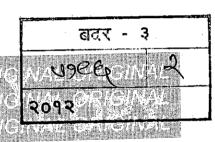
GODREJ PROPERTIES LTD

GODREJ PROPERTIES LTD

wo Grore Ninety One Lakh Fourteen Thousand Five Hundred only)







Agreement for sale,

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The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Q
 The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.go"



SHCIL-MAHARASHTRA

SHCIL, 301, CENTER POINT, DR. B. AMBEDKAR ROAD, PAREL, MUMBAI, MUMBAI, Maharashtra, INDIA, PIN CODE - 400012

Tel : 022-61778151 E-mail :

Mode of Receipt

Receipt Id RECIN-MHMHSHCIL0107410740830310K Receipt Date 30-MAR-2012 SHCIL-MAHARASHTRA

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Account Name Account Id

Received From GODREJ PROPERTIES LTD	Pay To
Instrument Type PAYORDER	Instrument Date 30-MAR-2012
Instrument Number 235301	Instrument Amount 29114500 (Two Crore Ninety One Lakh Fourteen Thousand Five Hundred only)
Drawn Bank Details	
Bank Name STATE BANK OF INDIA	Branch Name MUMBAI
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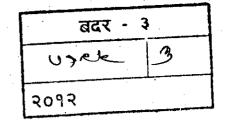
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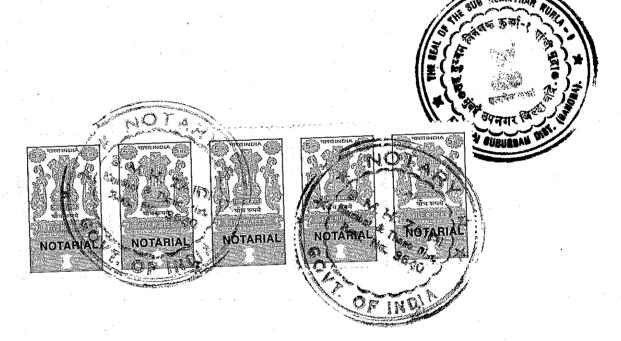
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THIS AGREEMENT FOR SALE ("Agreement") is made at Mumbai on 30th March 2012

BETWEEN

GODREJ VIKHROLI PROPERTIES LLP (PAN AAKFG2614G), a Limited Liability Partnership Firm incorporated under the Limited Liability Partnership Act, 2008 having its registered office at Godrej Bhavan, 4th floor, 4A, Home Street, Fort, Mumbai – 400001, hereinafter referred to as the "Developer" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its partners for the time being and from time to time constituting the firm, and the survivors or survivor of them and the legal heirs, executors, administrators and successors of the last surviving partner and their assigns) of the One Part;





Page **1** of 33

AND

GODREJ PROPERTIES LIMITED (PAN AAACG3995M), a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at Godrej Bhavan, 4th Floor, 4A Home Street, Fort, Mumbai – 400 001 hereinafter referred as "Purchaser", (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successor or successors in business and permitted assigns) of the Other Part.

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

WHEREAS:

- By Indenture of Assignment and Conveyance dated 30th March 2012 Α. ("Indenture"), Godrej and Boyce Manufacturing Company Limited ("G&B") has assigned/transferred in favour of the Developer, contiguous non-agricultural freehold/leasehold lands admeasuring approximately 34.20 acres situated at Pirojshanagar, Village Vikhroli, Taluka Kurla, Mumbai Suburban District comprised of 28.22 acres of leasehold land and 5.98 acres of freehold land (collectively "the Land" comprised in C.T.S. nos. more particularly described later in this Agreement consideration and on the terms and conditions mentioned held the Land under and in terms of Indenture dated executed by and between Nowroji Pirojsha (as Vendor) and purchaser) duly registered with the Sub-Registrar of under serial No.3050 of Book No.1. Importa conditions of the Indenture are reproduced in Annexur Agreement. The Land is more particularly described in the First to this Agreement and demarcated on the Plan (annexed hereto as
- B. The Developer has informed the Purchaser that the Indenture is proposed to be lodged within a short period of time for adjudication with the stamp office for ascertaining applicable stamp duty required to be paid on it in consonance with the provisions of Bombay Stamp Act, 1958. The Developer has also informed the Purchaser that once the Indenture is duly adjudicated and stamped, the Developer will register the same with the concerned Sub-Registrar of Assurances in consonance with the provisions of Maharashtra Ownership of Flats (Regulation of the Promotion of Construction, Sale, Management & Transfer) Act, 1963 ("MOFA") and parties to this Agreement shall execute an addendum to record such registration.
- C. In this background, the Developer is thus seized a otherwise well and sufficiently entitled to the Land.

Annexure B) in black boundary line.

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- D. The Land is presently accessible from the Eastern Express Highway from the permitted intersection at chainage 27700 to the Pirojshanagar Industrial Complex through the 18.3 meters' wide access road as per the sanctioned Development Plan of Bombay Municipal Corporation forming part of CTS No.53 (P) of Village Vikhroli and delineated on the Plan part of CTS No.53 (P) of Village Vikhroli and delineated on the Plan Annexure B in green colour and marked as "AB-CD" ("Eastern Express Annexure B in green colour and marked as "AB-CD" ("Eastern Express Access Road"). Simultaneously with the execution of the Indenture, G&B also executed a Deed of Right of Way ("Deed") in favour of the Developer, permitting the Developer to use the Eastern Express Access Road up to point X-Y for access to the Land. The Developer has informed the Purchaser that the Developer proposes to register the Deed of Right of Way together with the registration of the Indenture and such registration what parties to this Agreement will execute in terms of Recital B above.
 - E. Based on its right and entitlement in terms of the documents of Indenture and Deed of Right of Way referred in the recitals above, the Developer is developing the Land for residential, commercial, retail and hospitality or for such other use or purpose permissible under the applicable development control regulations ("Project") and intends to carry out the development in a phase-wise and segment-wise manner in control with the provisions of MOFA.
 - F. A portion of the Land more particularly described in the Serbnil Schedu and demarcated on the Plan (Annexure B) in red boundary lines, one the phases being developed by the Developer (Phase-1"). This provides portion of the Land is hereinafter referred to as "Phase-1 Land"
 - G. The Developer has caused to be tentatively prepared, a layout in respect of the Land including Phase-1 ("Phase-1 layout"). As part of Phase-1 layout, the Developer is constructing a commercial building comprising of two level basements plus Ground Plus 11 upper floors to be known as Godrej One ("Building") on a portion of the Phase-1 Land ("Building Land", shown in green hatched lines on the Plan, Annexure B).
 - H. The present tentative layout plan in respect of the Project has been approved/sanctioned by the Municipal Corporation of Greater Mumbai ("MCGM") on 20th January 2011 on an application by one of its promoting partners (hereinafter referred to as the "Project layout") and the same envisages that the access roads, electric sub-stations, water mains, sewers and R.G. in said layout would be common to all the development on the Land and common amenities in the entire layout accordingly would be finalized by the Developer in keeping with the plans that would be sanctioned from time to time as may be required by the Developer and that accordingly the Land would be subject to certain the Developer and that accordingly the Land would be subject to certain restrictions and stipulations and covenants to be observed and performed

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for the benefit of the Land as well as Phase-1. The Developer has informed the Purchaser about all these aspects pertaining to the applications, sanctions, permissions, and proposed phase-wise and segment-wise development and the Purchaser consents to the same. It is clarified by the Developer that the Project/Phase-1 layout is a tentative one, and though the same has been approved by MCGM, the Developer reserves the right in its absolute discretion to amend/alter/modify the layout (excluding the Building) from time to time as per its requirements and also to add one or more buildings having one or more wings and/or delete from the said layout, one or more of the buildings and also to change the location of any of the buildings to be constructed on the Land (other than Phase-1) which may ultimately be approved and/or amended and sanctioned by MCGM and/or concerned authorities.

- I. The Developer proposes to sell self contained independent commercial units to intending buyers on "ownership basis" in the Building under the provisions of MOFA.
- J. The Building will have specifications and amenities, details whereof are set out in the **Third Schedule**.
- K. At the request of the Purchaser, the Developer has agreed to sell to the Purchaser under the provisions of MOFA and the rules made thereunder, for the consideration and on terms and conditions mentioned hereinafter, Unit No.5c admeasuring 27864.63 square feet (equivalent to 2588.68 square meters) of carpet area on 5th floor ("Unit") in the Building known as "Godrej ONE", demarcated on the floor plan in red boundary line, together with the right to use
 - (i) 43 car parking spaces out of which 22 car parking Nos. B-43 to B-49, B-51 to B-65 in the North Core basement and 21 car parking spaces bearing Nos. 131, B-174 to 182 in the North Core of Lower level Building ("Car parks"), demarcated on car parking hatched lines; and
 - (ii) the common areas and facilities of the Building, more particularly mentioned in the Fourth Schedule;

The Unit together with the right to use the Car parks and common areas, amenities and facilities is hereinafter collectively referred to as the "Premises" and is more particularly described in the Fifth Schedule. The Unit Plan is annexed to this Agreement as Annexure C. The Car parks' plan is annexed to this Agreement as Annexure D.

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- L. Prior to executing this Agreement, the Developer has Ochrised to be procured, Commencement Certificate bearing Ref. No. CE/1215/BPES/AS dated 28/1/2011 issued by MCGM (in the name of one of its promoting partners) permitting the construction/development of the Building on Phase-1.
- M. The Developer has appointed licensed Architects being M/s Bhavsar Consultants and Structural Engineers being Mr. Chaitanya Patwardhan from WSP India for preparation of the structural designs and drawings of the Building, including other specifications and facilities and to supervise and advice till the completion of construction of the Building.
- N. The Developer has complied with all permissions, sanctions and approvals granted/issued by MCGM with respect to the proposed development of the Building Godrej ONE.
- O. The Purchaser has demanded from the Developer and the Developer has provided inspection of Indenture, the Deed of Right of Way, property register cards (in the name of the G&B), building plans approved by MCGM (in the name of the promoter partner of the Developer) and all other related permissions, orders and documents relating to the construction of the Building as specified under MOFA and the rules made thereunder, which is hereby acknowledged and confirmed as read, understood, and accepted by the Purchaser. The Purchaser is duly satisfied with the contents thereof and undertakes not to raise any objection in that regards.
- P. This Agreement is entered into between the Developer and the under the provisions of the MOFA and the following annexures are annexed hereto and are respectively marked as f
 - (a) Plan of the Land (Annexure B);
 - (b) Floor Plan of the Unit (Annexure C);
 - (c) Car parking plan for the Car parks (Annexure D);
 - (d) Property Card (Annexure E); and
 - (e) Commencement Certificate bearing Ref. No. CE/1215/BPES/AS dated 28/1/2011 (Annexure F).
- Q. The Developer has represented to the Purchaser that the advocates of the Developer have already initiated steps to verify and investigate the title of G&B to the Land, and to the Developer's entitlement as the owner, assignee under the Indenture, and the right of the Developer under the Developer has further represented to the





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Purchaser that the advocates expect to complete their tille of vestigation shortly, and to issue their Title Certificate to the Developer. The Developer has informed the Purchaser that within 120 days from the execution of this Agreement, the Developer will procure and furnish to the Purchaser a Title Certificate from its advocates certifying its title to the Land, subject to the performance and observance of the covenants and stipulations contained in the Indenture. Parties to this Agreement shall execute an addendum, if required, to record compliance of this condition.

- R. In the premises, the Purchaser has agreed to purchase the Premises from the Developer on terms and conditions set out under this Agreement. As required under Section 4 of MOFA, the Parties are desirous to record the terms and conditions hereinafter appearing and to register the same under the provisions of The Registration Act, 1908.
- S. The Developer has informed the Purchaser that the Developer will be entering into separate agreements with several other purchaser/s for allotment/sale/lease for the balance units of the Building and other building/s to be constructed/being constructed by the Developer in Phase-1, and will continue to develop the balance portion of the Land.

NOW THIS AGREEMENT WITNESSES AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

The Developer is constructing the Building on a portion of Phase 1. as demarcated on the Plan (see Annexure B). The Building sha of two level basements plus Ground Plus 11 upper floors for commercial use in accordance with the building plans approved by MCC variations to and modifications thereto as the Developer necessary or desirable and/or as may be required/a MCGM/government. Purchaser hereby The unconditionally consents to the same and such consent of the Purchase shall be deemed to be his/her/their/its consent, contemplated by Section 7(1) (ii) of MOFA. The Developer shall not be required to seek any further consent of the Purchaser for the same. The Purchaser also undertakes not to raise any objections in this behalf at any time whatsoever. Provided That the Developer agrees to obtain prior written consent of the Purchaser in respect of such variation or modification, which may adversely affect the Premises of the Purchaser.

2. The presently sanctioned Project layout, Phase-1 layout and building plan of the Building have been inspected by the Purchaser and the Purchaser is fully satisfied with the same.

2.1. (a) The Developer hereby agrees to observe, perform and all the terms, conditions, stipulations and restrictions, if any been imposed or which may hereafter be imposed by

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authorities while sanctioning the Project layout or Phase 2012 out and building plans of the Building or at any other time hereafter and the Developer shall, before handing over possession of the Premises to the Purchaser, obtain the occupation certificate in respect of the Premises from the concerned authorities. The Purchaser shall be bound by all such terms, conditions and restrictions (including those imposed by the authorities while granting the occupation certificate in respect of the Premises or the Building) as may be applicable from time to time.

- Since the Land is being developed by the Developer in a phased (b) manner to be determined by the Developer in its absolute discretion from time to time, the Purchaser acknowledges and agrees that the Developer may, at any time, vary/modify the building plans of the Building or redesign any of the other buildings/structures to be constructed in Phase-1 or the overall Project or construct floors or any extension (whether laterally or horizontally) on the Building or design or amend the Project layout and/or the Phase-1 layout as it deems fit in its sole discretion subject however to the sanction to the concerned authorities or may undertake any of the aforesaid if required by the concerned authorities. The Developer shall be entitled to dispose of on ownership basis or otherwise deal with such constructed areas as absolute owners thereof. The Purchaser hereby expressly and unconditionally consents (and undertakes not at any time to raise any objections in this behalf) to such variation, redesign or amendment and such consent of the Purchaser shall be deemed to be his consent as contemplated by the MOFA.
- Phase-1 (including the Building), form part of the Project about being developed by the Developer on the Land and that the Developer will be constructing the multi-facility complex comprising of office buildings, and which complex may include food outlets, hospitality complex, recreational and other facilities and administration of the Land as approved from time to time by the concerned authorities.
 - (b) The Developer has informed the Purchaser and the Purchaser is aware that in addition to units to be constructed in the Building, the Developer will be entitled, if required, to construct further structures ancillary to the Building such as pump rooms, meter rooms, underground tanks, sewerage treatment plant, watchman room, substation for power supply company etc. on portion of the Phase-1 Land. In addition to the said ancillary structures, the service lines common to the Building and other buildings being constructed on the Land/Phase-1 Land shall pass through portion of the Phase-1 Land upon which the Building is being constructed and other amenities and facilities which are common for the use of the Building and other buildings being constructed on the buildings being constructed by the buildings being c





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Land/Phase-1 Land and for which the Developer will not be required to take any further consent of the Purchaser under this Agreement.

- (c) The Purchaser has been informed and is aware that the buildable area on the basis of the available Floor, space Index ("FSI") has been sanctioned for the Project Leyout as a single land. Further, the Purchaser has been informed and acknowledges that the built-up area of the Building may not be proportionate to the area of the Phase-1 Land on which the Building is being constructed in apportion to the total area of the Phase-1 Land taking into account the fall-up area of all buildings to be constructed thereon. The Developer may, in its sole discretion, may allocate such buildable FSI for each of the buildings being constructed on the Phase-1 Land as it thinks fit and the purchasers of the premises in such buildings (including the Purchaser) shall not be entitled to question or dispute the same or claim any additional FSI or buildable area in respect of any of the building or the Phase-1 Land. The Purchaser acknowledges that the Developer alone is entitled to utilize the entire FSI of the Land heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all of such FSI for construction of buildings and development of facilities and/or amenities on any part of the Land or elsewhere as may be permitted and in such manner as the Developer deems fit. The Purchaser hereby confirms and declares that he shall not dispute the same or have any right to raise any objection in regard thereto for any reason whatsoever.
- (d) Neither the Purchaser nor any of the other purchasers of premises in the buildings being constructed on Phase-1 Land (including the Building) nor the Body of Purchasers to be formed of purchasers of premises in such buildings (including the Building) shall be entitled to claim any FSI howsoever available on the Land. All FSI at any time available in respect of the Land in accordance with the Project layout or any part thereof shall always belong absolutely to the Developer.
- 4. (a) The Purchaser hereby agrees to purchase and the Developer hereby agrees to sell to the Purchaser, Unit No. 5c admeasuring 27864.63 square feet (equivalent to 2588.68 square meters) of carpet area on 5th floor in the Building for the lump sum consideration of Rs. 58,22,89,458/- (Rupees Fifty Eight Crores Twenty Two Lakhs Eighty Nine Thousand Four Hundred and Fifty Eight Only) ("Purchase Price") on what is known as "ownership basis" under the provisions of MOFA.
 - (b) No separate consideration/compensation is payable by the Purchaser to the Developer for the exclusive right to use 43 car parking spaces as mentioned in recital K(i) hereinabove and also the right to use the common areas and facilities of the Building (see Fourth Schedule).

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- (c) The specifications, fixtures and fittings to be provided by the Developer in the Building and pertaining to the Unit are specified in the Third Schedule. The Purchaser is satisfied about the specifications, fixtures and fittings agreed to be provided by the Developer and undertakes that the Purchaser shall not raise any objection in respect thereof hereafter.
- (d) The Purchaser shall pay the Purchase Price of Rs. 58,22,89,458/-(Rupees Fifty Eight Crores Twenty Two Lakhs Eighty Nine Thousand Four Hundred and Fifty EightOnly) to the Developer in the following manner –
- (i) Rs.11,64,57,892/- (Rupees Eleven Crores Sixty Four Lakhs Fifty Seven Thousand Eight Hundred Ninety Two Only) being 20 % of the Purchase Price, paid prior to or simultaneously with the execution of this Agreement and which amount shall be appropriated as earnest money (the payment or receipt whereof the Developer hereby admits and acknowledges);
- (ii) Rs.11,64,57,892/- (Rupees Eleven Crores Sixty Four Lakhs Fifty Seven Thousand Eight Hundred Ninety Two Only) being another 20 % of the Purchase Price towards part payment, paid simultaneously with the execution of this Agreement hereby addrnift and acknowledges);
- (iii) Rs.5,82,28,946/- (Rupees Five Crores Eighty Two Likhs Wenty)
 Eight Thousand Nine Hundred and Forty Six Only, being 10 %
 the Purchase Price, on completion of the 6th floor slab which that the fall due on or before June 1, 2012;
- (iv) Rs.5,82,28,946/- (Rupees Five Crores Eighty Two Lakhs Twenty Eight Thousand Nine Hundred and Forty Six Only) being 10 % of the Purchase Price, on completion of RCC work which may be fall due on or before September 1, 2012;
- (v) Rs. 5,82,28,946/- (Rupees Five Crores Eighty Two Lakhs Twenty Eight Thousand Nine Hundred and Forty Six Only) being 10% of the Purchase Price, on commencement of façade installation on site which may be fall due on or before December 1, 2012;
- (vi) Rs. 5,82,28,946/- (Rupees Five Crores Eighty Two Lake Eight Thousand Nine Hundred and Forty Six Only) be the Purchase Price, on completion of 50% of façade installation works which may be fall due on or before 2013;



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(vii) Rs. 5,82,28,946/- (Rupees Five Crores Eighty Two Lakers Twenty Eight Thousand Nine Hundred and Forty Six Only) being 10 % of the Purchase Price, on completion of all installation on site which may be fall due on or before June 1, 2013;

- (viii) Rs. 5,82,28,946/- (Rupees Five Crores Eighty Two Lakhs Twenty Eight Thousand Nine Hundred and Forty Six Only) being 10 % of the Purchase Price, on possession of the Unit which may be fall due on or before September 1, 2013.
- (e) The Purchaser agrees and confirms that the certificate of the Developer shall be conclusive proof that the plinth or the casting of the respective slabs or other respective stages for payment of installments under Clause 4 (d) above are completed as mentioned in the letter of intimation from the Developer to the Purchaser, and the Purchaser shall make payments of the respective installments within 7 (seven) days from date of receipt of letter of intimation from the Developer, time being of the essence to such agreement. The Purchaser shall not be entitled to raise any objections with regard to the completion of the plinth or casting of the respective slabs or completion of respective stages or the certificate of the Developer.
- (f) As soon as the Building is notified by the Developer as camplet and the Developer has obtained occupation certificate that offere possession of the Premises to the Purchaser, the Purchaser shall have to the Developer all balance installments of the Purchase Price (it as year pending) and all other amounts/deposits payable under this within 7 (seven) working days of receipt of such written notice however in any event prior to taking actual possession of the Premises.
- (g) The Purchaser hereby understand/s and agrees that, save and except for the intimation from the Developer as provided under Clause 4 (e) above, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Purchaser as per the payment schedule mentioned in Clause 4 (d) above, and the Purchaser shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.
- or other taxes which are leviable or become leviable under the provisions of the applicable law or any amendments thereto pertaining or relating to the sale of Unit, shall be paid by the Purchaser on demand made by the Developer within 7 (seven) working days, and the Purchaser shalf indemnify and keep indemnified the Developer from and against the same.



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6. The Purchaser shall, before taking actual possession of the Premises and within 7 (seven) days of intimation being received from the Developer, in addition to the Purchase Price, keep deposited with the Developer the following amounts, aggregating to

Rs.3,06,246/- (Rupees Three Lakhs Six Thousand Two Hundred and Forty Six Only) -

- (i) Rs.15,000/- (Rupees Fifteen Thousand Only) towards payment of legal charges;
- (ii) Rs.1,100/- (Rupees One Thousand One Hundred Only) for share money, application/entrance fee etc.;
- (iii) Rs.7,500/- Rupees Seven Thousand five Hundred Only) towards deposits to be paid to the concerned authorities/private companies towards supply of water, electricity, gas, telephone connection or any other service connection in relation to the Building;
- (iv) Rs.4,000/- (Rupees Four Thousand Only) for formation and registration of the co-operative society/condominium/limited company ("Body of Purchasers") to be promoted/registered by the Developer at its sole discretion as it deems fit and proper in manner mentioned hereinafter;
- (v) Rs.1,39,323 /- (Rupees One Lakh Thirty Nine Thousand Hundred and Twenty Three Only) towards ad-hod maintenand management charges to be deposited with the Service Provider, as the case may be, as directed by the for the purpose of management and maintenance of the and its vicinity for the initial period of 12 months;
- (vi) Rs.1,39,323/- (Rupees One Lakh Thirty Nine Thousand Three Hundred and Twenty Three Only) for the purpose of ad-hoc maintenance of amenities and facilities for the initial period of 12 months as listed in the Fourth Schedule.
- The deposits/amounts towards the respective heads as mentioned in Clause 7 above are as per the present estimate, and are subject to modification by the Developer at its sole discretion. Such deposits/amounts shall not carry any interest. The un-utilized amounts as mentioned in Clause 7 (v) above will be transferred to the Body of Purchasers as and when formed. The Purchaser agrees to pay any deficit in respect of the amounts/deposits mentioned in Clause 7 above to the Developer, within 7 (seven) days of demand made in respect thereof. Save and except for amounts mentioned in Clause 7 (v) above, the Developer





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shall not be liable to render any account of amounts and/or the Body of Purchasers as and when formed.

- The Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of portion of the Phase-1 and the Building, including but not limited to local taxes, property taxes, rates, duties, assessments, premiums, impositions, betterment charges or other levies imposed by MCGM and/or concerned authorities, and also all outgoings with respect to water charges, insurance, common electricity bills, sinking fund, repair and maintenance of common staircase, lifts, sanitation, fire fighting equipments, close circuit TV, salaries of clerks, bill collectors, watch and ward, security, sweepers and other personnel and all other expenses necessary and incidental to the management and maintenance of the Building as also the common services, internal roads, lights and other conveniences and utilities as will be available in common for the buildings to be constructed on the Land, within 7 (seven) days of intimation from the Developer that the Premises are ready for possession, but prior to taking actual possession thereof. The decision of the Developer with regard to payment of any of the amounts mentioned herein, and the share and contribution payable by the Purchaser, shall be final and binding on the Purchaser who shall not, under any circumstances, raise any objection with regard to the same.
- The Purchaser further agrees that till the proportionate share of required to be paid as stated hereinabove by the Purchaser is required to be paid as stated hereinabove by the Purchaser is required to be paid as stated hereinabove by the Purchaser shall pay to the Developer/Body of Purchaser (refined hereinafter) provisional monthly contribution towards the said outgoing as the Developer shall separately inform the Purchaser at any time of the handing over possession of the Premises to the Purchaser. The annual paid by the Purchaser to the Developer shall not carry any interest and shall remain deposited with the Developer till the formation of the Body of Purchasers.
- 10. Without prejudice to other rights of the Developer hereunder or otherwise in law, the Purchaser agrees to pay to the Developer, interest at the rate of 18% per annum on all the amounts which become due and payable by the Purchaser to the Developer under the terms of this Agreement, from the dates of the said amounts becoming due and payable by the Purchaser to the Developer till full realization thereof. However such delay in payment shall not exceed beyond a period of 60 (sixty) days from the due dates thereof.
- 11. (a) If the Purchaser fails to pay any installment of the Purchase Price or amounts/deposits under Clause 7 above or any other amounts/charges payable to the Developer in terms of this Agreement within a period of 30 (thirty) days from the date on which such amounts became due/payable; the Developer, without prejudice to its other rights and remedies, shall be

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entitled to terminate this Agreement forthwith by addressing a written notice to the Purchaser. The Developer will be entitled upon such termination of this Agreement to sell and/or dispose of the Premises (or any part thereof) in favour of any third party or person as the Developer may deem fit at such price and on such terms as the Developer may deem fit and the Purchaser agree and confirm that he/she/it/they will have no right to question or object to or obstruct or interfere with such sale/disposal of the Premises (or any part thereof) or the price for which the Premises (or part thereof) are sold.

Upon termination of this Agreement by the Developer in

(b)

deems fit.

accordance with Clause 12 (a) above, the Developer shall be entitled to forfeit 20% of the Purchase Price together with the amount of interest payable by the Purchaser in terms of this Agreement from the dates of default in payment till the date of termination and refund the balance amounts (if any) to the Purchaser without any interest, compensation or claim for any damage or costs, charges and expenses whatsoever. Upon termination of this Agreement in the circumstances mentioned above, the Parties shall execute and register a Deed of Cancellation. If the Purchaser does not accede to the Developer's request to execute/register the Deed of Cancellation within 15 days of termination, the Developer shall be entitled to proceed to execute/register it with the appropriate Sub-Registrar including as an authorized constituted attorney of the Purchase Purchaser hereby confirms. Parties further confirm that a default in such execution/registration shall not prejudice the the Developer's right to forfeit and refund the balance to and the Developer's right to sell/transfer the Premises to all

12. The Developer will hand over possession of the Premises to the Purchaser, after obtaining occupation certificate (part or full) from MCGM on or before 1st day of September 2013 ("Delivery Date"), with further 6 months grace period allowed to the Developer PROVIDED THAT the (a) Purchaser has not committed any default in making payments to the Developer of the respective installments of the Purchase Price on their due dates, (b) Purchaser is willing and ready to make full payment of all amounts/deposits payable to the Developer in terms of Clause 7 above and/or any other amounts /charges payable to the Developer under this Agreement, and (c) prior to such date, and the Purchaser is not in breach of any other terms and conditions of this Agreement.

for such consideration and on such terms and conditions as th

PROVIDED HOWEVER that the date for giving possession of Premises to the Purchaser shall stand automatically extended, a occurs on account of –





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- (i) Non-availability of cement, steel or other building material, water or electric supply/connection or drainage/sewerage connection; or
- (ii) War, civil commotion or act of god; or
- (iii) Any prohibitory order of any court against the development of the Building/Land; or
- (iv) Any notice, orders, rules, regulations, notification or directive of the Government and/or local or public or private body or authority or any other competent authority or any court, tribunal or any quasi judicial body or authority; or
- (v) Delay in issue of the occupation certificate and/or grant of any NOC, permission, approval, sanction, license and/or order as may be required in respect of the Premises/Building; or
- (vi) Delay due to Force Majeure circumstances or conditions or any other causes beyond the control of or unforeseen by the Developer or their agents, including strikes or agitation by the workers, employees or labourers of the Developer or the contractors suppliers; or
- (vii) Any delay/default by the Purchaser in paying amou and payable under this Agreement.
- If the Developer, for any reason other than those stated 13. above, is unable to give possession of the Premises on the Deli then the Purchaser shall have the option to terminate this Agreement upon such termination by the Purchaser, the Developer shall be liable to refund to the Purchaser all amounts already received by the Developer till then under this Agreement together with simple interest at 9% per annum from the date of receipt of the respective sums till the amount and interest thereon is repaid in full. It is further agreed that upon refund of such amount as hereinabove mentioned, the Purchaser shall have no right, title or interest, claim, demand or dispute of any nature whatsoever either against the Developer or in respect of the Premises in any manner whatsoever and the Developer shall be entitled to deal with and dispose of the Premises to any person or party as the Developer may desire in its absolute discretion. Upon termination of this Agreement in the circumstances mentioned above, the Parties shall execute and re-Deed of Cancellation.
- 14. The Purchaser shall take possession of the Unit within 7 (sever) working days of intimation by the Developer. The Purchaser shall, on expiry of the 7 (seven) working days or upon receiving possession of the Premises



(whichever is earlier), be deemed to have accepted the Unit, in consonance with this Agreement, and shall thereafter, not have or make any claim/s, against the Developer, with respect to any item of work alleged not to have been carried out or completed. The Purchaser expressly understands that from such date, the risk and ownership to the Unit shall pass and be deemed to have passed to the Purchaser.

- 15. (a) The Building shall be constructed and completed in accordance with the sanctioned plans and specifications mentioned in this Agreement, and if any structural defect in the Unit/Building and/or defect in material used or damage caused by reason of workmanship in construction is brought to the notice of the Developer within a period of 3 (three) years from the date of handing over possession, it shall wherever possible be rectified by the Developer without further charge to the Purchaser. However, Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural defect to the Unit/Building or defective material being used or regarding quality of workmanship of the construction.
 - (b) Where there is a dispute as regards any defect in the Unit/Building or material used or quality of workmanship or any unauthorized change in the construction or as to whether it is reasonably possible for the Developer to rectify any such defect or change, or as regards the amount of reasonable compensation payable in respect of any such defect change which cannot be, or is not, rectified by the Developer, the latter shall, on payment of such fee as may be prescribed, and within a period of 3 (three) years from the date of handing over possession, by the period of decision of the competent authority specified under Section (2)
 - (c) If after the date on which the Purchaser has taken possessing Unit, any damage due to wear and tear of whatsoever nature is caused to thereto (save and except the defects as mentioned in Clause 16 (a) above), the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser and the Purchaser alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

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16. Without prejudice to the other rights of the Developer hereunder, the Developer shall in respect of any amounts remaining unpaid by the Purchaser, under the terms and conditions of this Agreement, have a first charge/lien to the Unit, and the Purchaser shall not transfer the same in any manner, whatsoever, without making full payment of all amounts payable by the Purchaser under this Agreement, to the Developer.



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- the terrace spaces, if any, in the Building and which and sold to any purchaser shall belong exclusively to that purchaser, it being agreed that such terrace space is intended for the exclusive use of such purchaser. It is also understood and agreed by and between the Parties hereto that the area appurtenant to Unit No. 12 a is intended for the exclusive use of the purchaser of that unit. It is clarified that unless specifically so sold, all terrace spaces in the Building shall continue to belong to the Developer (unless earmarked as common area for the Building) and in respect of which the Developer shall be entitled to become member of the Body of Purchasers and be allotted shares of such Body of Purchasers. The Purchaser shall not, at any time, enclose or cover in any manner the terrace space, if any, sold to him under any circumstances.
 - (b) The Purchaser agrees that the Developer may permit access to the terrace to all purchasers of premises in the Building, but subject to the exclusive right of the Developer to use present and future FSI to construct one or more additional floors that the Developer is or may become entitled to construct in the Building as part of phase-wise development of the Land/Building Land. It is clarified that such terrace area shall vest in the Body of Purchasers as a common area for common use of all purchasers in the Building only after the Developer has fully exited from the project handing over charge thereof to the Body of Purchasers in terms of this Agreement.
 - (c) The Purchaser hereby expressly grants consent to the Developer to construct additional floor or floors or structures or any square on the terrace as the Developer shall deem fit and the Developer shall be entitled to deal with, dispose of or alienate such additional floor or least space on the terrace as without any reference to the Purchase after formation of the Body of Purchasers, without any reference to or consent of the Body of Purchasers and the purchaser shall not be entitled to dispute or object to the same. In the event of such additional floors being built, the provisions herein in respect to the terrace above the top floor of the Building shall be applicable to the new terrace above the ultimate top floor of the Building. The Purchaser is conscious that construction by the Developer of such additional floor/s will cause attendant noise, inconvenience and movement of personnel/labor in the Building. The Purchaser undertakes not to object to or hinder the same.
- 18. (a) Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Building, Land or any part thereof in favour of the Purchaser. The Purchaser shall have no claim save and except in respect of the Premises and all common areas, amenities and facilities specified in Third Schedule will remain the property of the Developer until the formation of the Body of Purchasers.

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(b) All unsold and/or unallotted premises, areas and spaces in the Phase-1 Land, Building Land and the Building, including without limitation, terraces, parking spaces and other spaces in the basement and anywhere else in the Building and Building Land shall always belong to and remain the property of the Developer and the Developer shall continue to remain in overall possession of such unsold and/or unallotted premises and shall be entitled to enter upon the Building Land and the Building to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary. The Developer shall without any reference to the Purchaser, be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted premises and spaces, as it deems fit. The Developer shall be entitled to enter in separate agreements with the purchasers of different premises in the Building on terms and conditions decided by the Developer in its sole discretion.

(c) The Purchaser hereby consents to the Developer dividing the basement into car parking spaces, store rooms, storage spaces and any other areas as may be decided by the Developer. The Developer shall be entitled to allot, grant a right to use of, sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever such spaces and areas in the Building.

(d) The Purchaser hereby consents to the Developer constructor, and additional area in the Building or additional structure(s)/in the percent building(s) on the Phase-1 Land or anywhere on the Land as that Developer may in its absolute discretion think proper and to deal with and/or dispose of the same as it may deem fit in its solutions without any reference to the Purchaser and the Purchaser shall not dispute or object to the same. The right hereby reserved unto the Developer shall be available to until the formation of the Body of Purchasers.

(e) The Purchaser hereby consents that the Developer may and shall always continue to have the right to place/erect hoarding/s, which may or may not be illuminated and/or other signs including neon signs on the Phase-1 Land or the Building (including the terrace and parapet walls) or other buildings in Phase-1 and for that purpose the Developer will be entitled to and is fully authorized to allow temporary or permanent construction or erection or installation either on the exterior of the Building, other buildings in Phase-1 or on the Phase-1 Land, as the case may be, and the Purchaser agrees not to dispute or object to the same. The Developer shall have the right to sell, license, lease or otherwise transfer the right of the Developer under this Clause. The Developer shall not be liable to pay any amount for exercise of this right to the Body of Purchasers provided that if any municipal taxes become parable in



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relation to the user, the same shall be borne and paid and/or by the transferee, if any.

- 19. (a) It shall be the absolute discretion of the Developer to form such Body of Purchasers (being either a co-operative society/condominium/limited company), as it may deem fit and proper in respect of the Building and Building Land or, as the case may be to form a composite Body of Purchasers of all Phase-1 Buildings and the Phase-1 Land. In the alternate, the Developer may form the Body of Association for each phase in the Project for the purpose of management and maintenance and for an apex association for the entire Project.
 - (b) The Purchaser agrees and undertakes, to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and articles of association drafted/adopted by the Developer for the Body of Purchasers, necessary for the formation and registration of the Body of Purchasers within 10 (ten) days from intimation by the Developer. The Purchaser agrees not to object to any changes/amendments made by the Developer in the draft/model bye-laws/memorandum and articles of association for the Body of Purchasers. The Purchaser shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer and the other purchasers of premises in the Building. The Purchaser shall bound by the rules, regulations and bye-laws/memorandum and the contained in the Indenture.
 - (c) The Developer shall become a member of the Body to the extent of all unsold and/or unallotted premises, areas at the Building.
 - (d) The Developer shall endeavour, within 4 (four) months of the formation/registration of the Body of Purchasers, [but only after the completion of the Phase-1 or later at the option of the Developer], execute a deed of assignment/transfer (or such other document, as the Developer may be advised in keeping with the Indenture) transferring/vesting the Land/Building Land (or any part thereof) and the buildings constructed thereon in favour of the Body of Purchasers. All costs, charges and expenses including stamp duty, registration charges and expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the Body of Purchasers/all purchasers of premises in the building/s in the same proportion as the carpet/built up area of the premises bears to the total area of all the premises in the said building/s.
- 20. (a) By executing this Agreement, the Purchaser agrees and consent the appointment by the Developer of any agency, firm, corporated





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organization, association or any other person ("Facility Management Company") to manage, upkeep and maintain the Building together with other Phase-1 Buildings and the Phase-1 Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may be required to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building (including the Purchaser's proportionate share of the outgoings as provided under Clauses 9 and 10 above). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the Body of Purchasers. The Purchaser hereby grants its/her/his/their consent confirming such agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser and/or Body of Purchasers for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company and/or such other agency, firm, corporate body, organization, association or any other person/s in the due course of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto.

(b) The Purchaser agreed to pay the necessary fees determined by the Developer/Facility Management Compan

(c) The Purchaser further agrees and undertake/s to be out from time to time to sign and execute all papers, documents, decoration of the writings as required, at the sole discretion of the Developer/ Management Company, for the purposes of framing rules for management of the Building and use of the Premises by the Purchaser for ensuring safety and safeguarding the interest of the Developer/Facility Management Company and other purchasers of premises in the Building and the Purchaser also agrees and confirm/s not to raise any disputes/claims against the Developer/Facility Management Company and other purchasers of premises in this regard.

21. (a) The Purchaser shall at no time demand partition of his/her/their/its interest in the Premises/Building/s or any part thereof, it being hereby expressly, agreed, understood and confirmed by the Purchaser that his/her/their/its interest in the Premises/Building/s or any part thereof is impartiable. The Purchaser shall have no claim against the Developer save and except in respect of the Premises hereby agreed to be sold/allotted to the Purchaser.

Company") to manage, upkeep and maintain the Building together with other Phase-1 Buildings and the Phase-1 Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may be required to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect of the Building (including the Purchaser's proportionate share of the outgoings as provided under Clauses 9 and 10 above). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the Body of Purchasers. The Purchaser hereby grants its/her/his/their consent confirming such agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser and/or Body of Purchasers for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company and/or such other agency, firm, corporate body, organization, association or any other person/s in the due course of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto.

(b) The Purchaser agreed to pay the necessary fees determined by the Developer/Facility Management Compar

time to time to sign and execute all papers, documents, the said of the writings as required, at the sole discretion of the Develop Management Company, for the purposes of framing rules for management of the Building and use of the Premises by the Purchaser for ensuring safety and safeguarding the interest of the Developer/Facility Management Company and other purchasers of premises in the Building and the Purchaser also agrees and confirm/s not to raise any disputes/claims against the Developer/Facility Management Company and other purchasers of premises in this regard.

21. (a) The Purchaser shall at no time demand partition of his/her/their/its interest in the Premises/Building/s or any part thereof, it being hereby expressly, agreed, understood and confirmed by the Purchaser that his/her/their/its interest in the Premises/Building/s or any part thereof is impartiable. The Purchaser shall have no claim against the Developer save and except in respect of the Premises hereby agreed to be sold/allotted to the Purchaser.

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- (b) The Purchaser agrees and undertakes, that the Purchaser shall not be entitled to sell, mortgage, let, sub-let, or give on leave and license and/or part with the Purchaser's interest or benefit under this Agreement or part with possession of the Unit except with the prior written consent of the Developer, which consent the Developer may grant with or without imposing any conditions as the Developer may deem fit and provided always that the Purchaser has not committed any breach or non-observance of any of the terms and conditions of this Agreement and the Purchaser has caused the proposed transferee to execute all documents required by the Developer by which the proposed transferee binds itself to the terms of this Agreement.
- (c) The Purchaser shall comply with applicable law, rules and regulations (including the rules, regulations and bye-laws/memorandum and articles of association of the Body of Purchasers formed in respect of the Building and/or other buildings in Phase-1) in relation to the transfer of Premises and the Purchaser and/or transferee all be liable for payment of stamp duty, registration charges, premia, taxes/levies and other costs/charges/expenses payable to the Developer or Body of Purchasers in relation to the transfer and in relation to all documents and/or writing executed/to be executed in respect of or pertaining to the transaction envisaged in this Agreement or any permitted transfers executed by the Purchaser or the subsequent transferee of Premises and the Purchaser and such subsequent transferee shall indemnify and keep the Developer and the Body of Purchasers fully and effectually indemnified from and against the same.

22.

The Purchaser agrees and undertakes that on receip (a) the Purchaser shall carry out any fit-out/interior wets accordance, with the rules and regulations framed by the Deve of Purchasers ("Fit-Out Manual") and without causing an to the other purchasers of premises in the Building. The Fitwill be shared alongwith the possession letter. Without prejudice to the aforesaid, if the Purchaser makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Unit or the Building, the Developer shall be entitled to call upon the Purchaser to rectify the same and to restore the Unit and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Purchaser does not rectify the breach within the such period of 30 out carry may Developer the (thirty) days, rectification/restoration to the Unit or the Building (on behalf of the Purchaser) and all such costs/charges and expenses incurred by the Developer shall be reimbursed by the Purchaser. If the Purchaser falls reimburse to the Developer any such costs/charges and expenses (seven) days of demand by the Developer, the same would it be a charge on the Unit. The Purchaser hereby indemnifies and always keep saved, harmless and indemnified, the Developer (i)





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against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Premises or the Building and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Unit or the Building.

Upon the possession of the Premises being delivered to the (b) Purchaser, the Purchaser shall be deemed to have granted a license to the Developer, its engineers, workmen, labourers or architects to enter upon the Unit by reasonable notice in writing or in case of emergency without notice, for the purpose of rectifying any defect or damage to the Building or if necessary any part of the Unit provided the Unit is restored to the same condition, as far as possible, after the restoration work or rectification of the defect or damage caused due to any act of commission or omission of the Purchaser or his agents and the Purchaser shall reimburse and/or pay to the Developer or any other person the loss or damage suffered by them on account of the act of the Purchaser or his agents. The Developer shall not be liable for any theft or loss or inconvenience caused to the Purchaser on account of entry to the Unit as aforesaid. If the Unit is closed and in the opinion of the Developer any rectification or restoration is necessary in the interest of the Building and/or purchasers therein, the Purchaser consents to the break open the lock on the main door/entrance of th Developer shall not be liable for any loss, theft or inconv

23. It is also clearly understood and agreed by the Parties that

the Purchaser on account of such entry into the Unit.

The Developer reserves to itself the unfettered right to the (i) and complete right of way and means of access over, along and under all the internal access roads in the Land and any common rights of ways with the authority to grant such rights to the Purchaser and/or users of premises in the buildings being constructed on the Land (present and future) at all times, during all hours of day and night by foot as also by vehicles of all description howsoever propelled and whether laden or unladen and the right of access to the Land for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment thank underground tanks, substation of power supply company etc. situated on the Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Land and if necessary to

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or along the land

connect the drains, pipes, cables etc. under, over or along the land appurtenant to each and every building to be constructed on the Land (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the Purchaser / other occupants of premises in building constructed on the Land.

- (ii) Necessary provisions for the above shall be made in the Deeds of Transfer/Assignment/Declaration/Deeds of Apartments to be executed in respect of the sale/transfer of premises in the buildings to be constructed on the Land. The Purchaser hereby expressly consents to the same.
- 24. Any delay tolerated or indulgence shown by the Developer, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Purchaser by the Developer, shall not be treated/construed /considered, as a waiver or acquiescence on the part of the Developer of any breach, violation, non-performance or non compliance by the Purchaser of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/remedies of the Developer.
- 25. The Purchaser with intention to bind himself/herself/themselves/itself and all persons/companies into whomsoever hands, the Premises come and his/her/their/its successors in title/legal heirs, administrates estimated assigns, does hereby, covenant with the Developer as follows.
 - (a) To use the Premises or permit the same to be commercial purpose under the rules, regulations at the Body of Purchasers, and MCGM;
 - (b) To maintain the Premises, at the Purchaser costs and expension good and tenantable repair and condition, from the date of possession of the Premises being given by the Developer to the Purchaser;
 - (c) Not to do or permit to be done anything in the Building and or to the staircases, landings, lobbies, passages, lifts and other common areas, amenities, amenities, facilities therein or pertaining thereto which may be against the rules, regulations or byelaws/memorandum or articles of association to be framed by the Body of Purchasers or concerned authorities;
 - (d) To install air-conditioner/s only in the space defined/identified by the Developer, in the Unit/s, for the same, and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed, by the Developer, in respect of the same;





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- (e) Not to make any structural alterations or additions of whatsoever nature, in the Premises and/or change the exterior façade of the Building, floor lobby, common passage windows, elevation or the colour scheme, fittings, fixtures and other specifications in the common areas, amenities in the Building, or the tiling / layout in / of the compound of the Building, or make any change in the landscaping, gardens or any part of the Land on which the Building has been constructed, in any manner, whatsoever, so as to alter the original appearance thereof, as provided by the Developer, at the time of giving possession;
- part thereof, nor at any time make or cause to be made any additions or structural alterations of whatever nature, in or to the Premises or any part thereof (including removing or breaking down internal walls in the Premises), nor any alteration in the elevation and outside the Building, and shall keep the Unit, sewerages, pipes, drains in the Unit/s and appurtenances thereto, in good and tenantable repair order and condition so as to support, shelter and protect other parts of the Building, and shall not chisel or in any other manner, damage the columns, walls, beams slabs or RCC pardis or the structural member of the Premises;

(g) Not to store in the Premises, any goods, objects, materials which are of hazardous, combustible or dangerous nature or are so as to damage the construction or structure of the Building

(h) Not to throw dirt, rubbish, garbage, rags or other refuse of the same to be thrown from the Premises into the compound portion of the Building or the Land or any part / portion the

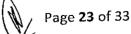
(i) Not cause any nuisance, hindrance, disturbance and annoyone other purchasers of premises in the Building or other occupants or users of the Building, or visitors to the Building, and also occupiers of any adjacent, contiguous or adjoining properties;

(j) Pay to the Developer, within 7 (seven) working days of demand, by the Developer his/her/their/its share of deposits, if any, demanded by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility connection to the Premises or Building;

(k) Not to at any time demand partition of the Purchaser

Premises;





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Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the Premises or any part thereof, to view and examine the state and condition thereof or to repair the same, at the cost of the Purchaser;

(1)

- To observe and comply with all the rules, regulations and bye-(m) laws/memorandum/articles of association which the Developer may specify and those which the Body of Purchasers may adopt or frame at its/their inception and/or additions alterations or amendments thereto, that may be made from time to time, including those for the protection and maintenance of the Building and the premises therein, and for the observance, performance and compliance of the building rules and regulations and bye-laws for the time being of the concerned authorities. The Purchaser shall also observe, perform and comply with all the stipulations, terms and conditions laid down by the Developer/Body of Purchasers regarding use of all common areas, amenities and facilities in the Building and the Purchaser shall pay and contribute regularly and punctually towards all the rates, taxes, cesses, assessments, levies, expenses and all other outgoings payable in accordance with the terms and conditions of this Agreement. Further, the Developer is not bound to give any reminder notice regarding such payment and the failure thereof, shall not be a plea or an excuse for nonpayment of any amount or amounts on their respective due dates;
- (n) Not to cover or enclose in any manner whatsoever terrace/s, the open balcony/ies, verandah, car parking other open spaces forming a part or appurtenant to the Building, without the prior written permission Developer/Body of Purchasers/concerned authorities.
- (o) Not do or permit to be done any act or thing which may referent void or voidable any insurance of the Building or Land or any part thereof, or whereby, or by reasons whereof, increased premium shall become payable; and
- (p) After possession of the Premises is handed over the Purchaser, the Purchaser shall insure the Premises from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, natural calamity or any other cause beyond reasonable human control, and the Developer shall not be responsible for any loss/damage suffered thereafter.
- 26. The Developer may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations.





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in respect of the Project, provided that such assignment or transfer does not affect or prejudice the rights of the Purchaser herein in respect of the Premises. On such transfer, the assignee or transferee of the Developer shall be bound by the terms and conditions herein contained.

- The Developer if it so desires shall be entitled to create security on the 27. Land together with the building(s) being constructed thereon (including the Building) by availing loans/financial assistance/credit facilities from banks/financial institutions, against securities thereof, save and except the Premises allotted hereunder. The Developer shall be entitled to and be at liberty to sign mortgage deeds, loan agreements and other documentation whether legal or in English form or by way of deposit of title deeds, save and except the Premises, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Land/Building Land (or any part thereof) and building/s constructed thereon in favour of the Body of Purchasers in accordance with Clause 20 (d) above. The Purchaser hereby gives express consent to the Developer to raise such financial facilities against security of the Land together with the building(s) being constructed thereon (including the Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the Premises agreed to be transferred hereunder.
- The Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Premises by concerned authorities due to non-taken of the Purchaser or other units purchasers of their respective proportion of the taxes, utility bills and other outgoings to the concerned authorities of account of default in making such payments, or upon the Purchase failing to comply with the terms and conditions of this Agreements.
- The Developer has informed the Purchaser and the Purchaser 29. that the Developer has retained to itself the exclusive right of providing T.V./Internet - Cable and dish antennae network in the Building and other buildings to be constructed upon the Land. The aforesaid rights are retained by the Developer to itself permanently and the Developer shall be entitled to deal with and dispose of and/or assign the said rights in favour of such person or corporate body as the Developer may determine save and unless the Developer relinquish the said rights. The consideration received for such assignment shall belong to the Developer alone. In view thereof, the Purchaser and /or other occupants of premises in the Building shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V. / Internet and or dish antenna network facilities from the Developer or the assignee of the Developer save and except in case of relinquishment as aforesaid.

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Purchaser and/or occupants of premise in the Building and/or the Body of Purchasers shall pay the charges (including deposits) oas a may be charged by the Developer and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Developer and/or their assignee(s) as aforesaid any amount for the said

30. All notices to be served by either party shall be in writing, and shall be sent to the recipient at its/their respective addresses specified above, and in case of any changes in such address/es, then to such changed address/es as shall have been notified in writing by the relevant party to the other. Provided that such notice shall be deemed to have been duly and effectively served only if delivered (a) personally, when left at the address referred to above, or (b) by Registered Post with Acknowledgement Due (i.e. R.P.A.D.), within 7 working days of dispatch. In case of joint Purchaser, all communications shall be sent by the Developer to the first named Purchaser under this Agreement.

rights or incidental thereto.

- 31. All stamp duty, registration charges, out of pocket costs, such other charges and expenses incidental to this Agreement and service tax or any other tax (if applicable), shall be borne and paid by the Purchaser alone.
- The Purchaser hereby declares that he/she/they/it has gone through this 32. Agreement and all the documents relating to the Land / Building and has expressly understood the contents, terms and conditions of the same and the Developer has entered into this Agreement with the Purchaser relying solely on the Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and covenants, stipulations, obligations and provisions contain Agreement and on part of the Purchaser to be observed, part fulfilled and complied with and therefore, the Purchaser and severally (as the case may be) agrees, undertake/s and indemnify, save, defend and keep harmless at all times Developer and their successors and assigns from and against charges, expenses, losses, damages, claims, demands, suits, ac proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance/or noncompliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser.
- 33. The terms and conditions of this Agreement shall be binding on all transferee/s / assignee/s, from time to time, of the Premises which the



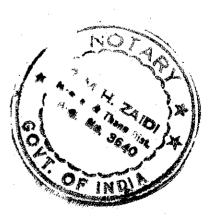
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respective Purchaser may sell, transfer / assign and shall be enforceable against all such transferees.

34. This Agreement shall be governed by the laws as applicable in India and any disputes in relation to this Agreement shall be subject to the exclusive jurisdiction of courts in Mumbai.









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FIRST SCHEDULE (Description of the Land)

Contiguous non-agricultural freehold/leasehold land admeasuring approximately 34.20 acres (equivalent to 138402 square meters) situated at Pirojshanagar, Vikhroli, Mumbai Suburban District Kurla Taluka comprised in the following C.T.S. Nos.: -

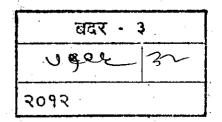
Sr. No.	C.T.S. Nos.	Area (Acres)	Area (Square Meters)
1	51 (P)	18.5205	74949.7
2	52 (P)	12.9317	52332.6
3	52/1	0.0178	72.0
4	52/2	1.4588	5903.6
5	52/3	0.0059	24.0
6	52/4	0.0056	22.8
7	52/5	0.0032	13.0
8	52/6	0.0402	162.8
9	52/7	0.0350	141.6
10	52/8	0.0226	91.5
11	52/9	0.0431	174.5
12	52/10	0.1349	546.1
13	52/11	0.1349	546.1
14	52/12	0.0654	264.5
15	52/13	0.0425	172.1
16	52/14	0.0298	120.6
17	52/15	0.3386	1370.3
18	52/16	0.0972	393.4
19	52/17	0.2720	1100.8
	Total	34.2000	138402







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SECOND SCHEDULE

(Description of Phase-1 Land)

Contiguous non-agricultural freehold/leasehold land admeasuring bearing CTS No.51 (p), approximately 5.3 acres (equivalent to 21448 square meters) situated at Pirojshanagar, Vikhroli, Mumbai Suburban District Kurla Taluka

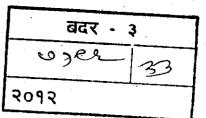








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THIRD SCHEDULE

(List of Specifications & Amenities in respect of the Building)

RCC FRAME STRUCTURE COMMON AREAS SPECIFICATION:

Marble/ Granite/ Granamite in common areas, Lobbies etc

12 nos Otis Brand Elevators Capacity for sixteen persons. Presently two lifts are available for use.

External Finishes: Weather Shields / Sandtex or equivalents and ALCO bonding.

CONTROL ROOM:

CCTV for common area

WATER SUPPLY:

Underground/ Basement water tanks having electro pneumatic system water supply.

ELECTRICITY:

Substation within the premises. Electricity is supplied at the entrance to the premises.

AHU ROOMS:

AHU rooms provided for splits/ outdoor units.

FIRE CONTROL:

We risers and sprinklers, smoke, detectors, etc as per CFO norms.









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FOURTH SCHEDULE

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(List of Common areas, Facilities for the Building

COMMON AREAS & FACILITIES.

- a. Common areas shall include staircases, lobbies, passages, lift, mid-landings, terrace on the north tower and shafts.
- **b**. Common facilities in the building shall include
- i. Lifts in each wing.
- ii. Underground/Overhead water tanks/lift machine rooms, water pipes and meters and gas pipes, pumps rooms, generator rooms, substation rooms, driver/staff rooms and washrooms.
- iii. Electrical Common board wiring and switches.
- iv. Common area lighting & meters.
- v. Internal Roads and setback areas.
- c. Common Facilities in the layout shall include:
- i. Internal driveways & Gate.
- ii. Trees and landscaped spaces on ground.
- iii. Storm water drains and Rain Water harvesting system/filtration system.
- iv. Common water main lines, water pumps and water tanks.
- v. Any other facility and amenity which forms part of the common amenities/facilities in the layout.
- vi. Limited areas and facilities which are not allowed to be used:
- i) Parking Space in basement, save and except allotted hereunder.



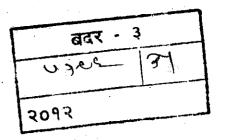






FIFTH SCHEDULE

(Description of the Premises)



Unit No. 5c admeasuring 27,864.63 square feet (equivalent to 2588.68 square meters) of carpet area on 5th floor of building known as 'Godrej ONE' comprising of two level basements plus Ground Plus 11 upper floors for commercial use proposed to be constructed/being constructed by the Developer on Phase-1 Land, together with the right to use the following –

- (i) 43 car parking spaces out of which 22 car parking spaces bearing Nos. B-43 to B-49, B-51 to B-65 in the North Core of Upper level basement and 21 car parking spaces bearing Nos. B-82, B- 121 to 131, B- 174 to 182 in the North Core of Lower level basement of the Building ("Car parks"), as demarcated;
- (ii) the common areas and facilities of the Building, more particularly mentioned in this Agreement;









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IN WITNESS WHEREOF the Parties hereto have executed the Pareement on 30th March 2012.

SIGNED AND DELIVERED by the)
withinnamed Developer,)
Godrej Vikhroli Properties LLP	.)
through its authorised signatory	,
Mr. K.T. Jithendran)
in the presence of)

Godrej Vikhroli Properties LLP



1) Avantika wanthede Autud-

2> Ajoy Mali - Gray

SIGNED AND DELIVERED by the)

withinnamed Purchaser

PROPERTIES LIMITED) **GODREJ**

through its authorised signatory/)

Vice - President (Legal) & Company Secretary in the presence of ____ Kembhavi.

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2) Agoy Mali - Sou

For Godrej Properties Limited

Company Secretary





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RECIEPT

Received from within named Purchaser, a sum of Rs. 23,29,15,784 /- (Rupees Twenty Three Crores Twenty Nine Lakhs Fifteen Thousand Seven Hundred and Eighty Four Only) being 40% of the Purchase Price payable in terms of Clause 4(d) of this Agreement vide RTGS/Telegraphic Transfer directly into the bank account of the Developer being Account No. 00600310030462 with HDFC Bank, Fort Branch.

We say received.

For Godrej Vikhroli Properties LLP

Authorized Signatory



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ANNEXURES

Annexure A

Important Terms and conditions of the Indenture dated 17 July 1872 for Village of Vikhroli and Kanjur

1st – (as this condition deals with the revenue payable for the villages of Vikhroli and Kanjur, the same has not been reproduced here)

2nd – For the cultivation of the whole of the waste land situated in the above villages and generally for their improvement you are to enjoy it free of assessment for the abovementioned period of 40 years, at the expiration of which all the arable waste will be fully assessed at the usual rates, and the amount of such assessment will be levied from you annually by Government in addition to the sum fixed in the preceding paragraph; you are to cultivate one-fourth of the present waste land within 10 years from the date of this lease.

3rd – All the rights possessed by Government on the produce of the waste of the above-mentioned villages, including the waste land and trees, excepting such as may be specially excepted in this lease, are vested in you. These you are to enjoy free of assessment for the above-mentioned period of 40 years, at the expiration of which an assessment will be fixed and levied as stated in the preceding paragraph.

buildings, sink tanks and walls, build embankments of fields are introduced the cultivation of superior articles of produce, and extend the present sultivation. Should you not endeavour by reasonable efforts and expenditure to make any of the improvements above mentioned within the period of the vear the Government is at liberty to resume the lease. Within the above period should you expend any capital in building, as above, the grant of the villages of will be considered confirmed to you and to your heirs and assigns in perpetuits. You are to report annually to the Collector the improvements made during the preceding year, and the Collector will, if he thinks necessary, make scrutiny into them and cause entries of the same to be recorded in the Duftur, You are not at liberty to dispose of in any way whatever the above villages to any other person within the period of 10 years.

5th – You are to receive the same rates of assessment as are at present in force and no more, and to introduce no innovations in this particular without express sanction.

6th – The abkari is included in the lease given to you; you are at liberty to sell liquor to the ryots of the above villages exclusively, and not to others; if any contractor requires liquor he must make application to the Sirkar, and permission shall be granted in the event of there being a general scarcity of this commodity in the other parts of the Salsette Prant; should you export the specific the limits of the above prant you are to pay the established provided.

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may hereafter be

these you must adhere to the rules which have been or mestablished with the liquor contractors elsewhere in Salsette.

7th - You are to pay Dewasthans, Dhurmadows, allowances to village officers and others, and to allow exemption from payment of revenue according to established usage.

8th – Kowls of Mafi Istawa which may have been granted prior to this lease are to be respected, the revenue therefrom, when due, is to be realized by you annually from the holder of the kowls, and paid by you to Government, in addition to the amount of your lease as fixed above.

9th – The rights of the present proprietors of land and those of others possessing or authorized to possess rights and privileges of any description whatever, are to remain unaffected by this lease. It is clearly to be understood that this lease confers no right which Government does not now possess, and such portion only of the rights of Government as may be herein specially granted.

10th - Should the inhabitants of other villages possess the privilege of drawing the toddy from the brab and date trees of the above-mentioned villages and carrying it to their own villages, you are not to hinder them.

11th – In respect of the above-mentioned villages you are considered the farmer thereof, and are to possess and exercise the authority vested in farmers by Chapter VI of Regulation XVII, A.D. 1827, or such as may be hereafter vested in them, and to be subject to such penalties as are now or may here the provided by regulation.

12th – You are to exercise no magisterial or judicial authority unless have been specially entrusted to you, and generally you are to comprovisions of all regulations which have been, or may hereafter bethe revenue and judicial management of the country, and also to the customs and usages of the prant.

13th – The right of regulating the manufacture and sale of opium, poisonous substances, tobacco, snuff, ganja, and of any articles which are now or hereafter may be made the object of particular enactment, with that of receiving the revenue derived from such sources, and of ordering all matters relating thereto, remains vested in the Government.

14th – The Collector or any Government servant deputed by him is to have the power of inspecting the villages granted to you, whenever he may deem it available, and of making such scrutiny into the produce and improvements in progress and into other particulars as he may consider expedient, in which you are to afford every assistance.

15th – In any case wherein a dispute may arise between you and Government in any matter connected with the lease or the lands therein comprised, and wherein a reference to a Court of Law may be necessary, the case shall first be brought into the Zillah Court for trial.

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Win in this lease.

16th – In the event of your failing in the performance of any of the above conditions, for which a specific penalty has not been laid down in this lease, Government is at liberty to impose penalty as may be provided by regulation.

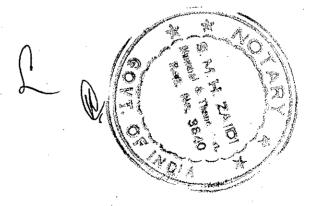
17th – The above villages are granted to you and your heirs in perpetual farm on the above conditions, with liberty of transfer after the expiration of ten years from the date of this lease, with this reservation that the farm of each village is to be held by one individual as an undivided property and is in cases of succession to be considered as concerns Government, the property of the head of the family or of the individual to whom it may according to law be assigned by the last proprietor. You are prohibited from transferring these villages to a person whose respectability and possession of capital have not been provided to the satisfaction of Government; should you transfer these villages without the sanctions of Government, it will be at liberty to cancel this lease and to resume the villages.

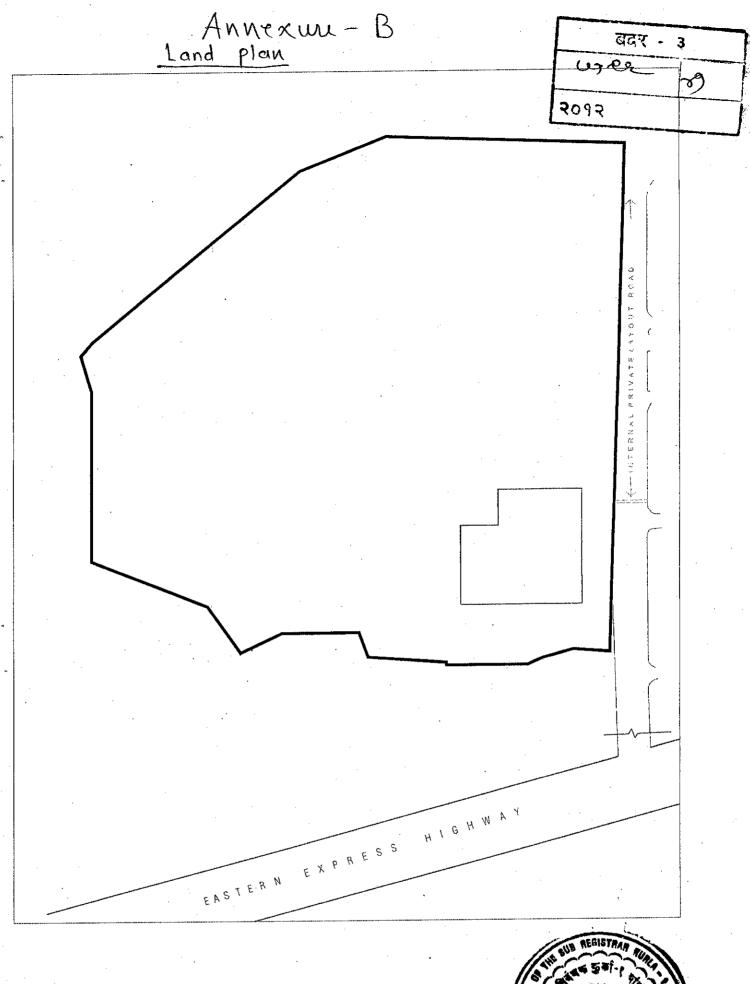
18th – No claim by mortgage, gift, sale, or other transfer, is to bar the right of Government to cancel this lease and resume the villages on failure of the performance of any of the above conditions, to which the penalty of the resumption of the villages has been specially attached, in the event of their neglect, whether such transfer may have been prior or subsequent to such failure.

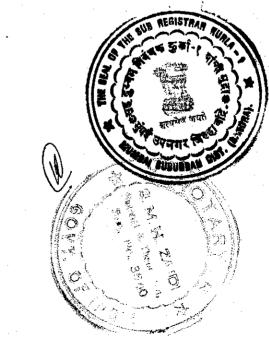
19th – Any act or error injurious to the person or property of any person or persons committed by an agent or servant of the holder of this lease, or by his authority, is to be considered as that of the holder, and to subject him to the same pecuniary penalty, and to make the same pecuniary restitution to the injured party or parties (to be enforced agreeably to the provisions of the regulation that may be applicable to any particular case), as he would have been liable to had the same been committed by himself. The lessee is, however, not liable to suffer where a personal penalty, as imprisonment, may be awarded.

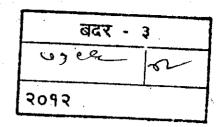
20th – In the event of resumption of the above-mentioned village thereof will be collected by Government, according to the custom without regard to low rates or conditions on which you may have or other property.

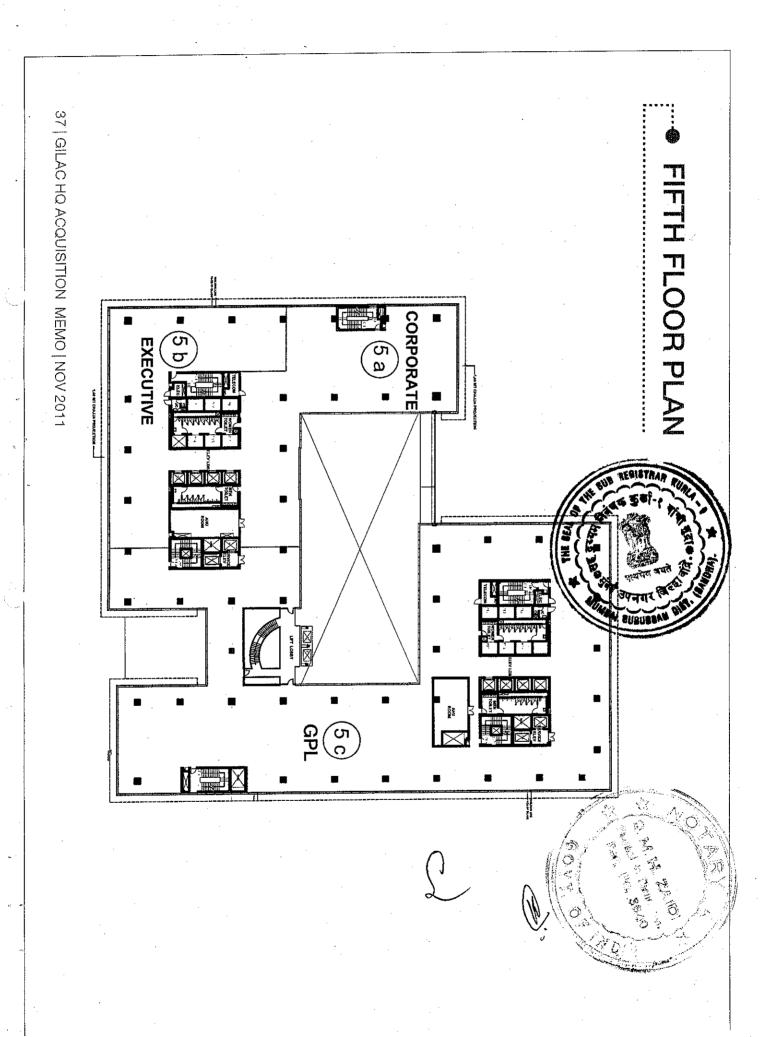
21st – This lease is subject to the approval of the Honourable the Communication. If their refusal to ratify the terms be communicated to your years from the date thereof, the lease will be declared void, the villages will be resumed by Government, and such expenses as may have been necessarily and unavoidably incurred in the improvement of the villages and their resources exclusively, will be made good to you. Government will not repay any sums expended in the erection of dwelling houses or other works not absolutely requisite, but the property in such buildings as you may erect will continue vested in you.

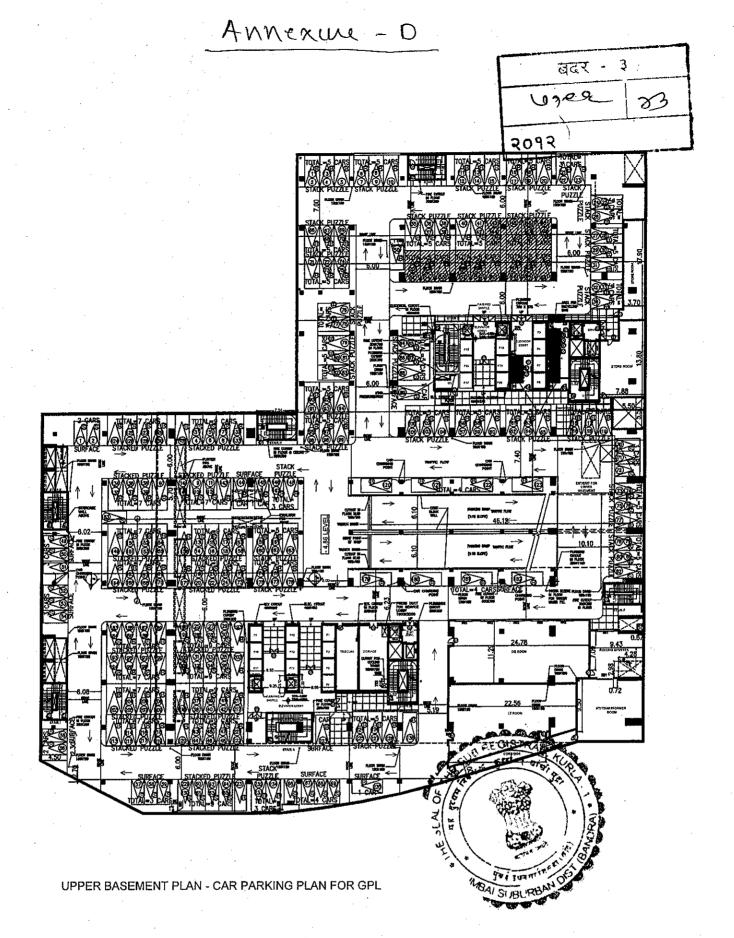


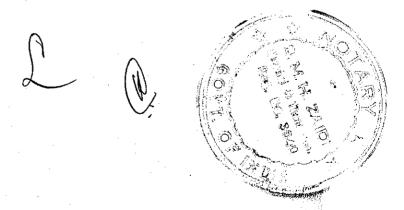


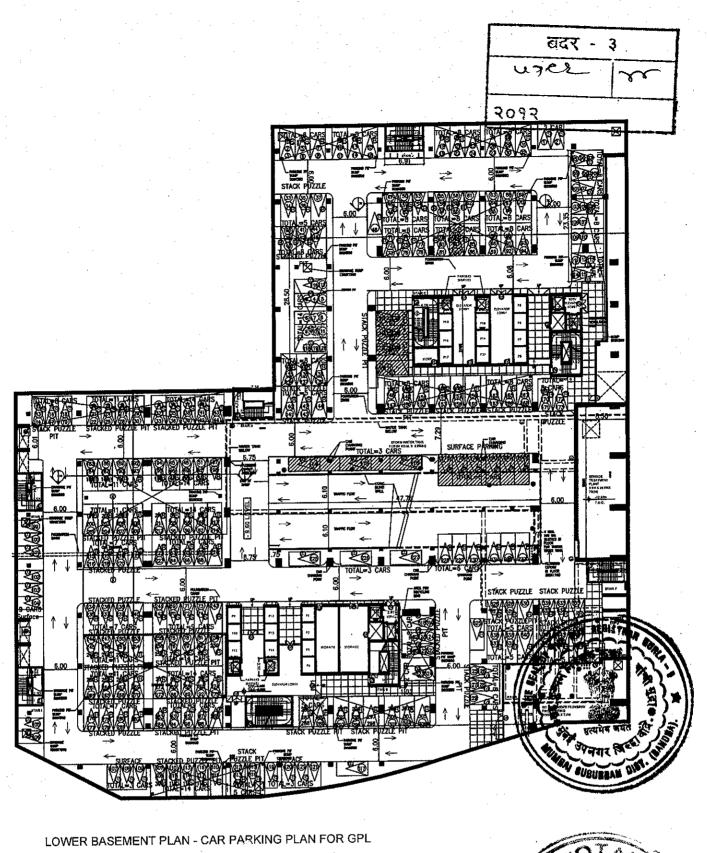








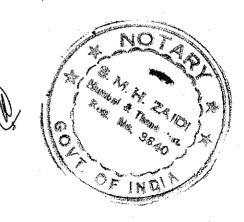






Annexure - E मालमत्ता पत्रक तालुका/न.भु.मा.का. -- न.भू.अ.घाटकोपर विभागू/मौजे -- विक्रोळी शासनाला दिलेल्यु तपशील आणि त्य नगर भूमीपन क्रमांक / फा. प्ली. नं. चौ.मी. ५१ ५१ ३०१९१२.१ सुविधाधिकार हक्काचा मुळ धारक बदर - ३ ozer पट्टेदार २०१२ इतर भार इतर शेरे साक्षाकंत नविन घारक (धा) खंड क्रमांक व्यवहार दिनांक पट्टेदार (प) किंवा भार (भा) १९/१२/१९७६ सही -मा. अप्पर उपजिल्हाधिकारी मुंबई उपनगर अंधेरी यांचेकडील बिनशेती आदेश क्र. ADC/LND/ न.भू.अ. घाटकोपर D/४४५५ दि. २०.२.५४ ने क्षेत्र ४३८५१.० चौ.मी. बिनशेती कडे वर्ग बिनशेती सारा रु. ८७७८.२० दि. १.८.७४ पासुनः मेससं गोदरेज अंड बॉइंस मॅन्यु. आंदेश न.भु. सही -७/१२ प्रमाणे ३०/१२/१९७४ ५१ विक्रोळी क्षेत्र ४३८५१.० ची.मी. १६.१२.७६ आदेश লিল ভিভ सही -१५/१२/१९७६ मेसर्स गोदरेज सोप्स प्रा-लि. ३३ न.भु.५१ विक्रोळी ক্ল. S ৬৭০/৬४ वर्षाचे लिज चे मुदतीने क्षेत्र ४३८५१.० चौ.मी. न.भू.स. घाटवप्रेपर दि..... १६.१२.७६ ষ সম্বাৰ क्षेत्राची दुरुस्ती केली. आदेश न ৽৻৽৽৻৻৻৻ भु. ५१ दि. ६.१.७७ (L) मेसर्स गोदरेज सोप्स अर्ज दि. ४.१२.७८ १४/०२/१९७९ [प्रा] लि. ३३ वर्षाचे लिजचे मुदतीचे जबाब ४.१.७९ लीज डिड क्र. १) ५२९१३.० १६५२६५.० ०७.४६६१ (१ २) ७३७.७५ २१२२६.६ **३) ६८१८.७२** २३९४०४.६ चौ.मी.

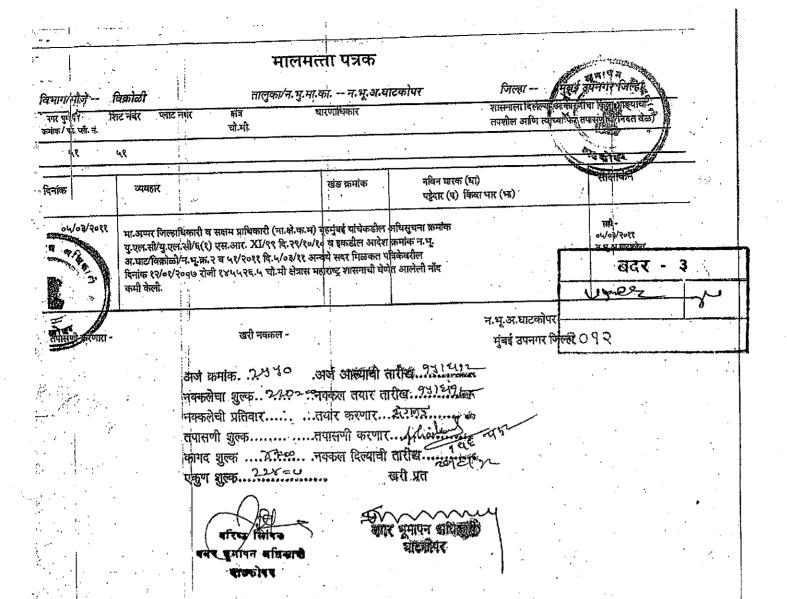




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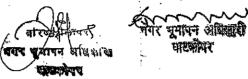


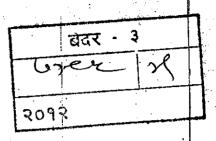


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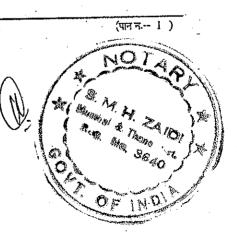






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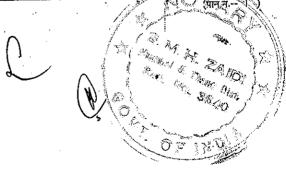
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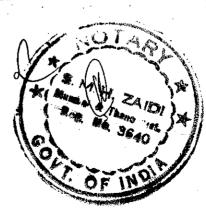


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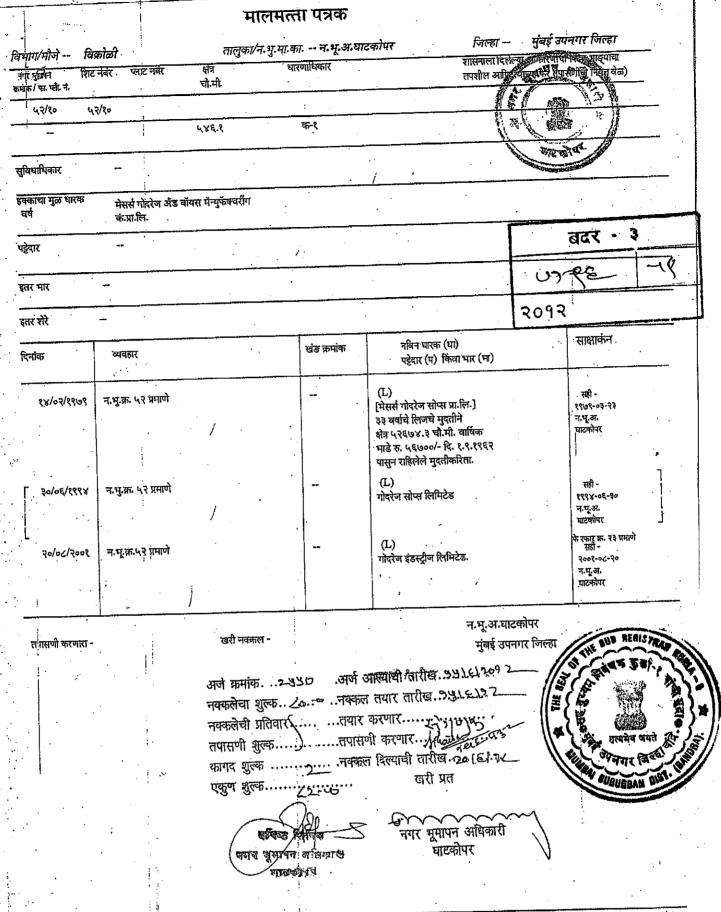
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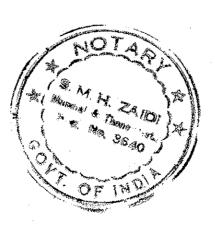






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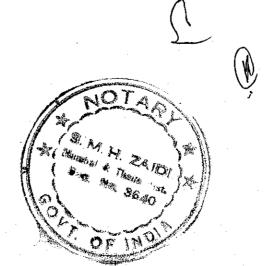


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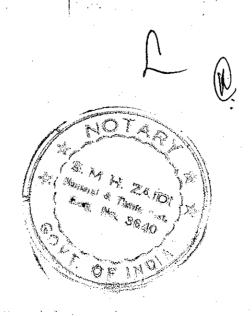
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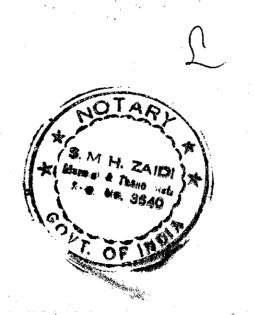


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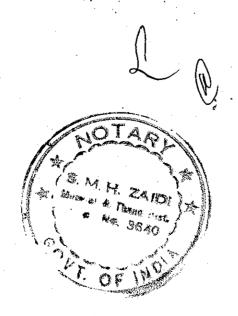
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MUNICIPAL CORPORATION OF GREATER MUMBAI FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966 No. CE/ 1215 /BPES/AS

COMMENCEMENT CERTIFICATE

28 JAN 2011

To, mis Godres Industries 4th.

With reference to your application No. 10184 dt. 24.9.2003 Sir, for Development Permission and grant of Commencement Certificate under Section 45 and 69 of the Maharashtra Regional and Town Planning Act 1966, to carry out development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to crect a building in Building No. on plot No. C.T.S.No.SI,SZ_SZI +6 1/7 Diving Village / Town Planning Scheme, No. _____ situated at Road / Street WKhrall CA the Commencement Certificate / Building permit is granted on the following conditions:-The land vacated on consequence of the endorsement of the set back line / road widening line 1) shall form part of the public street. That no new building or part thereof shall be occupied or allowed to be occupied or use 2) permitted to be used by any percon until occupation permission has been granted. The commencement certificate/ development permission shall remain valid 3) commencing from the date of its issue. This permission does not entitle you to develop land which does not vest in you. 4) This commencement Certificate is renewable every year but such extended period shall be in case exceed three years provided further that such lapse shall not be any subseque for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act 1960 This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if: 6) The Development work in respect of which permission is granted under this certificate is a) not carried out or the use thereof is not in accordance with the sanctioned plans. Any of the conditions subject to which the same is granted or any of the restrictions b) imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.

The Municipal Commissioner for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an even shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional and

Town Planning Act, 1966.

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7) The conditions of this certificate shall be binding not only or executors, assignees, administrators and successors and every perison under him.

The Municipal Commissioner has appointed Shri P. P. Rq 4+. Executive Engineer to exercise his powers and functions of the planning Authority under section 45 o the said Act.

27 JAN 2012

The C.C. is valid upto ____ Plinth c.c. upto top of upper basement slabs (as per amended plans of a. 03-12-2016.

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

28 JAN 2011

c to Architect Executive Engineer (Buildin Eastern Suburbs 一

CEIRIST BRESIAS 3 0 APR 2011

plinth C.C. as per approved amended plens dt. 27/4/2016.

gland management of the state of

CEV. 1215 /BPES/AS. 22 SEP 2011 Cxecutive Engineer Building Proposal (Eastern Suburbs.) 2 -770

full ac for part. I as per approved planic Ha. 27/4/11

CE/ 12 5 /BPES/AS 19 DEC 2011 Executive Engineer Building Proposal

Full ac as per their approved animal plans dea (Eastern Suburbs.)

2714/11

Executive Engineer Building Proposa (Eastern Suburbs.) Z

Godrej Properties Ltd. Regd. Office: Godrej Bhavan, 4th Floor, 4A Home Street, Fort, Mumbai - 400 001, India. Tel.: +91-22-6651 0200

Fax: +91-22-2207 2044

Website: www.godrejproperties.com

ER

CERTIFIED TRUE COPY OF THE RESOLUTION SPECIFICATION BY MAJORITY OF THE BOARD OF DIRECTORS ON MARCH 30, 2012, 99

RESOLVED THAT the consent of the Board of Directors of the Company be and is hereby granted to purchase premises admeasuring 27,851 sq. ft. carpet area for a total consideration not exceeding Rs.63 Crores (including stamp duty) in Godrej One Project of Godrej Vikhroli Properties LLP and for that purpose the Company do enter into an Agreement for sale or any such other agreement, documents etc. with Godrej Vikhroli Properties LLP for purchasing the aforesaid Carpet area.

RESOLVED FURTHER THAT Mr. Pirojsha Godrej – Executive Director or Mr. K. T. Jithendran – Executive Director or Mr. Shodhan Kembhavi – Vice – President (Legal) & Company Secretary be and are hereby severally authorised to execute the said Agreement for sale or any other agreement or documents.

RESOLVED FURTHER THAT Mr. Pirojsha Godrej – Executive Director or Mr. K. T. Jithendran – Executive Director or Mr. Shodhan Kembhavi – Vice – President (Legal) & Company Secretary be and are hereby severally authorised to discuss, negotiate, enter into the above said documents and/or any other documents and further any agreements/s and/or amendments to the agreement from time to time as they may in their discretion think fit and to take effective steps to give effect to the above resolution for and on behalf of the Company and do all such acts, deeds, writings and things to finalise the above.

RESOLVED FURTHER THAT Mr. Pirojsha Godrej – Executive Director or Mr. K. T. Jithendran – Executive Director or Mr. Shodhan Kembhavi – Vice – President (Legal) & Company Secretary be and are hereby authorised to admit execution at the Sub-Registrar's office on behalf of the Company.

For GODREJ PROPERTIES LTD.

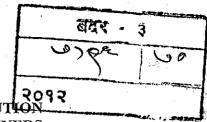
COMPANY SECRETARY

Godrej



Godrej Vikhroli Properties LLP Regd. Office: Godrej Bhavan, 4th Floor, 4A Home Street, Fort, Mumbai - 400 001, India. Tel.: +91-22-6651 0200

Fax: +91-22-2207 2044



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF GODREJ VIKHROLI PROPERTIES LLP HELD ON MARCH 21, 2012.

RESOLVED THAT the consent be and is hereby granted to sale the premises/units in Godrej One Project of the LLP and for that purpose the LLP do enter into an Agreement for sale or any such other agreement, documents etc. with the Purchasers for sale of the premises/units.

RESOLVED THAT Mr. Pirojsha Godrej – Designated Partner or Mr. K. T. Jithendran – Authorised Signatory be and are hereby severally authorised to execute the said Agreement for sale or any other agreement or documents.

RESOLVED THAT Mr. Pirojsha Godrej – Designated Partner or Mr. K. T. Jithendran – Authorised Signatory be and are hereby severally authorised to discuss, negotiate, enter into the above said documents and/or any other documents and further any agreements/s and/or amendments to the agreement from time to time as they may in their discretion think fit and to take effective steps to give effect to the above resolution for and on behalf of the LLP and do all such acts, deeds, writings and things to finalise the above.

RESOLVED THAT Mr. Pirojsha Godrej - Designated Partner or Mr. K. T. Jithendran -Authorised Signatory be and are hereby severally authorised to admit execution at the Sub-Registrar's office on behalf of the LLP.

For GODREJ VIKHROLI PROPERTIES LLP

PÍŔOJSHA GODREJ **DESIGNATED PARTNER**



खदर - 3 3093

रथाई सेखा संख्या

PERMANENT ACCOUNT NUMBER

AGNPK7148N THE MAME

SHODHAN ARVIND KEMBHAVI

पिता का माम ÆATHER'S NAME ARVIND MADHAVRAO KEMBHAVI

जना तिथि /DATE OF BIRTH 03-10-1959

हरताक्षर /SIGNATURE

Commissioner of Income-tax I, Pune

स्यार तेवा गेव्या IPERMANENT ACCOUNT NUMBER ABSPJ9748D



HITMAME KARAT TAZHTETIL JITHENDRAN

निता का पाम mather's name KONANATH CHIRUTHURITHY PRABHAKARAN

जन्म तिथि IDATE OF BIRTH 01-04-1967

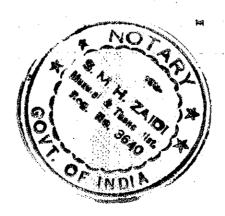
THATE

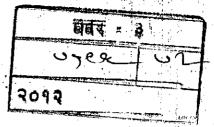
PAD कर आयुक्त (अभ्यूटर केन्द्र) इस कार्ड के खो / जिल काने पर कृपया जारी करने वाले प्राधिकारी को सूचित / वायस कर दें आयकर आयुवत (कम्प्युटर केन्द्र), सी-13, प्रत्यक्षकर् भवन, बांद्रा-कुलाँ फॉम्प्लेक्स, मुंबई - 400 . 051.

In case this card is lost/found, kindly inform/return to the issuing authority:

Commissioner of Income-Tax (Computer Operations), C-13, Pratyakshakar Bhayan,







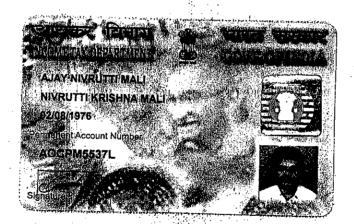
Godrej

Godrei Properties Limited



Avantika Wankhede







25/07/2012

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वदर3

दस्त क्र 7196/2012

10:16:41 am दस्त क्रमांक :

कुर्ला 1 (कुर्ला)

7196/2012

दस्ताचा प्रकार: करारनामा अनु क्र. पक्षकारांचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नावः मेससं गोदरेज प्रॉपटीज लि तफेव्हाईस प्रेसीडेंट

नावः मेससं गोदरेज प्रापटाजाल तफ काइस प्रताल्य लिगल य कंपनी सेक्रेटरी शोधन केंभावी - -पत्ताः घर/फ्लॅट नं: गोदरेज भवन, 4 था मजला, 4ओ होम स्ट्रीट, फोर्ट मुं 1. गल्ली/रस्ताः -

लिहून घेणार

वय

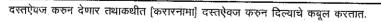




खालील 1 पक्षकारांची कबुली उपलब्ध नाही.

अनु क्र.	पक्षकाराचे नाव			
2	मेसर्स गोदरेज विक्रोळी	प्रॉपर्टीज एलएलपी	तर्फे अँथो सिग्नेटरी के टी जितेंदन	AAKEG2614G







दस्त गोषवारा भाग - 2

वदर3

दस्त क्रमांक (7196/2012)

दस्त क्र. [वदर3-7196-2012] चा गोषवारा

बाजार मुल्य :283378373 मोबदला 582289458 भरलेले मुद्रांक शुल्क : 29114500

दस्त हजर केल्याचा दिनांक :25/07/2012 10:11 AM

निष्पादनाचा दिनांक : 30/03/2012 दस्त हजर करणा-याची सही:

दस्ताचा प्रकार :25) करारनामा दस्त अनुच्छेद प्रकार: करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 25/07/2012 10:11 AM शिक्का क्र. 2 ची वेळ : (फी) 25/07/2012 10:16 AM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्त्रऐवल करून देणा-यांना व्यक्तीशः ओळ्खतात, व त्यांची ओळख पटवितात.

1) अवंतीका वानखेडे - - ,घर/फ़लॅट नं: ग्रोंद्ररेज भवन, 4 था मुजला 4ओ होम स्ट्रीट, फॉर्ट मु

गल्ली/रस्ता: -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहत:

शहर/गाव:-

तालुकाः -

2) अजय माळी - - ,घर/फ़लॅट नं: 65 म्युनुसीपल मार्केट, घाटकोपर प86 गल्ली/रस्ता: -

ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः -

शहर/गाव:-तालुका: -

पिन: -



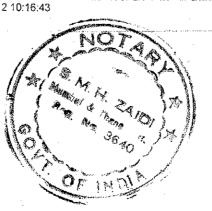




कुर्ला १ (कुर्ला)



DSUMRY:115294SR369 Prepared on: 25/07/2012 10:16:43



पावती क्र.:7237 दिनांक:25/07/2012

पावतीचे वर्णन नांव: मेसर्स गोदरेज प्रॉपर्टीज लि तर्फे व्हाईस प्रेसीडेंट लिगल व कंपनी सेक्रेटरी शोधन केंभावी

30000 :नोंदणी फी

1640 :नक्कल (अ. 11(1)), पृष्टांकनाची

नक्कल (आ. 11(2)),

रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फ़ी

31640: एकूण

सही, कुर्ला 1 (कुर्ला)

26/07/2012

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वदर3

दस्त क्र 7196/2012

12:03:09 pm दस्त क्रमांक :

कुर्ला 1 (कुर्ला)

दस्ताचा प्रकार: करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

7196/2012

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

नावः मेससं गोदरेज विक्रोळी प्रॉपटीज एलएलपी तर्फे 2 अथो सिग्नेटरी के टी जितेंद्रन AAKFG2614G - -पत्ताः घर/फ़लॅट नं: गोदरेज भवन, 4 था मजला, 4ओ होम स्ट्रीट, फोर्ट मुं 1. गल्ली/रस्ता: -

ईमारतीचे न

लिहून देणार

वय









दस्त गोषवारा भाग - 2

वदर3

पावती क्र.:7237

पावतीचे वर्णन

दस्त क्रमांक (7196/2012)

नांव: मेसर्स गोदरेज प्रॉपर्टीज लि तर्फे व्हाईस

प्रेसीडेंट लिगल व कंपनी सेक्रेटरी शोधन केंमावी

:नक्कल (अ. 11(1)), पृष्टांकनाची

रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->

90

दिनांक:25/07/2012

दस्त क्र. [वदर3-7196-2012] चा गोषवारा

बाजार मुल्य :283378373 मोबदला 582289458 भरलेले मुद्रांक शुल्क : 29114500

दस्त हजर केल्याचा दिनांक :25/07/2012 10:11 AM

निष्पादनाचा दिनांक : 30/03/2012 दस्त हजर करणा-याची सही :

दस्ताचा प्रकार :25) करारनामा दस्त अनुच्छेद प्रकार: करारनामा

शिक्का क्र. 1 ची वेळ : (सादरीकरण) 25/07/2012 10:11 AM

शिक्का क्र. 2 ची वेळ : (फी) 25/07/2012 10:16 AM(कार्यवाही पूर्ण)

शिक्का क्र. 3 ची वेळ : (कंबुली) 26/07/2012 12:03 PM शिक्का क्र. 4 ची वेळ : (ओळख) 26/07/2012 12:03 PM

दस्त नोंद केल्याचा दिनांक : 26/07/2012 12:03 PM

31640: एकूण

एकत्रित फ़ी

30000

1640

दु. निबंधकाची सही, कुर्ला 1 (कुर्ला)

:नोंदणी फी

नक्कल (आ. 11(2)),

ओळख :

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यामा व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात.

1) अवंतीका वानखेडे - - ,घर/फ़लॅट नी गोंदरेज भवन, 4 था मजला 4ओ होम स्टीट, फोर्ट मुं

गल्ली/रस्ता: -

ईमारतीचे नावः -

इमारताच नावः -ईमारत नं: -

पेठ/वसाहतः -

शहर/गाव:-

तालुकाः -

पिन: -

2) अजय माळी - - ,घर/फ़लॅट नं: 65 म्युनसीपल माकेट, घाटकोगर प86

गल्ली/रस्ताः -ईमारतीचे नावः -

ईमारत नं: -

पेठ/वसाहतः शहर/गावः-

तालुका: -

पिन: -

didud







प्रमाणित करण्यात येते कि या दस्तामध्ये एकूण रूपा (१) १ (१) पाने आहेत. बदर-३/ ७) ९६ /२०१२ पुस्तक क्रमांक १ क्रमांकावर नोंदला ३६/०१) २ दिनांक सह. दुयान दिबंधक कुलि १ मुंबई उपनगर जिल्हा.

DSUMRY:115294SR369 Prepared on: 26/07/2012 12:03:35

S. M. H. ZAIDI
NOTARY
Membei & Thene Die

दुय्यम निबंधक: कुर्ला 1 (कुर्ला)

दस्तक्रमांक व वर्ष: 7196/2012

सूची क्र. दोन INDEX NO. II

Regn. 63 m.e.

12:03:50 PM

गावाचे नाव: विक्रोळी

(1) विलेखाचा प्रकार, मोबदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपटट्याच्या बाबतीत पटटाकार आकारणा देतो की पटटेदार ते नमूद करावे) मोबदला रू. 582,289,458.00 बा.भा. रू. 283,378,373.00

(2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास)

(1) वर्णनः मौजे विक्रोळी ऑफीस युनिट नं5 सी, 5 वा मजला, क्षेत्र 27864.63 चौफुट

(2588.68चौ मि) पीरोजशा नगर, ईस्टर्न एक्सप्रेस हायवे, विक्रोळी पूर्व मुं , गोदरेज वन , 79. ---- एकुण कार पार्कींग स्पेसेस नं 43 सहीत - (दस्तात नमुद केल्याप्रमाणे)--- सि टी एस नं 51 पार्ट , 52 पार्ट, 52/1 ते 17

(1) मेसूर्स गोदरेज विक्रोळी प्रॉपर्टी एसूरलपी तर्फे ॲथो सिग्नेटरी के टी जितेंद्रन AAKFG26 4G कि., घर/फ़्लॅट नं: गोहरेज भवन, 4 था मजला, 4ओ होम स्ट्रीट, फोर्ट मुं 1. ;

गुक्ली/रस्ताः -; ईमारतीचे नावः -; ईमारत मं पेठ/वसाहतः -; शहर/गावः -; तालुकाः *-;

(3)क्षेत्रफळ

(4) आकारणी किंवा जुडी देण्यात असेल तेव्हा

(1)

(1)

(5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे विनः -; प्रम नम्बरः नाव व संपूर्ण पत्ता

(6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता

-;पिनः 👍 पॅन नम्बरः

(7) दिनांक करून दिल्याचा 30/03/2012

नोंदणीचा

26/07/2012

(9) अनुक्रमांक, खंड व पृष्ठ

7196 /2012

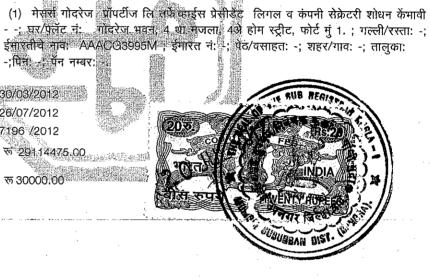
(10) बाजारभावाप्रमाणे मुद्रांक शुल्क

ক 29114475.00

(11) बाजारभावाप्रमाणे नोंदणी

ক 30000.00

(12) शेरा





खरी प्रत

सह. दुव्यम निबंधिक, कुर्ला-१ मुंबई उपनगर जिल्हा