Data of ESBTR for GRN MH000723944201516S

Bank - IDBI BANK

Bank/Branch : IBKL - 0010503/Gregaon
Pmt Tzn Id : 63027007 Stationary No : 14052970008749
Pmt DtTime : 07/05/2015 20:39:08 Print DtTime : 07/05/2015 20:39:48
Challan/No : 0910333201505050043 Office Name : MH000723944201516S
District : 7101/MUMBAI Office Name : IGR1187(KRLI) JOINT SUB REGISTRAR KURLA NO

DEFACED FOR RS:897500.00

Sl No	Description	DATE	AMOUNT
1	Defaced Number : 7V Stamp Duty (Other Articles) 0000585150201515	20/05/2015 (19)-389-8049 20/05/2015 (19)-389-8049	Rs Eight Lakhs Ninety Seven Thousand Five Hundred Rupees Only)

RgnFee Amt in words : Rs 1,00 / Registration Fee
RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

Only for verification-not to be printed and used

Article : B25
Prop Mvbity : Immovable Consideration : 1,73,80,000.00/-
Prop Descr : Flat3301 AugustaLodha AurumGrande off JVLROpp Kanjurmarg , stationKanjurmarg EastMumbai
: Maharashtra
: 400042
Duty Payer : PAN-AJNPR9531K Kalpesh Anant Raut
Other Party : PAN-AAACL1490J Lodha Developers Private Limited

Bank Scroll No : 100
Bank Scroll Date : 09/05/2015
RBI Credit Date : 09/05/2015
Mobile Number : 919821373007

करल-१ ६०४८ | १ | १५ २०१५

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

करल-१ ६०४८ | २ | १५ २०१५

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

Department of Registration & Stamps नोंदणी व मुद्रांक विभाग
महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

गुल्यांकन अहवाल सन २०१५

करल-१ ६०४८ | ३ | १५ २०१५

अनुपंद क्रमांक - २५ ब

A 1) महानगर पालिका - मुंबई
१. दस्ताचा प्रकार :- करारनामा
२. सदरकर्त्याचे नाव :- कल्पेश रावत
३. तालुका
४. गावाचे नाव - कांजुर
५. नगरभूमापन क्रमांक / सर्व्हे नं / अंतिम भूखंड क्रमांक:- १२८३, १२८३/१ते५
६. मूल्य दर विभाग (झोन) - १२०/५०० उपविभाग -
७. मिळकतीचा प्रकार :- खुलीजमीन निवासी कार्यालय दुकान औद्योगीक
पति चौ मी दर - १७६८०/-
८. क्रयाने नमूद केलेल्या मिळकतीचे क्षेत्रफळ :- CC: ६६ कारपेट / बिल्टअप / चौ मीटर
९. कारपार्किंग - (१) मध्ये - पोटमाळा :
१०. मजला क्रमांक :- ३३ उद्वाहक सुविधा :- आहे / नाही
११. बांधकाम वर्ष - धसारा :-
१२. बांधकामाचा प्रकार :- आरसीसी / इतर पक्के / अर्धे कच्चे / पक्के
१३. बाजारमूल्यदर तक्त्यातील मार्गदर्शक सूचना क्र.
१४ विक्री अन्ड तायसन्सचा दस्त १ - प्रतिमह भाडे रक्कम -
२ - अनामत रक्कम / आगाऊ भाडे :-
३ - कालावधी :-
१५ निर्धारित केलेले बाजारमूल्य :- ९५५५२५००/-
१६ दस्तामध्ये दर्शवितेले मोबदला - ९७३५०००/-
१७. देय मुद्रांक शुल्क :- ८६७५००/- भरलेले मुद्रांक शुल्क ८६७५००/-
१८ देय नोंदणी फी - ३०००/-

करल-१ ६०४८ | ४ | १५ २०१५

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

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

लिपिक

सह दुय्यम निबंधक

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषागार पावती
SECURED BANK & TREASURY RECEIPT (e-SBTR)

14052970006749

Bank/Branch: IBKL - 6910503/Girgaon
Pmt Txn id : 63027007
Pmt DtTime : 07-MAY-2015@20:39:08
ChallanIdNo: 6910132015050850013
District : 7101-MUMBAI

Stationery No: 14052970006749
Print DtTime : 07-May-2015@20:39:46
GRAS CRN : MH000072394420151G5
Office Name : IGR197-KRL1_JT SUB REGT

MdDuty Schm: 0030045501-75/STAMP DUTY
MdDuty Amt : R 8,67,500/- (Rs Eight, Six Seven, Five Zero Zero only)

RgnFee Schm: 0030063301-76/Registration Fees
RgnFee Amt : R 30,000/- (Rs Three Zero, Zero Zero Zero only)

Article : B25-Agreement to sell/Transfer/Assignment
Prop Mvblty: Immovable Consideration: R 1,73,50,000/-
Prop Descr : Flat,1301 Augusta,Lodha Aurum,Grande off JVLR,Opp Kanjurmarg station Kanjurmarg East,Mumbai,Maharashtra,400042

Duty Payer: PAN-AINPR9531K,Kalpesh Anand Raut
Other Party: PAN-AAACL1149G7,Lodha Developers Private Limited

Bank official1 Name & Signature

Bank official2 Name & Signature
--- --- Space for customer/office use - - - Please write below this line --- ---

करल-१
६०४८ | ५ | ११५
२०१५

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

करल-१
६०४८ | ६ | ११५
२०१५

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

करल-१
६०४८ | ७ | ११५
२०१५

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

करल-१
६०४८ | ८ | ११५
२०१५

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai 7th day of May, 2015

BETWEEN:

LODHA DEVELOPERS PRIVATE LIMITED a Company incorporated and registered under the Companies Act 1956 having its registered office at 216, Shah & Nahar Estate, Dr. E. Moses Road, Worli, Mumbai – 400 018 hereinafter referred to as "THE COMPANY" (which expression shall unless contrary to the context or meaning thereof, mean and include their successors in title) of the First Part.

AND

KALPESH RAUT residing/having its address at 904, SAI DARSHAN KHETWADI, 5TH LANE, GIRGAON, MUMBAI - 400004 and assessed to Income Tax under Permanent Account Number (PAN) AINPR9531K hereinafter referred to as **"THE PURCHASER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors and administrators and permitted assigns; (b) in case of a Partnership Firm, the partners for the time being thereof, the survivors or the last survivors of them and legal heirs, executors, administrators of last survivor of them ; and his/her/their/its permitted assigns, and (c) in case of a Company/Society its successors and permitted assigns, and in all cases all persons claiming by under or through such Purchasers including his/her/their/its successors in interest) of the OTHER PART.

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

WHEREAS:-

A. The Company is/shall be constructing the Building (as defined herein) on the Project Land (as defined herein) being a portion of the said Property (as defined herein). The brief chain of rights of the Company in respect of the said Property has been set out in Annexure 1 hereto

B. By a letter bearing Serial No. CE/1086/BPES/AS dated 28th December, 2011 the Executive Engineer, Building Proposal, Eastern Suburbs, Brihanmumbai Mahanagarpalika interalia granted Intimation of Disapproval (IOD) to the Company. And [illegible] from time to time. Hereto annexed and marked as Annexure "4" is the copy of [illegible] Intimation of Disapproval dated 5th April 2013.

C. By a letter bearing Serial No. CE/1086/BPES/AS dated 18th July, 2006 the Executive Engineer, Building Proposals, Eastern Suburbs, Municipal Corporation of Greater Mumbai (MCGM) interalia granted Commencement Certificate to the Company for the building proposal. The said Commencement Certificate dated 18th July, 2006, was revised by the Executive Engineer, Building Proposals, Eastern Suburbs, Municipal Corporation of Greater Mumbai (MCGM) from time to time. The Company has accordingly commenced construction in accordance with the said plans. Hereto annexed and marked as Annexure 5 is the copy of the updated Commencement Certificate.

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

E. The Copy of the Certificate of Title of M/s. Kanga and Co, dated 09/09/2008, 18/09/2009, Two Title Reports of Advocate K.P.Mahajan dated 24/01/2011 and Advocate Pradip Garach dated 13/04/2011 showing the nature of the title of the Company to the said Property on which the Building is to be constructed is hereto annexed and marked as Annexure 6. A Copy of the plan with respect to the Unit is attached herewith as Annexure 7.

F. The Purchaser has approached the Company and applied for allotment of the Unit (as defined herein) in the Building and the Company has agreed to allot the said Unit. Relying upon the said application and the representations, declarations and assurances made herein, to faithfully abide by all the laws, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.

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

1. **DEFINITION AND INTERPRETATION:-**

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

1.2 **"Amenities Building"** shall mean such building as constructed on a portion of the Larger Property by the Company as more particularly specified in Second Schedule hereto ("Amenity Plot") and Built Up Amenity as specified in the Third Schedule hereto ("Built up Amenity") and annexed herewith as Annexure 8 is a Copy of the plan wherein the Amenities Building is demarcated

1.3 **"Approvals"** shall mean and include all licenses, permits, approvals, consents obtained/to be obtained from granted/to be granted by the competent authorities in connection with the Property /Building/ Unit and/or the development thereof including but not limited to plans, IOD, CC, OC and/or OC.

1.4 **"Building"** shall mean the multi-storied building consisting of Ground + 34 floors and as defined in Annexure "2" to be/ being constructed by the Company on the Project Land.

1.5 **"CAM Charges"** shall mean the common area maintenance charges payable by the Purchaser for inter alia the maintenance of Unit / Building and its immediate periphery within 6 metres thereof.

1.6 **"Buildings"** shall mean 10 or more multistoried buildings having several wings either residential or commercial, being or proposed to be constructed on the said Larger Property including the said Building. The term Buildings shall also include all amenities, facilities, services, such other building or structures or otherwise required to be constructed by the Company including an Amenities Building.

1.7 **"Building Protection Amount"** shall mean the amounts specified in the Annexure 2.

1.8 **"CAM Commencement Date"** shall mean 30 (thirty) days after the Date of Offer of Possession (for fit outs) regardless of whether the Purchaser takes the Unit or not.

1.9 **"Carpet Area"** shall mean the carpet area of the Unit including all passages, decks, balconies, service slabs, cupboards, niches, elevation treatment and/or any other area which the Purchaser is exclusively entitled to use. Such carpet area is

3_06.01.2015 3

calculated on bare shell basis, prior to application of any finishes / finishing material and is subject to tolerance of +/- 2% on account of structural, design and construction variances.

1.10 **"Common Areas and Amenities"** shall mean the common areas and amenities as are available to and /or in respect of the Unit/Building/Project, as the case may be and more particularly described in the Annexure "3" hereto.

1.11 **"Federation"** means a federation of the ultimate organization to be/ may be formed under clause 14 hereto to manage and control the Property, the common areas and amenities upon conveyance thereof in its favour.

1.12 **"Date of Offer of Possession (for fit outs)"** shall mean the date as specified in Annexure 2 herein on which the Company shall endeavor to make available to the Purchaser the Unit for fit outs subject to the receipt by the Company of the Total consideration and all other taxes and charges payable under this Agreement. This shall be the date on which the notice for readiness of the Unit for fit outs is issued by the Company plus 15 days.

1.13 **"Date of Offer of Possession"** shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation)

1.14 **"Land/Property Tax reimbursement charges"** shall mean the land/property reimbursement charges payable by the Purchaser to the Company for the period of start of construction till the Date of Offer of Possession (for Fit outs).

1.15 **"Liquidated Damages"** shall mean an amount equivalent to 10% of the Total Consideration as defined under this Agreement plus applicable service tax.

1.16 **"Project Land"** shall mean such piece and parcel of land on which the Building physically stands and a periphery of 6 metres around it.

"Refund Amount" shall mean the Total Consideration or part thereof paid by the Purchaser to the Company after deducting therefrom the Liquidated Damages and any other amounts and dues payable by the Purchaser to the Company.

1.18 **"Society and Other Charges"** shall mean the Society and Other Charges payable by the Purchaser set out in Annexure "2" hereto towards and including layout deposits, IOD deposits or permanent deposits, water connection charges, electricity connection and meter charges, betterment charges, development charges, gas/pipe gas connections charges, internet connection deposits, Telephone connection deposits, cess, levies and charges, along with applicable direct and/or indirect taxes, but shall not include CAM Charges. Land/Property Reimbursement Charges and Property Taxes.

1.19 **"The said Property" or "the Property"** shall mean the lands more particularly described in Schedule of Property of this Agreement on which the development comprising inter alia of the Buildings, is planned to be carried out and shall include any contiguous pieces of land which may added to the said development over time which shall exclude the Amenity Building.

3_06.01.2015 4

1.20 **"Transfer"** shall mean the sale, transfer, assignment, directly or indirectly, to any third party of (i) the Unit or the interest therein and/or (ii) the benefit of this Agreement and/or (iii) (a) in case the Purchaser is a Company, directly or indirectly, (i) the change in control and/or (ii) Management and/or (iii) shareholding of not less than 25%, of the Company or its holding. (b) In case the Purchaser is a Partnership Firm or an LLP, the change in constitution thereof. The term "Transfer" shall be construed liberally. It is however, clarified that the Transfer in favour of (i) a Relative (as defined under the Companies Act, 1956) or (ii) a holding/subsidiary Company (subject to (iii) (a) above) shall not constitute Transfer of the Unit.

1.21 **"Total Consideration"** shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit as set out in clause 5.1 below and in Annexure "2" hereto.

1.22 **"Larger Property"** shall mean the piece and parcel of the land more particularly described in the First Schedule hereto as Larger Property.

1.23 **"Ultimate Organization"** shall mean the society/condominium/company to be formed in the manner contemplated herein.

1.24 **Unit"** shall mean the Unit in the Building and the details thereof are given in Annexure "2" hereto.

2. **RULES FOR INTERPRETATION**

In this Agreement where the context admits:-

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

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

b) All statutory instruments or orders made pursuant to statutory provisions; and

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

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

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

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

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

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

3_06.01.2015 5

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

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

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

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

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

4. **DISCLOSURES AND TITLE**

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

a) [illegible] the Company's right and title and all encumbrances.

b) [illegible] the drawings, plans and specifications.

c) [illegible] particulars of fixtures, fittings and amenities.

d) All particulars of designs and materials to be used in construction of the Unit and the Building.

e) [illegible] Approvals obtained and yet to be obtained.

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

3_06.01.2015 6

**** ThumbNail After Upload (IGR, Pune) ****** iSarita v3.0 ****

5. **AGREEMENT TO SELL AND CONSIDERATION**

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

5.2. The Total Consideration shall be paid in installments to the Company from time to time in the manner more particularly described in Annexure 2 hereto, time being of the essence. The Purchaser acknowledges that the 'Construction Progress Linked Payment Plan' offers several advantages to the Purchaser, including that the installment payments may become due later in time than as envisaged at the time of entering into this Agreement. If the relevant construction milestones are delayed. This significantly reduces the risk of the Purchaser as

compared to the 'Time Linked Payment Plan' option and the Purchaser has entered into this Agreement after taking into account the advantages and risks of the 'Construction Progress Linked Payment Plan'. The Company has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser:-

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

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

(i) Firstly towards any cheque bounce charges in case of dishonour of cheque or any other administrative expense incurred by us towards your booking .
(ii) Secondly, towards interest as on date of delayed payments
(iii) Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and taxes payable in respect of the Unit;
(iv) Fourthly, towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement

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

6. **CONSTRUCTION AND DEVELOPMENT**

6.1 The Company shall, subject to the terms hereof, construct the Building in accordance with the approvals and/or plans, designs and specifications and

amendments thereto as approved by the concerned local authority. The Purchaser is aware that, while the Company has obtained some of the Approvals certain other Approvals are pending. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise any objection or right to raise any objection, in that regard.

Without prejudice to the aforesaid, the Purchaser hereby confirms that the Company shall be entitled to amend and modify the plans of the Project, the Buildings, the Building or the Unit, provided that such amendment/modification shall not result in reduction in the carpet area of the Unit. It is clarified that in the event, the final carpet area of the Unit is more than the Carpet Area agreed to be provided hereunder, the Purchaser agrees and undertakes to pay additional consideration to the Company for such excess area on pro rata basis, based on the Total Consideration stated in clause 5.1 hereinabove.

6.2 The Company reserves to itself, without any demur or objection of the Purchaser, the right to lay out further additional construction on the said Property. The Purchaser is aware that the Company is developing and constructing the Buildings on the said Property and may construct further upper floors on the Building and/or the Buildings on the said Property, as aforesaid, by using the available and/or acquired FSI/TDR/any other available means of development. The Purchaser hereby accords his unconditional and irrevocable consent to the Company for the construction of the Buildings and additional upper floors on the Building. The Purchaser has no objection and undertakes not to raise any objection and the rights of the Purchaser to make any such claims and the rights if any in this regard are and shall be deemed to have been waived

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

6.4 The Company shall be at liberty and is entitled to complete any portion/floor/wing/part of the Building and apply for and obtain Part Occupation Certificate thereof. When offered, the Purchaser shall be obliged and undertakes to take Unit for possession (for fit outs) on the basis of such Part Occupation Certificate which relates to the Unit. In such an event, the Company shall, without any hindrance or objection by the Purchaser, be entitled to carry out by itself or through its contractors or otherwise the remaining work in respect of the Building and/or the Property even if the same causes any nuisance and annoyance to the Purchaser.

6.5 The Purchaser agrees that till such time that the conveyance of the said Property in favour of the Federation or Ultimate Organizations is executed, the Company shall retain with itself all the rights on the terrace of the said Building either by themselves or through their nominee(s) or assignees as the case may be (including the right to exclusively commercially exploit the same including but not limited to installing antennae of various telecom and other service providers) and the Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. Subject to the

aforesaid, the Company shall be at absolute liberty to allot/assign the said right to such person/s in the manner as they may deem fit and proper.

7. **SECURITIZATION OF THE TOTAL CONSIDERATION**

The Purchaser hereby accords/grants his irrevocable consent to the Company to securitize the Total Consideration and/or part thereof and the amounts receivable by the Company hereunder and to assign to the banks / financial Institutions the right to directly receive from the Purchaser the Total Consideration / or part thereof. The Purchaser upon receipt of any such intimation in writing by the Company agrees and undertakes, to pay without any delay, demur, deduction or objection to such Bank / Financial Institutions, the Total Consideration or part thereof and/or the amounts payable herein. The Company covenants that the payment of such balance Total Consideration or part thereof in accordance with the terms hereof, by the Purchaser to the Bank / Financial Institutions, shall be a valid payment of consideration or part thereof and discharge of his obligations hereunder.

8. **LOANS AGAINST THE UNIT**

8.1 It is hereby expressly agreed that notwithstanding that the Purchaser approaches/has approached any Banks/Financial Institutions for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Unit to the Company and/or mortgaged/mortgages the Unit with such Banks/Financial Institutions (which is to be subject to issuance by the Company of a No-Objection Letter in favour of such Banks/Financial Institutions) for repayment of the loan amount, it shall be the sole discretion and responsibility of the Purchaser to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the Company shall not be liable or responsible for the disbursement of such Banks/Financial Institutions of any such loan amount or any part thereof given by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the Unit and payment of charges to banks, institutions shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding anything to the provisions hereof, it is clarified that until all the amounts including Total Consideration, contribution, CAM Charges, Property Tax, Society and Other Charges, any other costs, expenses, penalties payable on or before the Date of Offer of Possession (for Fit Outs) payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

8.2 The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and/or such Banks/Financial Institutions. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organization/Federation about the lien/charge of such Banks/Financial Institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.

8.3 The Purchaser shall indemnify and keep indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses,

damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Unit. .

9. **CAR PARKING**

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

10. **REGISTRATION**

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

11. **FIT OUTS AND POSSESSION**

11.1 Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Company shall endeavor to provide the Unit to the Purchaser for fit outs on or before the date as set out in Annexure "2" hereto. The Company shall endeavor to make all necessary submissions to obtain the occupation certificate in respect of the Unit of the Building and make available the key Common Areas and Amenities in respect of the Building within a period of 1 (One) year from the Date of Offer of Possession (for Fit Outs) as set out in Annexure "2" hereto and this shall be deemed to be the final possession of the Unit.

11.2 The Company shall without being liable to the Purchaser, be entitled to a grace period of 1 (One) year beyond the aforesaid dates mentioned in the Clause 11.1. The date on which the occupation certificate is issued (or deemed to be issued as

***** ThumbNail After Upload (IGR, Pune) ****** iSarita v3.0 ****

per the relevant provisions of legislation) shall be deemed to be the "Date of Offer of Possession".

11.3 Delay in handover of possession (for fitouts) Subject to the provisions of Clause 11.5 hereof and the Purchaser having paid all the amounts due and payable hereunder, in the event the Company fails to offer the possession of the Unit for fit outs by the date stated in Annexure – 2 and the aforesaid grace period, then within 30 (thirty) days of expiry of such grace period, the Company shall inform the Purchaser the revised date by which the Unit is likely to be ready for being offered for possession for fit out. Upon expiry of such grace period, the Purchaser may elect to continue with this Agreement in which case, the date of offer of possession for fit outs mentioned in Annexure – 2 shall stand revised to and substituted by the revised date of offer of possession for fit outs as communicated by the Company. Alternatively, the Purchaser may by giving notice in writing elect to terminate this Agreement. Provided that such right to terminate shall be exercised by the Purchaser within a period of 90 days from the expiry of the aforesaid grace period. In the event, the letter of termination is not received by the Company within the said period of 90 days or is received after the said period of 90 days, the Purchaser shall, without the Company being liable to the Purchaser, be deemed to have elected to continue with the Agreement to Sell and the Purchaser shall deemed to have waived his right to terminate this Agreement. In the event that the termination is done within 90 days from the expiry of the aforesaid grace period, the Company shall refund to the Purchaser the Total Consideration amount or part thereof paid by the Purchaser in 12 equal monthly installments through post dated cheques together with simple interest thereon at the rate of 12% per annum from the date of receipt of the Total Consideration or part thereof till repayment. The first monthly installment shall commence from the 13th month of the date of receipt of the said letter of termination and ending on the 24th month thereof.

11.4 Due to regulatory and/or legal reasons, wing in which the said Unit is situated is cancelled or construction activity in the said wing has to be stopped for a period exceeding 6 months: Notwithstanding the provisions hereof, in such circumstances, either Party may, by giving notice in writing to the other, elect to terminate this Agreement. Provided that such right to terminate shall be exercised within 90 (Ninety) days of the Company intimating to the Purchaser the existence of the situation aforesaid. In the event of such termination, the Company shall be liable to refund to the Purchaser the Total Consideration or part thereof paid by the Purchaser in respect of the Unit in 12 (twelve) equal monthly installments through post dated cheques together with simple interest thereon at 12% per annum from the date of receipt of the Total Consideration or part thereof by the Company till the date of repayment. The first of such instalment shall commence from the 13th month from the date of letter of termination till the 24th month thereof. In the event neither Party terminates this Agreement under this clause within the said period of 90 (Ninety) days, the Parties shall, without being liable to the other, be deemed to have agreed to continue with the Agreement and waived their right to terminate this Agreement except that the date of offer of possession of the Unit shall stand extended by the period during which the reasons aforesaid continue to exist.

11.5 Notwithstanding the provisions hereof, the Company shall without being liable to the Purchaser be entitled to reasonable extension of time for making

available the Unit for fit out or completion of said Building beyond the aforesaid dates mentioned in Clause 11, if the same is delayed for reasons beyond the control of the Company including on account of:-

(i) Non-availability of steel, cement, other building material, water or electric supply, or

(ii) Labour problems, shortage of water supply or electric power or by reason of any act of God, or

(iii) non delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public or Competent authority or of the court or on account of delay in issuance or non-issuance or receipt of NOC's, Licenses, Occupation Certificate, Approvals etc. or non availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Company., or.

(iv) Economic Hardship.

(v) Delay in receipt of documents and/or Approvals.

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

12. DEFECT LIABILITY

[illegible] 12 (twelve) months from the Date of Offer of Possession (for [illegible]) the Purchaser brings to the notice of the Company any defect in workmanship of the Unit or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Company at their own costs. In the case it is not possible to rectify such defects, and then the Purchaser shall be entitled to receive from the Company reasonable compensation for rectifying such defect, based on the estimated cost of rectifying such defect as may be determined by the Project Architect of the Company. Provided that the liability of the Company under this clause shall not exceed Rs.5,00,000/-(Rupees : Five Lakhs only).

13. SET OFF / ADJUSTMENT

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

14. ULTIMATE ORGANIZATION

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

14.2. The Purchaser hereto agrees and confirms that the Unit is situated in the Project Land and that the Project Land shall be conveyed to the Federation of Ultimate Organization (s) (if applicable)/Ultimate Organization (if Federation is not applicable). Such conveyance shall be executed at anytime after the operations of the Building are taken over by the Ultimate Organization and upon request of the Federation of Ultimate Organization (s) (if applicable)/Ultimate Organization (if Federation is not applicable) to such effect, and subject to the entire consideration and all outstanding dues being paid by each of the unit purchasers who has purchased a unit in the said Building. Any conveyance executed prior to the completion of the entire development on the said Property shall only be in relation to the structure of the Building along with the FSI consumed in such Building and subject to the right of the Company to dispose off any unsold [illegible] any and receipt of the entire consideration amount and outstanding [illegible] flat purchasers consume entire balance FSI, balance TDR and any [illegible] future increase in FSI and TDR, additional FSI due to change in law or [illegible] government or local authority on the said Property and to use [illegible] and all the facilities, amenities and services for such future [illegible] or during development or otherwise. It is understood that there may be portions of the said Property which do not form part of the Project Land and such portions of the said Property beyond the Project Land may be used for any purpose as permitted by the [illegible] regulations/law by the Company and the Federation/Ultimate Organization shall have no claim or control over the same.

14.3 The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of the Building/Federation and/or Ultimate Organization shall not be changed without the prior written consent of the Company. The Purchaser is also aware for various other buildings to be constructed on the said Property, various such ultimate organizations may be formed as per the terms decided between the Company and the purchasers in the said Buildings.

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

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

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

15. FACILITY MANAGEMENT COMPANY

15.1 The Purchaser is aware that the Buildings including the Building and maintenance of the common areas and amenities of the Building/Property the provision of services including the Club shall be managed by a Facility Management Company (FMC) appointed by the Company for a period upto 60 (sixty) months commencing from the date of offer of the Unit for possession (for fit outs) and thereafter, which [illegible] decided by the Ultimate Organization/Federation. The Purchaser [illegible] other purchasers of the Units shall be entitled to avail of the [illegible] provided or arranged by or through the FMC at a cost or charges that may be fixed by the FMC. All common costs/charges and expenses that may be claimed by the FMC shall be to the account of and borne by the Purchasers of the Unit and/or Units in the Building. These common costs shall be shared by all such purchasers on pro-rata basis determined by the Company and/or FMC, which determination shall be binding on the Purchaser.

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

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

**** ThumbNail After Upload (IGR, Pune) ****** iSarita v3.0 ****

i. Such FSI Free Constructed Spaces cannot be sold. The tenure/lease of such FSI Free Constructed Spaces by the Service Providers shall not exceed 30 (thirty) years

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

iii. The Company shall be entitled to first recover the cost of inter alia fitouts, furnishings and equipment provided by the Company for such FSI Free Constructed Spaces, along with interest thereon @ 12% p.a. (calculated from date of investment till the date of repayment) from the profit share/revenue share/rent payable by the third parties/operators. Any amount from the profit share/revenue share/rent payable by the third parties/operators in excess of this shall be paid to the Ultimate Organization only and the Company shall not have any right in such amount.

iv. Any external members of such facility(ies) shall abide by the security, dress and behavorial guidelines that would apply to the residents of the Building.

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

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

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

16.2 **Restricted Areas and Amenities**

Upon making full payment of all amounts due under the Agreement and completion of the Building, the Purchaser shall be entitled to the facilities of the "CLUB", which is proposed to be constructed on the property forming part of the Property under the control of FMC or any other person nominated by the FMC. The number of club members permitted to use the Club is as stated in Annexure 2 hereto. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the FMC from time to time. Similarly, charges for any guests shall be determined by the FMC. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the operator(s) of "the CLUB". The Purchaser hereto is aware that the Company is constructing one or more club/s in the Property and the Purchaser shall have access only to the club/s in respect of his Building. The Purchaser undertakes to be bound by the rules framed by the FMC/Company with regard to the access to the Club/s and/or clubs in the Project and the Purchaser hereby waives his right to raise any objection in this regard. The right to use the facilities at the Club shall be personal to the Purchaser of the Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Unit in the Building is sold/transferred by the Purchaser then the Purchaser shall be deemed to have transferred the right to utilize the said facilities as well as the membership to the then purchaser/transferee of the Unit. It is, however, clarified that that the Company/Operator shall be entitled to grant membership rights to

such other person/s as they may deem fit to be and the Purchaser shall not be entitled to object to the same. The Purchaser shall be obliged to pay the charges, if any, levied by the operator of the Club for specific service(s) availed of by the Purchaser. The Purchaser shall, in addition to the Total Consideration and other amounts payable hereunder, at the time the Unit is made available to the Purchaser for fit-outs, be obliged to and agrees to pay to the Company towards non-refundable club membership admission service/user fees the amount as set in Annexure "2" hereto in respect of the "Club" from the month the services of the Club are made available to the purchasers of the units in the Building. It is clarified that certain facilities shall have usage charges in addition to the said club membership charges and same shall be payable on or before the Date of Offer of Possession (for fit outs).. as specified by the Company, along with applicable taxes. The membership to the Club shall be renewal on such the terms, conditions and charges may be imposed by the Operator of the Club or Ultimate Organization, as the case may be.

16.3 The Company does not warrant or guarantee for use, performance or otherwise provided by the operator of the Club. The Parties hereto agree that the Company shall not be responsible and/or liable in connection with any deficiency or the performance/non performance of the services or otherwise provided to the Purchaser.

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

17.1 **SOCIETY AND OTHER CHARGES:**

The Purchaser shall on or before the Date of Offer of Possession (for fit outs), in addition to the Total Consideration, pay to the Company the Society and Other Charges, set out in Annexure 2 hereto, CAM Charges, Land/Property Tax Maintenance charges, Property Tax and Building Protection Deposit.

17.2.1 The Purchaser shall pay the CAM Charges at the rate as set out in Annexure"2". The CAM Charges shall be estimated/calculated on the basis of the basis of costs incurred by the FMC + 20% margin (excluding utility costs). The 'costs incurred by FMC' shall include all direct costs and indirect costs / overheads allocable to providing of the CAM services for the said Building. However, the the CAM charges shall not include the cost associated with Diesel (or any other fuel) consumption and electricity/HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals. Further, Property Taxes shall not form part of the CAM charges and same shall be dealt with as per the Clause 17.3.

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

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

17.2.4 For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from 30 (thirty) days after the Date of Offer of Possession (for fit outs),

regardless of whether the Purchaser takes such possession (for fit outs) or not. Such date shall be referred to as "CAM Commencement Date". In such case that the unit/s are sold after the Date of Offer of Possession (for fit outs), the CAM for the unit shall commence from the date of which the last installment of the consideration amount (excluding society, maintenance and equivalent charges) is payable as per the agreed terms of allotment plus 15 (fifteen) days.

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

17.2.6 The Purchaser undertakes to make payment of the estimated CAM charges for the first 18 (eighteen) months within 30 (thirty) days from the date of offer of the Unit for Fit Outs.

17.3 **PROPERTY TAXES**

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

17.3.2 The Property tax shall be collected on the basis of the Building from the Commencement Date (as defined herein). The actual amount of property tax payable shall be as per the demand(s) raised by the authorities. The Company upon receipt of such demand, the Company shall pay the amount collected from all the purchasers of the said wing/Building directly to the authorities and provide the receipt for the same to the Ultimate Organization. In the event of any shortfall between the amount deposited with the Company by the Purchasers towards 'Property Tax' and the demand raised by the authorities ("Shortfall Amount"), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same to the Company is paid within 7 (seven) days of such intimation. The Company shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the Purchasers. In case there is any surplus amount collected vis-à-vis the demand raised by the authorities, the same shall be handed over to the Ultimate Organization at time of handover of the affairs of the Ultimate Organization to the Purchasers.

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

17.4. **BUILDING PROTECTION DEPOSIT**

17.4.1 The Purchaser shall within 15 (fifteen) days from the date of offer of the Unit for fit outs, pay to the Company, the Building Protection Deposit set out in Annexure 2 hereto.

17.4.2 The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out work by the Purchaser and subject to the possession policy and permissible changes policy of the Company. In the event that the Purchaser violates/fails to comply with the possession policy and permissible changes policy of the Company/FMC, then the Purchaser undertakes to rectify/restore the Unit within 15 (fifteen) days at his costs, expenses and risk. In the event that the Purchaser fails to rectify/restore the Unit within the time period stated hereinabove, the Company /FMC shall be entitled to rectify/restore the Unit at the costs and risk of the Purchaser. The costs and expenses incurred by the Company /FMC in this regard shall be recovered from the Building Protection Deposit. The Company /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment etc. The Purchaser hereto provides unconditional, and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his/her/its rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company /FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Purchaser refrains from paying the extra amount, the same shall be adjusted from the CAM charges duly paid by the Purchaser and shall be reflected as arrears and shall be recovered from the Purchaser by the Ultimate Organization, at the time same is

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

17.4.4 In the event the of any violations are observed by the Company's representatives/nominees then same will be intimated to the Purchaser and the Purchaser shall get the same rectified within 30 (thirty) days from the date of at the said intimation at his / her/its cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard – these costs, shall be recovered from the Building Protection Deposit.

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

***** ThumbNail After Upload (JCR_Pune) ****** iSarita v3.0 ****

17.5. **LAND/PROPERTY REIMBURSEMENT TAX**

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

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

17.7 The Company shall maintain a separate account in respect of sums received by the Company from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Ultimate Organization towards the outgoings, legal charges and shall utilize the amount only for the purposes for which they have been received

18. **TAXES AND LEVIES**

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

19. **INTEREST**

The Purchaser agrees to pay to the Company interest [illegible] per annum quarterly compounded, on all the amounts including the [illegible] consideration or any part thereof, which become due and payable by [illegible] to the Company under the terms of this Agreement from the [illegible] amount becoming due and payable by the Purchaser to the Company, till the date of realization of such payment. The Purchaser confirms that the payment of interest by the Purchaser shall be without prejudice to the rights and remedies of the Company and shall not constitute a waiver by the Company, unless specifically provided by the Company in writing. The Purchaser confirms and accepts that the rate of interest prescribed in the Agreement is just and reasonable having regard to the huge costs involved in the procurement of the rights in respect of the Property, the development of the Property, the cost of the funds at which lenders generally provide funding to developers and/or the loss or damage likely to be caused on account of default/delay in payment of the amounts by the Purchaser hereunder. The Purchaser also confirms and agrees that the rate of interest payable by the Company upon refund of the Total Consideration or part thereof under Clauses 11 is just and proper having regard to the rate of interest at which the loans are made available by the Bank and Home Finance Companies to the individual purchasers for purchase of the units and the Purchaser waives his right to raise any objection or make claims to the contrary, in that regard.

20. **Purchaser's COVENANTS**

The Purchaser for himself with intention to bring all persons into whosoever hands the Unit may come, doth hereby covenant with the Company as follows:-

a. To maintain the Unit at the Purchaser's own cost in good tenantable repair and proper condition from the Date of Offer of Possession (for Fit Outs) and shall not do or suffer to be done anything in or to the Building in which the Unit is situated, or to the staircase or any passages in which Unit may be situated against the rules, regulations or bye-laws or concerned local or any other authority or change / alter or make addition in or to the Building in which the Unit is situated and the Unit itself or any part thereof.

b. The Building name shall not be changed at any time by the Purchaser or the Ultimate Organization without the prior written consent of the Company.

c. The Purchaser shall only upon obtaining and after receipt of the Occupation Certificate, use the Unit or any part thereof or permit the same to be used for purpose of residence and not for commercial use or as a guest house by whatsoever name and shall use the Car Parking Space only for purpose of keeping or parking the Purchaser's own vehicle/s.

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

e. Not to store in the Unit any goods which are of hazardous, combustible or of dangerous nature so as to damage the construction or structure of the Building in which the Unit is situated or storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or likely to

damage the staircases, common passages or any other structure of the Building in which the Unit is situated, including entrances of the Building in which the Unit is situated and in case any damage is caused to the Building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.

f. To carry at his own cost, all internal repairs and maintain the Unit in the same condition, state and order in which it was delivered by the Company to the Purchaser and shall not do or suffer to be done anything in or to the Building in which the Unit is situated which may be given as per the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.

g. Not to carry out any additions or alterations in the Unit and/or Building which affect the structure, façade and/or services of the units/wing (including but not limited to not making any change or to alter the windows and/or grills provided by the Company) and the Company shall not be responsible, if additions and alterations are done in the Unit and/or the Building by the Purchaser (or any agent thereto), in violation of building regulations.

h. Not to make any changes to the common area/lobby and structural changes in the Building. The Purchaser shall not relocate brick walls onto any location which does not have a beam to support the brick wall. The Purchaser shall not change the location of the plumbing or electrical [illegible] (except internal extensions). Further, the Purchaser shall not change the location of the wet/waterproofed areas. The Purchaser undertakes to comply with the possession policy and the permissible [illegible] policy of the Company as amended from time to time.

i. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any [illegible] addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the Building in which the Unit is situated and shall keep the portion, sewers, drains pipes in the Unit and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Company and/or the Ultimate Organization.

j. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the portion of the said Property and the Building in which the Unit is situated or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.

k. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of the said Property and/or the Said Building in which the Unit is situated.

l. Ensure and cause the Ultimate Organization that the Building is painted once every 5 years and kept in good and proper condition.

m. Not to put any wire, pipe, grill, plant, outside the Unit and not to dry any clothes and not to put any articles outside the Unit or the windows of the Unit.

n. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). Further, the Purchaser shall also be given the opportunity for inspecting the Unit prior to taking possession (for fit outs).

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

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

q. To pay to the Company within 7 (seven) days of demand by the Company his share of security deposit demanded by concerned local authority or Government or giving water, electricity or any other service connection to the building in which the Unit is situated. To pay to the Company within 7 (seven) days of demand by the Company, his share of HVAC and Diesel connections charges in the Unit which will be calculated on a prorata basis.

r. The Purchaser is aware that brickwork, plaster, flooring and painting, whether internal or external, may be initiated and demanded by the Company at any stage during the construction cycle. The Purchaser undertakes to make payment of the same as and when demanded.

s. To clear and pay increase in local taxes, development charges, water charges, insurance and such other taxes, fees, levies, if any, which are imposed by the concerned local authority and / or government and / or other public authority, on account of change of user of the Unit by the Purchaser viz user for any purposes other than for residential or otherwise.

t. The Purchaser acknowledges that as on the Date of Offer of Possession (for fit outs), works in the Unit shall be complete and the Unit shall have regular water and electricity supply, as well as lift access. There may be certain works which may be ongoing in the Building/Property at such time but all due care shall be taken to ensure that the fit outs of the Unit are not affected in any manner by such works. It is clarified that the Offer of Possession (for fit outs) entitles the Purchaser to carry on interior and other related works in the Unit but does not entitle the said Unit to be occupied till such time that the Occupation Certificate is received in relation to the said Unit.

*** ThumbNail After Upload (IGR, Pune) ****** iSarita v3.0 ****

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

v. The Purchaser shall observe and perform all the rules and regulations or bye-laws which the Ultimate Organization of the said Property may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for the protection and maintenance of the Building and the Unit therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Ultimate Organization regarding the occupation and use of the Unit in the Building in accordance with the terms of this Agreement.

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

x. Until a Deed of Conveyance in favour of the Ultimate Organization is executed and the entire project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors, contractors, agents with or without workmen and others, at all reasonable times to enter into and upon the Unit, Building and Buildings or any part thereof to view and examine the state and condition thereof.

y. The Purchaser shall be free to complete the fitout work of the Unit and complete all works required to make the Unit habitable/usable during the period after the Date of Offer of Possession (for Fit outs).

z. In the event the electric meter of the Unit has not been installed by the Date of Offer of Possession (for Fit Outs), the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electric distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum to the Company for providing this supply, which shall be made known to the Purchaser prior to the handover of the Unit for fit outs.

aa. Notwithstanding anything contained herein, the Purchaser is aware that the Application Money I and the Application Money II duly paid by the Purchaser at that time of application for allotment of the said Unit, is a guarantee/security for the due performance of his/her contractual obligations under this Agreement and the Company is entitled to forfeit the full or part of the said the Application Money I and the Application Money

in terms of this Agreement and the Purchaser has no objection to the same and it waives its/his/her right to raise any objection with respect to the same.

bb. The Purchaser is aware that for buildings where construction has commenced and/or completed, all construction related dues need to be completed as demanded by the Company, and the Purchaser has no objection to the same and it waives its/his/her right to raise any objection with respect to the same.

cc. The Purchaser is aware and hereby confirms that the Company hereto has provided its consent to MCGM / Municipal Commissioner of the MCGM shall be entitled to hand over the Amenities Building along with the independent exclusive facilities / amenities provided for the Amenity Plot and the Built up Amenity to any person or persons, any third party or legal entity for operation, management and maintenance on the terms and conditions as may be decided by the MCGM / Municipal Commissioner of the MCGM. The Purchaser confirms that it has no objection to the same and waives all its rights to raise any objection in this regards.

dd. The Purchaser is aware that MCGM / Municipal Commissioner of the MCGM reserves the right to change the user of the Built up Amenity without the consent of the Company/Purchasers/Ultimate Organizations/Federation. The Purchaser confirms that it has no objection to the same and waives all its rights to raise any objection in this regards.

ee. The Purchaser is aware that the MCGM / Municipal Commissioner of the MCGM shall be entitled to undertake or permit undertaking of additional constructions on the Amenity Plot as well as carry out additions / alterations and internal changes on / within the built up amenity without obtaining any permission from the Company/purchasers/Ultimate Organization/Federation.

ff. The Purchaser is aware that to MCGM shall maintain the Built up Amenity at the cost of the MCGM. The Purchaser confirms that it has no objection to the same and waives all its rights to raise any objection in this regards.

gg. The Purchaser is aware that MCGM shall have right to connect the drainage system of the Amenities Plot as well as that of the Built Up Amenity with the drainage system of the Property as well as the building / buildings constructed on the balance portion of the said property and if so connected the maintenance and the cost of the maintenance of the drainage system of the amenity plot as well as that of the Built Up Amenity shall be that of the Ultimate Organization/Federation. The Purchaser confirms that it has no objection to the same and waives all its rights to raise any objection in this regards.

hh. The Purchaser is aware that MCGM shall not be a member of the Ultimate Organization/Federation and as such shall not be liable to pay any outgoings to the Ultimate Organization/Federation. The Purchaser confirms that it has no objection to the same and waives all its rights to raise any objection in this regards.

ii. The Purchaser is aware that the Deed of Conveyance in respect of the said Project Land in favour of the Ultimate Organization/Federation the Amenity Building shall not be conveyed in favour of the Ultimate Organization/Federation. The Purchaser confirms that it has no objection to the same and waives all its rights to raise any objection in this regards.

jj. The Purchaser is aware that the Company has constructed an Amenities Building on the Larger Property and same is handed over to MCGM free of cost and free of encumbrances. The Purchaser confirms that it has no objection to the same and waives all its rights to raise any objection in this regards.

kk. The Purchaser confirms that MCGM shall maintain the Amenity Plot as well as the Built Up Amenity, including the independent exclusive facilities/amenities provided for the Amenity Plot and the Built Up Amenity at the cost of MCGM.

ll. The Purchaser confirms that MCGM shall not be a member of the Ultimate Organization/Federation. The Purchaser confirms that it has no objection to the same and waives all its rights to raise any objection in this regards.

mm. The Purchaser confirms that the MCGM shall not be liable to pay to the Ultimate Organization/Federation with respect to Amenities Building. The Purchaser confirms that it has no objection to the same and waives all its rights to raise any objection in this regards.

nn. The Purchaser confirms that MCGM / the Municipal Commissioner of the MCGM would be entitled to hand over the Built Up Amenity as well as the Amenity Plot with independent exclusive facilities / amenities provided for the Built Up Amenity as well as the Amenity Plot to any person or persons, any third party or legal entity for operation, management and maintenance on such terms and conditions as may be decided by the MCGM / the Municipal Commissioner of the MCGM. The Purchaser confirms that it has no objection to the same and waives all its rights to raise any objection in this regards.

oo. The Purchaser hereto agrees and acknowledges that MCGM / the Municipal Commissioner of the MCGM shall be entitled to carry out additional constructions on the Built Up Amenity on the Amenities Plot as well as undertaking of additions / alterations and internal changes within the Built Up Amenity without the permission of the concerned Ultimate Organization/Federation. The Purchaser confirms that it has no objection to the same and waives all its rights to raise any objection in this regards.

pp. The Purchaser hereto agrees and acknowledges that MCGM / the Municipal Commissioner of the MCGM shall be at liberty to change the user of the Built Up Amenity without the permission of the concerned Ultimate Organization/Federation. The Purchaser confirms that it has no objection to the same and waives all its rights to raise any objection in this regards.

qq. The Purchaser hereto agrees and acknowledges that MCGM / the Municipal Commissioner of the MCGM, that MCGM shall have to right to connect the drainage system of the Built Up Amenity as well as the Amenity Plot with the internal drainage system of the said Property as well as the drainage system of the Buildings constructed on the balance portion of the said Property. The Purchaser confirms that it has no objection to the same and waives all its rights to raise any objection in this regards.

rr. If the drainage system of the Built Up Amenity as well as the Amenity Plot is connected with the internal drainage system of the said Property as well as the drainage system of the Buildings constructed on the balance portion of the said Property the maintenance thereof shall be that of the concerned Ultimate Organization/Federation at the cost of the concerned

Ultimate Organization/Federation. The Purchaser confirms that it has no objection to the same and waives all its rights to raise any objection in this regards.

ss. The Built Up Amenity as well as the Amenity Plot shall not be conveyed in favour of the concerned Ultimate Organization/Federation. The Purchaser confirms that it has no objection to the same and waives all its rights to raise any objection in this regards.

tt. The MCGM shall not be responsible for any consequences arising out of deficiency in the segregating distances

uu. It is agreed that in the event that the Federation or Ultimate Organizations (if applicable) and Ultimate Organization (if no Federation is applicable) has been formed but there is/are unit/s in the Building that are not sold by the Company, till such time that such unsold unit/s is/are sold/leased, the property tax for such unsold units shall be payable by the Company as charged by the competent authorities and the common area maintenance charges shall be payable by the Company for such unsold units from the date of handover of the Ultimate Organization by the Company. It is hereby agreed by the Purchaser (and the Purchaser shall cause the Ultimate Organization/Federation to agree and ratify) that the Company shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold units without any consent/no-objection of any nature whatsoever in this regard from the Ultimate Organization/Federation and such purchaser of such unsold unit/s shall be and shall deemed to be a member of the Ultimate Organization/Federation. The Purchaser hereby agrees that it shall forthwith admit such flat purchasers of the Company as their purchasers and/or shareholders and shall forthwith issue share certificates and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from them any [illegible] or any other amount of whatsoever nature in respect [illegible] Further, it is hereby agreed that the purchaser/lessees/occupants of the said unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the common areas, amenities and facilities [illegible] par with any other member of the Ultimate Organization/Federation.

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

ww. The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, clubhouse (if applicable), temple (if applicable) are maintained to the highest standards with regular cleaning and maintenance. Refurnishing / major overhaul to be done every 5 years, starting from Date of offer for Possession (for fitouts).

xx. The Purchaser confirms that the Purchaser has chosen to invest in the said Unit after exploring all other options of similar properties available with other developers and available in re-sale in the vast and competitive market in the vicinity and the Purchaser confirms that the said unit/development is suitable for the Applicant and therefore has

voluntarily approached the Company for allotment of the said Unit in the development.

yy. The Purchaser shall not make or permit to be made any alterations/additions to the façade of the building/wing and/or the structural elements of the Building/wing

zz. In order to have adequate funds to meet these obligations, the Purchaser undertakes to pay and the Ultimate Organization/Federation shall collect a sum equivalent to minimum 10% of the monthly maintenance charges (excluding any government levies) as 'sinking fund' from each purchaser/member and the same shall be kept in a separate account which shall be used for undertaking major capital and/or renovation expenses related to the Building and its key common areas.

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

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

21.1 If the customer is in default of any of his/her/its obligations under this agreement, including (but not limited to) making payment of all due amounts as per as per schedule stated in Annexure 2 (and interest thereon, if any) within 15 days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue notice to the Purchaser of such default and the Purchaser shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event that the Purchaser fails to to cure such default within 15 days from the date of notice of such default (or such default is not capable of being rectified), the Company shall be at its option to terminate this agreement by sending a termination letter by Registered AD/Speed Post. On such termination, the following shall apply:

(a) The allotment/booking/agreement for the said Unit(s) shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the said Unit(s), save and except the right to receive refunds of amounts as per b. below.

(b) All amounts paid to the Company by the Purchaser (excluding taxes) shall be refunded, after deducting an amount equal to 10% of the value of the consideration for the unit(s) + applicable government levies thereon (if any). The said refund shall be made through Post-dated cheques (PDCs) in 12 equal monthly installments. The first such installment shall commence from the 13th month of the date of the letter of termination till the 24th month thereof. The Purchaser can collect the said cheques at any time from the Company after giving notice by email / letter of atleast 3 working days

21.2 The Purchaser agrees not to do or omit to do any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Project/Building or Lodha Group or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Company shall, without prejudice to any other rights or remedies available in law, be entitled to the termination of the Agreement to Sell.

22. **MISCELLANEOUS**

22.1 Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Unit or of the said Property and Building or any part thereof. The Purchaser shall have no claim with regards to all the open spaces, parking spaces, lobbies, staircase, terraces, gardens attached to the other Units recreation spaces etc., save and except in respect of the Unit hereby agreed to be sold to him/her/them as set out herein.

22.2 All Notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers by Registered Post A.D. / Under Certification of Posting at the address specified in Annexure "2" hereto.

23. **DISPUTE RESOLUTION AND GOVERNING LAW**

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

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

23.3 [illegible]sion of the Arbitrator shall be in writing and shall be final and binding on [illegible] The Award may include costs, including reasonable attorney fees and [illegible] judgment upon the award may be entered by the Courts in [illegible]

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

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

24. **SEVERABILITY**

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

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

25. **WAIVER**

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

26 **ENTIRE AGREEMENT**

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

27. **CORRESPONDENCE**

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

28. **CONFIDENTIALITY**

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

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

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

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

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

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

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

SCHEDULE OF PROPERTY

(Larger Property)

THE FIRST SCHEDULE ABOVE REFERRED TO

FIRSTLY All that pieces and parcels of land and structures standing thereon bearing old Survey No. 73/1 (Part) and 73/3 (part) and C.T.S. Nos. 1294/3, 1294/4, 1294/5, 1294/6 and 1294/7 aggregate admeasuring 11,127 sq.mtrs. or thereabouts lying being and situated at Village Kanjur, Taluka Kurla, South Salsette, Bombay Suburban District forming part of the Greater Bombay in the Registration Sub-District of Bandra and bounded as follows, that is to say on or /towards the North partly by Kanjur Village Road and partly by Survey Nos. 72 (4), 72 (5), 72 (6) and 72 (7), on or towards the South by Survey Nos. 73 (1) part and 74 (part), on or towards the East partly by Creek and partly by Survey Nos. 169 and on or towards the West partly by Survey Nos. 72 (7) and 74 (1)

SECONDLY All that pieces and parcels of land and structures standing thereon bearing old Survey Nos. 73/1(part), 73/2 and 74/1 and C.T.S Nos. 1293, 1293/1 to 5 aggregate admeasuring 24,414.08 sq.mtrs. or thereabout equivalent to 29199 sq. yards or thereabout lying being and situated at Village Kanjur, Taluka Kurla in Bombay Suburban District and bounded as follows, that is to say on or towards the North partly by Kanjur Village Road, partly by Survey No. 72 pat nos. 3, 4, 5, on or towards the South by the Survey Nos. 169 (part), on or towards the East by Survey Nos. 169 (part) and Survey Nos. 69 and on or towards the West partly by Central Railway and partly by the Survey No. 73 part no. 1 (part).

THIRDLY All that pieces and parcels of land and structures standing thereon bearing Survey No. 275 (Part) and corresponding City Survey No. 657A and after sub-division bearing new C.T.S. No. 657/A/2/C and 657/A/2/C-1 admeasuring 39690.85 sq.mtrs. or [illegible] and after sub-division 39,119,73 sq. mtrs or thereabouts situate lying [illegible] at Village Kanjur Marg, Taluka Kurla in Bombay Suburban District [illegible] follows, that is to say on or towards the North by C.T.S. No. 1293, on [illegible] by CTS No. 657-A, on or towards the East by CTS No. 657-D and [illegible] towards the West by boundary of Village Hariyali.

(SAID PROPERTY)

All that pieces and parcels of land and structures standing thereon bearing Survey No. 275 (Part) and corresponding City Survey No. 657A and after sub-division bearing new C.T.S. No. 657/A/2/C and 657/A/2/C-1 admeasuring 39690.85 sq.mtrs. or thereabouts and after sub-division 39,119,73 sq. mtrs or thereabouts situate lying being and situated at Village Kanjur Marg, Taluka Kurla in Bombay Suburban District and bounded as follows, that is to say on or towards the North by C.T.S. No. 1293, on or towards the South by CTS No. 657-A, on or towards the East by CTS No. 657-D and on or towards the West by boundary of Village Hariyali.

*** ThumbNail After Upload (IGR, Pune) ****** Sarita v3.0 ****

करल-१
२०१५ | ३७ | ११५
२०९४

THE SECOND SCHEDULE ABOVE REFERRED TO:

THE AMENITY PLOT

The pieces or parcels of land and ground situate lying and being at Kanjurmarg (East) in Greater Mumbai bearing CTS No. 657/A (pt) of Village Kanjur admeasuring 5543.00 square meters or thereabout in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows:

ON OR TOWARDS THE EAST BY) C.T.S. No. 657/A (pt)
ON OR TOWARDS THE WEST BY) C.T.S. No. 657/A (pt)
ON OR TOWARDS THE SOUTH BY) C.T.S. No. 657/A (pt)
ON OR TOWARDS THE NORTH BY) C.T.S. No. 657/A (pt)

THE THIRD SCHEDULE ABOVE REFERRED TO:

BUILT UP AMENITY

Built up area admeasuring 9447.12 square meters consisting of basement + ground + three upper floors in the building constructed on the land situate, lying and being at Kanjurmarg (East) in the Greater Mumbai bearing CTS No. 657/A(pt) of Village Kanjur admeasuring 5543.00 square meters or thereabouts in the Registration District and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows:

ON OR TOWARDS THE EAST BY) C.T.S. No. 657/A (pt)
ON OR TOWARDS THE WEST BY) C.T.S. No. 657/A (pt)
ON OR TOWARDS THE SOUTH BY) C.T.S. No. 657/A (pt)
ON OR TOWARDS THE NORTH BY) C.T.S. No. 657/A (pt)

करल-१
२०१५ | ३८ | ११५
२०९५

SIGNED AND DELIVERED
LODHA DEVELOPERS PRIVATE LIMITED
Mr. Surendran Nair (POA)
The Companyabovenamed
Is hereunto affixed pursuant to
through the hands of Constituted Attorney
of Company vide Power of Attorney
dated
on 31st day of MAY 2015
in the presence of:
1. Prajakta
2. Prajakta

SIGNED AND DELIVERED
By the within named Purchaser

KALPESH RAUT

Amit P. Raut
Amit Prabhakar Raut
POA of
Kalpesh A Raut

in the presence of:
1. Sunil S Patil
2. Sourabh Mohan Shah

करल-१
२०१५ | ३९ | ११५
२०९६

RECEIVED on the day and year first hereinabove written of and from the Withinnamed Purchaser the sum of Rs. 34,52,650/- (Rupees Thirty Four Lakhs Fifty Two Thousand Six Hundred Fifty Only) Being the amount to be paid by the Purchaser on execution of these Presents to us by Cheque No. NEFT Dated 24.04.2015, 27.04.2015, 15.05.2015, 18.05.2015 Drawn on _____

Rs. 34,52,650/-

WE SAY RECEIVED

LODHA DEVELOPERS PRIVATE LIMITED

AUTHORIZED SIGANTORY

WITNESSES:-
1.
2.

करल-१
२०१५ | ४० | ११५
२०९७

Annexure-1

A. Jolly Board Limited is seized and possessed of and well and sufficiently entitled to pieces and parcels of land bearing City Survey No.1294, 1293 and 657-A in aggregate admeasuring 75163 sq. mtrs. or thereabouts lying being and situated at Village Kanjur Marg in Bombay Suburban District and in the registration and Sub District Bombay City and Suburban more particularly described Firstly, Secondly, and Thirdly in the Schedule of Property hereinabove;

B. By an Indenture of Conveyance dated September 26, 1957 and registered with Sub Registrar of Assurances Bombay under Serial No.430/1958, A. H. Bhiwandiwalla & Co (Bombay) Private Limited Proprietors of M/s Bhiwandiwalla Industries therein referred to as the "Vendors" and Jolly Brothers Private Limited therein referred to as the Confirming Party inter alia granted, sold, conveyed and transferred to Jolly (then known as Anil Hardboard Limited) all that piece or parcel of land situate at Kanjur bearing Survey No.73/1 (Part) and 73/3 C.T.S. No. 1294/3, 1294/4, 1294/5, 1294/6 and 1294/7 admeasuring in aggregate an area of 2 acres and 30 gunthas equivalent to 11,127 sq. mtrs or thereabouts and more particularly described at Firstly in the First Schedule hereunder written;

C. By an Indenture of Sub-Lease dated October 5, 1960 and registered with Sub-Registrar of Assurances Bombay bearing Sr. No. 9950/1960 Sir Mohammad Yusuf Khot therein called the Sub-lessor and Jolly Brothers Private Limited therein called the confirming party inter alia demised unto Jolly (then known as Anil Hardboard Ltd) all that piece or parcel of land situate at Village Kanjur bearing Survey No.73/1 part, 73/2 and 74/1 CTS Nos.1293, 1293(1) to (5) admeasuring 29199 sq. yards equivalent to 24414.08 sq. mtrs more particularly described at Secondly in the [illegible] hereunder written by way of a Sub-lease in perpetuity, subject to [illegible] Lease Deed dated July 7, 1835 and another instrument dated [illegible] (both therein collectively referred to as the said Lease);

D. By a Sub-lease dated 5th March, 1957, made by and between Sir Mohamed Yusuf Khot therein referred to as "the Sub-Lessor" of the One Part and Jolly Brothers Private Limited therein referred to as "the Sub-lessee" of Other Part, the said Sir Mohamed Yusuf Khot agreed to Sub-Lease to the said Jolly Brothers Private Limited the property bearing Survey Nos.73/1(part), 73/2 and 74/1 CTS Nos.1293, 1293(1) to (5) admeasuring 34,000 square yards equivalent to 28,428.33 square metres, or thereabouts, on the terms, conditions and covenants therein contained and on the part of the lessee to be paid, observed and performed.

F. It appears that the said Sir Mohammed Yusuf Khot filed a suit being Suit No.481 of 1953 against the State of Bombay for a declaration that he was the owner of the Survey No. 169 (part) and subsequently changed to Survey zno. 275 and that the Salsette Estates (Land Revenue & Exemption Abolition) Act, 1951 does not apply to the said Kanjur Village and in pursuance thereof the Government cannot apply the provisions of the said Act to the new /survey No. 275.

***** ThumbNail After Upload (IGR, Pune) ****** iSarita v3.0 ****

F. By a Consent Order passed in the Notice of Motion taken out in the said Suit No.481 of 1953 on 11th October 1957, the Agreement dated 5th March, 1952 was confirmed and Jolly Brothers Private Limited became lessee in respect of the property more particularly described at Secondly in the First Schedule hereunder written subject to payment of certain amounts as contained in the said Consent Order.

G. Subsequently, the validity of the Salsette Estates (Land Revenue and Exemption Abolition) Act, 1951 was upheld by the Courts and the Proceedings to determine whether or not the survey No. 275 of Kanjur Village was a Government Land were continued/resumed by Tehsildar/Mamlatdar.

H. By an Order bearing No. LND/911 dated 26th May, 1960 issued by the Mamlatdar and further by Taluka Order bearing No. DILRBSD/WSI-95/62 dated 5th March, 1962, the New Survey No. 275 was declared as Government land.

I. On 1st August, 1963 the Jolly Brothers Pvt Ltd sub-leased to Anil Hardboards Limited the property bearing Survey No. 275 (Part) and Corresponding C.T.S. No. 657-A, adm approximately 39690.85 sq. mtrs or thereabouts. As per the Order issued by the Collector under Serial No. RTS/SR/KV–453/89, Jolly Brothers Pvt Ltd granted a Sub-lease to Anil Hard Boards Limited (Jolly Board Limited) for an area adm 9 acres 32 Gunthas equivalent to approx 39,690.85 sq. mtrs or thereabouts out of the larger portion from the year 1965 and the name of Jolly Board Limited appears as Sub-lessee in respect of the said property.

J. By a Resolution dated 11th May, 1970 issued by Government of Maharashtra, Revenue and Forest Department under Serial No. LND/2663/74120-Al, the Government sanctioned the grant of lease of the property to Jolly Brothers Pvt Ltd for a period of 99 (ninety Nine) years and on the terms and conditions mentioned therein.

K. Subsequently, it had come to the notice of the Government that the Jolly Brothers Pvt Ltd had further sub-leased an area admeasuring 24 acres forming part of the said larger property from 1963 to 1969 to Jolly Brothers Pvt Ltd and other companies which were its sister concerns. In pursuance of the Resolution dated 17th February, 1984 issued by the Government of Maharashtra, Revenue and Forest Department under Serial No. LND-2678/14758 (ii) – G-8, the Government granted on lease and area adm aporox 66 Acres forming a part of the said property to Jolly Brothers Pvt Ltd and directed that Orders in respect of 14 acres of land sub-leased by Jolly Brothers Pvt Ltd to the Sub-lessees (including Anil Hard Board Pvt Ltd) during the period from 1963 to 1969 would be issued accordingly, subject tot the terms and conditions mentioned therein. And as per the said Resolution, Government granted on lease an area adm 66 acres forming a part of the Survey No. 275 (Part) to Jolly Brothers Pvt Ltd.

L. By a Resolution dated 13th May, 1985 issud by the Government of Maharshra, Revenue and Forest Department under Serial No. LND-2678/14758 (ii) – G-8, directed Separate Lease Deeds should be executed with the respective Sub-Lessees i.e. Anil Hard Boards Limited and ors for the prospective period of 30 yrs

with Government subject to the terms and conditions more particularly described in the Resolution dated 13th May, 1985.

M. By and under Articles of Co-Development dated December 2, 2005 and registered under No. 8229 of 2005 on December 2, 2005 in the office of Sub Registrar of Assurances, Kurla-1, Mumbai Suburban District, Development Agreement dated December 2, 2005 registered under Serial No. [8978] in the office of Sub-Registrar of Assurances at Kurla Jolly Board Limited grants the Company co-development rights and Jolly Board Limited and Company agree to jointly develop the land situate at Kanjurmarg bearing City Survey Nos. 1293, 1294 and 657A admeasuring 75,163 sq. mtrs or thereabout including (i) Land admeasuring 11,127 sq. mtrs. (2 acres and 30 Gunthas) bearing CTS No.1294 and Survey No.73/1 part and 73/3 (therein referred to as Part-Ia); (ii) Land admeasuring 24,345 sq. mtrs[1]. (29,199 sq. yards) bearing CTS No.1294 part/ 1293 Survey No.73/1 part/ 73/2 and 74/1 leased in perpetuity to Jolly by Sr.
Mohamed Yusuf (therein referred to as Part Ib)(Part Ia and 1b shall collectively be referred to as "Phase I"); (iii) Land admeasuring 39690.85 sq. mtrs. bearing CTS No.657A bearing Survey No.275 leased to Jolly Board Limited by the Government of Maharashtra (therein referred to as Part-II or "Phase II")

N. Pursuant to the Deed of Conveyance of Reversionary Rights dated 29th December, 2005, and registered under No.8978 of 2005 on 29th December, 2005, in the office of the Sub-Registrar of Assurances, Mr. Abdul Rashid Abdul Rehaman Yusuf, in his capacity as executor and trustee for the estate of the Late Sir Mohamed Yusuf Khot, interalia conveyed, granted and assured to Jolly Board Limited all the reversionary share, right, title and interest of the Vendor in all that piece and parcel of land situate at Village Kanjur bearing Survey no.73/1 (part), 73/2 and 74(i) with corresponding CTS Nos.1293, 1293(1) to (5) admeasuring approximately 18,031.40 metres or thereabouts.

O. By and under a Lease Agreement dated June 19, 2006 and registered with Sub-Registrar, Kurla - I, Mumbai Suburban District, registered under No.6373/06, the Governor of Maharashtra therein called the Lessor demised unto Jolly Board Limited for a period of 30 years with an option of renewal for a further term of 30 (Thirty) years from the date of execution thereof the leasehold rights in respect of all that pieces of land situated at Kanjur Taluka Kurla of Mumbai Suburban District within the City and Registration and Sub District Mumbai Suburban District bearing Survey No. 275 pt, C.T.S No.657-A admeasuring 39,690.85 sq.mtrs. or thereabouts upon terms, conditions and covenants as stated therein and more particularly described at Thirdly in the First Schedule hereunder written.

P. Pursuant to the Development Agreement and Power of Attorney both dated February 8, 2006. Modern Shares and Stockbrokers Limited ("Modern") and Just Textiles Limited ("Just Textiles"), the owners of plots bearing CTS Nos. 1294/3(p), 1294/7(p) and 1293(p) admeasuring 4960 sq. mts. and forming part of the said Property ("Assigned Plots"), assigned and transferred all the development rights in respect of the Assigned Plots for a lump sum consideration to the Confirming Party. By an agreement for assignment dated May 10, 2007 ("Assignment Agreement")[1] the Confirming Party has, for lump sum consideration, assigned and

transferred to the Company, development rights in respect of the Assigned Plots. Thereafter on 26th February, 2008, Confirming Party has also executed a Power of Attorney in favour of the Company authorizing the Company, inter alia, to develop, sell, transfer and convey the said Assigned Plots along with the building/structures constructed thereon in favour of any third party.

Q. Jolly Board Limited has permitted the Company to enter upon the Larger Property for the purpose of development.

R. Simultaneously with the execution of the Articles of Co Development, Agreement Jolly has executed a Power of Attorney dated December 2, 2005 and registered under the Serial No. 8230 of 2005 in favour of the Directors of the Company("Attorneys") inter alia authorizing the Company to develop the Larger Property;

S. By a Supplemental Agreement dated March 13, 2006 entered into by Jolly Board Limited of the one part and the Company of the second part ("the First Supplemental Agreement") the Articles of Co-Development Agreement recited hereinabove were inter alia modified with regard to the development envisaged.

T. By another Supplemental Agreement dated October 16, 2006 entered into between Jolly Board Limited of the one part and the Company of the other part ("the Second Supplemental Agreement") the Articles of Co-Development Agreement and the First Supplemental Agreement were modified.

U. By a Sub-division Order dated 29th May, 2009 issued by Officer of Sub Registrar of Mumbai Suburban District, the Said Property described thirdly in the First Schedule hereunder was sub-divided and C.T.S Number 657A/657 was subdivided and allocated New CTS Numbers. The following chart enumerates the C.T.S numbers and their corresponding area.

Serial No.	New C.T.S Number	Area in Square meters	
1.	657 A/1	69,18,594.04	Government of Maharashtra
2.	657/A/2	39,690.85	Jolly Board Limited
TOTAL		69,58,284.90	

V. On further perusal of the said Sub-division Order dated 29th May 2009, we observe that the said property described thirdly in the First Schedule bearing new Survey No. 657/A/2 and admeasuring 39,690.85 square meters was further sub- divided in the manner provided herein.

Serial No.	NewC.T.S Number	Area in Square meters	Owner
1.	657 /A/2/A	530.99	Road Set Back

2.	657/A/2/B	40.13	Road Set Back
3.	657/A/2/C	591.27	Jolly Board Limited
4.	657/A/2/C-1	38,528.46	Jolly Board Limited
TOTAL		39,690.00	

W. Public Interest Litigation bearing No. 31 of 2012 has filed by One Laksh Nagri Seva Sanstha before the Hon'ble Bombay High Court to inter alia impugn that the permission granted by the Government of Maharashtra for the development of the land mentioned therein including the Larger property. The PIL is pending disposal.

X. By an Indenture of Mortgage dated 5th October , 2012 registered under Serial No. BBE – 5- 18- of 2012 with the Sub-Registrar of Assurances at Kurla on 6th October 2012 made between the Company, therein referred to as the Mortgagor and Housing Development Finance Corporation Limited ("HDFC"), therein referred to as the Mortgagee, the Mortgagors have mortgaged inter alia the said Property on the terms, conditions and covenants stated therein

*** ThumbNail After Upload (IGR, Pune) ****** iSarita v3.0 ****

करण-१
२०९४ | ४५ | ११५
२०१५

ANNEXURE – 2

(I) Customer Id : 1254369

(II) Unit

i.	Unit	:	3301
ii.	Floor	:	33rd
iii.	Type of Unit	:	2 BHK
iv.	Carpet Area	:	795 sq. ft. equivalent to 73.88 sq. mtrs.
v.	Car Parking Spaces	:	01 (ONE)
vi.	Project	:	LODHA AURUM GRANDE

(III) Building: AUGUSTA (WING – H)

(IV)Total Consideration is Rs. 1,73,50,000/-

(B) Payment Schedule

Payment Schedule	
Earnest money	Rs. 3,60,000/-
Application money-1	Rs. 13,75,000/-
Application money-2	Rs. 17,17,650/-
Plinth	Rs. 8,84,850/-
Podium - P2	Rs. 13,01,250/-
Slab 1	Rs. 13,01,250/-
Slab 4	Rs. 13,01,250/-
Slab 8	Rs. 13,01,250/-
Slab 12	Rs. 13,01,250/-
Slab 16	Rs. 13,01,250/-
Slab 20	Rs. 13,01,250/-
Slab 24	Rs. 8,67,500/-
Slab 28	Rs. 8,67,500/-
Slab 32	Rs. 8,67,500/-
Brick work	Rs. 4,33,750/-
Possession	Rs. 8,67,500/-

For buildings where construction has commenced and/or completed, all construction related dues need to be completed as demanded

(V) Date of offer of possession (for Fit-Outs): 30th JUNE 2015

(VI) Address of Purchaser for Notices:

904, SAI DARSHAN KHETWADI, 5TH LANE, GIRGAON, MUMBAI - 400004

करण-१
२०९४ | ४५ | ११५
२०१५

(VII) ADDITIONAL CHARGES (Payable on or before the Date of Offer of Possession (for Fit Outs)*:

(i) Payment towards cost of shares in the Ultimate Organization which shall be specified and payable on or before the Fit Out Date.

(ii) Rs. 25,600/- (Rupees Twenty Five Thousand Six Hundred Only) are being the expenses for formation and registration of the Ultimate Organization.

(iii) Rs. 25,000/- (Rupees Twenty Five Thousand Only) towards Legal Charges.

(iv) Rs.1,00,000/- (Rupees One Lakh Only) towards electric connection, water connection, transformer, cable, laying, and other related charges.

(v) Rs. NA/- (Rupees NA only) towards pipe laying charges, MVAT and Service Tax shall be extra as applicable.

(vi) Rs. NA/- (Rupees NA only) per sq. ft carpet area of the Unit towards Infrastructure Charges.

(vii) Rs. 3,60,000/- (Rupees Three Lakhs Sixty Thousand Only) towards Club Membership Charges. The number members covered under the same shall be as

	No. of club members covered by the standard fee
1 BHK	4
2 BHK	5
3 BHK	5
4 BHK or larger	6

*MVAT and Service Tax will be extra as applicable

(VIII) CHARGES LINKED TO SOCIETY & MAINTENANCE:

(i) Rs. 1,24,640/- (Rupees One Lakh Twenty Four Thousand Six Hundred Forty Only) towards provisional CAM Charges @ Rs. 8.71/- per sq. ft. of carpet area of the unit, for the period of [18] months from the intimation of Date of offer of Possession (for fit outs).

करण-१
२०९४ | ४५ | ११५
२०१५

(IX) PROVISIONAL PROPERTY TAX (Payable on or before the Date of Offer of Possession (for Fit Outs):

Rs.76,842/- (Rupees Seventy Six Thousand Eight Hundred Forty Three Only) towards provisional Property Tax in respect of the Unit for a period of 18 months from the Date of offer of Possession (for fit outs).

(X) BUILDING PROTECTION AMOUNT:

Undated cheque of Rs. 60,000/- (Rupees Sixty Thousand Only) towards Building Protection Amount, which shall be returned subject to compliance with the terms of of this Agreement.

(XI) LAND/PROPERTY REIMBURSEMENT TAX (Payable on or before the Date of Offer of Possession (for Fit Outs):

Rs. 70,290/- (Rupees Seventy Thousand Two Hundred Ninety Only) towards the land/property reimbursement charges for the period of start of construction till the Date of Offer of Possession (for Fit outs)

(XII) Club Usage Charges (Payable on the Date of Offer of Possession (for Fitouts)):

Rs. NA/- (Rupees NA only) towards Annual Club Membership Charges for a period of 18 months from Date of Offer of Possession (for Fitouts). No of eligible members shall be as stated in this document.

(XIII) Electricity Deposit Reimbursement (Payable on the Date of Offer of Possession (for Fitouts)):

Rs. 6,000/- (Rupees Six Thousand Only) towards provisional reimbursement of deposit paid to Electricity Supply company on Applicant's behalf. Said amount shall stand transferred to Applicant's benefit when meter is transferred to Applicant's name

करण-१
२०९४ | ४५ | ११५
२०१५

ANNEXURE – 3

COMMON AREA AND AMENITIES

LIST OF AMENITIES FOR LEGAL PURPOSE

Amenities inside each apartment:

_ Home Automation with I-Pad.
Air conditioning units provided in all rooms except decks, utility, kitchens, store, toilets, passage and service areas.
_ High end CP fittings and sanitary ware.
_ 4 fixture Master Toilet in _ BHK Primo.
_ Powder Toilet in 3BHK Primo.
_ Motion sensors for lighting control in all toilets.
_ Agglomerated marble flooring in Master bed, Living/Dining, Puja and passage.
_ Laminated Wooden Flooring in other bedrooms.
_ Vitrified tiles flooring in Decks of Living Rooms and Bed rooms.
_ Vitrified tiles flooring in Kitchen & stores.
_ Antiskid tiles in Utility.
_ Marble in master toilet for flooring and dado.
_ Vitrified tiles finishing for dado and flooring in all other toilets.
_ Kitchen finished with Granite Platform with sink.
_ Gas [illegible] in each apartment.
_ [illegible] connection in each apartment.
_ [illegible] connectivity in each apartment.

Amenities for each building:
_ Gated Entry.
_ 4 nos. Elevators from leading manufacturers.
_ Fire fighting equipment.
_ D.G. Power backup for lifts and common area lighting.
_ Common Servants toilet on every 4 floors.

Common facilities:
_ Complex Clubhouse with:
o Gymnasium
o Indoor games arena
o Spa with Steam and Jacuzzi
o Library
o Swimming pool with separate kids pool
o Party hall with party lawn
o Cafe

***** ThumbNail After Upload (IGR, Pune) ****** iSarita v3.0 ****

o Guest rooms

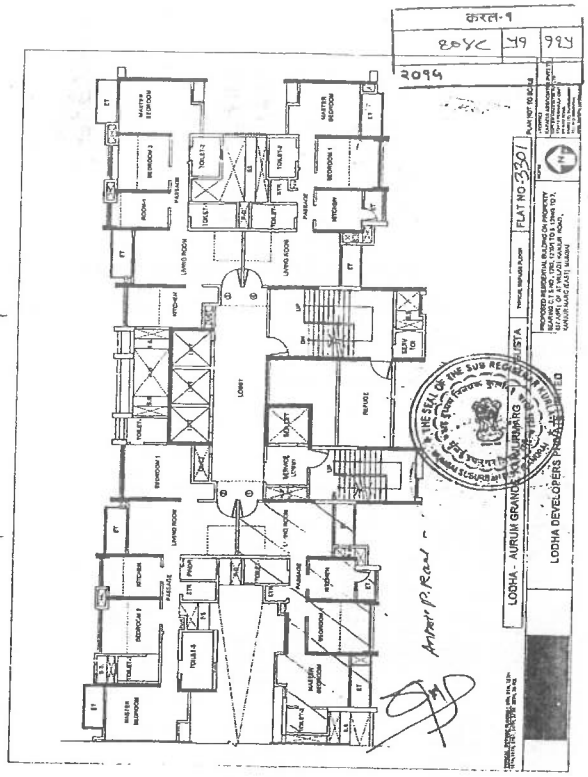
o Business Centre
o Private Theatre.
_ Multipurpose Court
_ Cricket pitch with bowling machine
_ Medical Desk
_ Yoga/meditation deck
_ Jogging/walking track.
_ Children's Play area
_ Ganesha Temple
_ Convenience retail
_ Driver's Room with attached toilet.
_

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

करल-१
८०४८ | ४८ | ९९५
२०१५

करल-१
८०४८ | ५० | ९९५
२०१५

Amit P. Raut



करल-१
८०४८ | ५१ | ९९५
२०१५

करल-१
८०४८ | ५२ | ९९५
२०१५

*** ThumbNail After Upload (IGR, Pune) ****** iSarita v3.0 ****

***** ThumbNail After Upload (IGR, Pune) ****** ISarita v3.0 ****

VALID UPTO 17 JUL 2007

MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT 1966

NO CE/ 1 / GM / BP/ 1 / 1 / 2006 DATED 18 JUL 2006

COMMENCEMENT CERTIFICATE

To,

Lodha Developers pvt Ltd

CR to attorney

Sir,

With reference to your application No. 1/0844 dated 2-2-2006 Development Permission and grant of Commencement Certificate under Section 45 and 69 of the Maharashtra Regional and Town Planning Act, 1966, in respect of development and building permission under Section 346 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building No. _____ on plot No. _____ C.T.S. No 124 A, 124 B, 124 C, 124 D, 124 E Char Village / Town Planning Scheme No _____ situated at Road Hanumantrao Jadhav Marg

_____ the Commencement Certificate/Building permit is granted on the following conditions :

1) That the area building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupation permission has been granted.

2) The commencement certificate/ development permission shall remain valid for one year commencing from the date of its issue.

3) This permission does not confer you to do any thing land which does not vest in you.

4) This commencement Certificate is renewable every year but such extended period shall in no case exceed three years provided further that such lapse shall not be any obstructed application for permission under section 44 of the Maharashtra Regional & Town Planning Act 1966.

5) This certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if :

a) The Development work in respect of which permission is granted under this commencement certificate is not carried out or do not desired or not in accordance with the sanctioned plans.

b) Any of the conditions subject to which the same is granted or any of the conditions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.

c) 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 is such case shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966.

THE SEAL OF THE SUB REGISTRAR MUMBAI

8876

8876

8876

MUNICIPAL CORPORATION OF GREATER MUMBAI
CE/1906/BP(WS)/AS 19 SEP 2013

To,
M/s. Shreenaga Consultants
B-106, Nirmal Bldg., Bhandari Complex,
Mulund – Link Rd., Mulund - (W),
Mumbai – 400 080

Sub. : Amended plans for proposed I.T. / residential / commercial building on land bearing C.T.S. No. 1293, 1293/1 to 3, 1294/1 to 7 and 837 A (pt) of village Kanjur, situated at Kanjur Marg (E), Mumbai – 400 078.
Ref.: Your letter dated.

Sir,
I have to inform you that, the amended plans submitted by you for the above mentioned work are hereby approved, subject to the compliance of the conditions mentioned in the office intimation of Disapproval under even No. dated 13/04/2004 and amended plan approval letter under even No. dated 2.12.2004, 8/08/2006, 9/05/2008, 08/05/2009, 26/08/2009, 15/12/2009, 29/05/2010, 14/12/2010, 18/03/2011, 22/5/2011, 08/06/2011, 28/7/2011, 28/12/2011, 05/10/2012, 05/04/2013 & 22/08/2013 following additional conditions.

1) That the R.C.C. design and calculations as per the amended plans should be submitted through the registered structural engineer before starting the work.
2) That all requisite fees, deposits, development charges etc. shall be paid.
3) That the C.C. shall be got endorsed as per approved amended plans.
4) That registered transfer agreement for transferring built up amenity of District Centre admeasuring 9444.50 sq.mt. shall be submitted.

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

Acc. One set of plan.

Town Planning,

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

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

E.E.(B.P)(E.S.)

Copy forwarded for information to Asst. M.C. (S) Ward, please

J.E.(B.P)(E.S.)

K. P. MAHAJAN
B.A.LL.B.
ADVOCATE HIGH COURT
Office : 17/A, Vardha Apartment, Karve Road, Vishnu Nagar, Dombivali (W)
M : 24372151 / Mobile : 9869072403

Date

SUPPLEMENTAL REPORT ON TITLE

Re: All those pieces and parcels of land or ground bearing Survey Nos. 75/1 (part) and 75/5 having corresponding CTS Nos. 1294/1, 1294/2, 1294/3, 1294/4 and 1294/5 admeasuring approximately 11,371 square metres or thereabouts (12000 sq.mts. as per property register or 2.97 ac) and CTS No. 1293 (part) situate being and being at Kanjur Village, South Salsette, Sandhurst & Parlar District forming part of the Greater Bombay in the Kurla Sub-District of Bombay.

Re: All those pieces and parcels of land or ground bearing Survey Nos. 75/1 (part), 75/7 and 76/1 having corresponding CTS Nos. 1295, 1295/1, 1296/1, 1296/2, 1297/1 and 1298/1 admeasuring approximately 14,414.00 square metres or thereabouts (15999.2 sq.mts or thereabouts as per property register or 3.95 acres) situate lying and being at Kanjur Village, South Salsette, Sandhurst Sandhurst District forming part of the Greater Bombay in the Kurla Sub-District of Bombay.

1. I have perused Report on Title dated 9th September, 2010 issued by Crisil and Co. ("the Report") in respect of the properties described in the first to fourth Schedule hereunder written and also hereunder written.

2. As set out in the said Title Report, by an as Co-Development Agreement dated 1st December 2005 read with Supplemental / Modification Agreement dated 12th Mar 2006 read with Supplemental Modification Agreement dated 16th March 2006 read with Deed of Modification and Supplemental / Modification Agreement dated 12th October 2007 (hereinafter collectively referred to as the "Development Agreement") entered between M/s. and Lodha Developers Private Limited, Lodha Developers Private Limited is entitled to develop a portion of the property more particularly

THE SEAL OF THE SUB REGISTRAR KURLA

Before me
Date
Reg. No.

Executive Engineer Building Proposal (Eastern Suburbs)

C.C. upto plinth for wing 'C' and C.C. upto top of stilt slab for wings 'D', 'H', 'I', 'J', 'K' & full C.C. for wings 'F' & 'E' as per approved amended plans dtd. 22.12.2010

Executive Engineer Building Proposal (Eastern Suburbs)

C.C. upto plinth level for wing 'E' i.e. I.T. building & C.C. upto plinth for wing 'C' and C.C. upto top of ERMC slab for wings 'D' 'H' 'I' 'J' 'K' & full C.C. for wings 'F' & 'G' as per approved amended plans dtd. 10.3.2012

Executive Engineer Building Proposal (Eastern Suburbs)

C.C. upto plinth for wing C, D, E, C.C. upto stilt slab level for wing 'H', 'I', 'J', 'K' and C.C. for wings 'F' & 'G' as per approved amended plans dtd. 28.3.11

Executive Engineer Building Proposal (Eastern Suburbs)

C.C. upto 1st upper floor for wings 'E', C.C. upto plinth for wings 'D', C.C. upto stilt slab level for wings 'D', 'H', 'I', 'J', 'K' and full C.C. for wings 'F' & 'G' as per approved amended plans dtd. 28.3.11

Executive Engineer Building Proposal (Eastern Suburbs)

C.C. upto 2nd upper floor for wings 'H', 'I', 'J' & C.C. upto 1st upper floor for wings 'D', 'E' & C.C. upto plinth for wings 'C' as per approved amended plans dtd. 28.3.11

Executive Engineer Building Proposal (Eastern Suburbs)

C.C. upto plinth for wing 'C' C.C. upto stilt slab level for wings 'D', 'E', 'F', 'G' & 'H' C.C. for wings 'I', 'J', 'K' as per approved amended plans dtd. 22.12.11.

Executive Engineer Building Proposal (Eastern Suburbs)

C.C. upto 10th upper floor the wing 'J' as per approved amended plans dated 28.12.2012

Executive Engineer Building Proposal (Eastern Suburbs) I-2

C.C. upto 18th to 29th upper floor for wing 'H' & 'I' as per approved amended plan as shown diagram

Executive Engineer Building Proposal (Eastern Suburbs) I-2

C.C. from 26th to 31st upper floor for wing 'H', 'I' & C.C. from 17th to 12th upper floor for wing 'J' as per approved amended plans dt. 27/08/2013.

Executive Engineer Building Proposal (Eastern Suburbs) I-2

THE SEAL OF THE SUB REGISTRAR KURLA

Before me
Date
Reg. No.

K. P. MAHAJAN
B.A.LL.B.
ADVOCATE HIGH COURT
Office : 17/A, Vardha Apartment, Karve Road, Vishnu Nagar, Dombivali (W)
M : 24372151 / Mobile : 9869072403

are particularly described in the second Schedule hereunder and the hereunder written and the property described in the fourth Schedule hereunder and also hereunder written on the terms and conditions as set out in the respective agreements.

3. Simultaneously with the execution of the Joint Co Development Agreement dated 1st December 2005, the two the executed a Power of Attorney dated 1st December 2005 registered under Serial No. 8736/05 before the Sub-Registrar of Assurances, Kurla in favour of nominees of Lodha Developers Private Limited wherein the grantor owners and attorneys to develop general properties including the subject property as set out in first, Second and Fourth Schedule hereunder written and to do various acts, deeds, matters and things in respect of the said Property.

4. The name of Lodha Developers Private Limited has been changed with effect from 10th August 2006 to Lodha Developers Limited ("LDL").

5. Subsequently, by following documents the terms and conditions of the said Agreements were further modified or as the case may be rectified :
(a) Letter dated 6th September 2006 from RL to LDL and confirmed by LDL
(b) Letter dated 11th December 2006 from RL to LDL and confirmed by LDL
(c) Letter dated 1st April 2008 from LDL to RL and confirmed by LDL
(d) Deed of Modification / Supplemental Agreement / Deed of Rectification dated 4th November, 2008 executed between RL and LDL and registered with Sub Registrar of Assurances, Kurla under Serial No. 12413/2008
(e) Letter dated 14th May 2010 from LDL to RL
(f) Letter dated 16th August 2010 from RL to LDL
(g) Letter dated 11th October 2010 from RL to LDL and confirmed by LDL

The aforesaid documents are hereinafter collectively referred to as the "Supplemental Documents".

K. P. MAHAJAN
B.A.LL.B.
ADVOCATE HIGH COURT
Office : 17/A, Vardha Apartment, Karve Road, Vishnu Nagar, Dombivali (W)
M : 24372151 / Mobile : 9869072403

6. Subsequent to the indenture of Mortgage dated 23rd July 2007 (as mentioned) and This Record is a Deed of Mortgage dated 18th May 2008 made by Lodha Developers Private Limited ("LDPL"), RL and LP... (hereinafter referred to as the "Mortgagee") and Housing Development Finance Corporation Limited ("HDFC") wherein referred to as a Mortgagee and registered under No.5612/2008 dated 27th May 2008, the RL signatory thereto have created a further mortgage and charge on the property described in First, Second and Fourth Schedule hereunder written and also to secure further loan advanced by HDFC on terms, conditions and covenants set out therein.

7. The said indenture of Mortgage dated 23rd July 2007 and indenture of Mortgage dated 18th May 2008 is hereinafter collectively referred to as the "Mortgage Documents".

8. In continuation of said Power of Attorney dated 1st December 2005, by a Power of Attorney dated 30th December, 2008 registered with Sub Registrar of Assurances, Kurla under Serial No. 12422/2008, RL has given certain additional powers in favour of nominees of LDL to develop owned properties including the property in RL and in First, Second and Fourth Schedule hereunder written and to do various acts, deeds, matters and things in respect of the said Property.

9. By a Deed of Co-ownership dated 24th October, 2009 made by HDFC of the one part in favour of CLPPL, RL and LDL of the other part and registered with Sub Registrar of Assurances, Kurla under Serial No. 9707/2009 (hereinafter HDFC has granted, released and re-conveyed in favour of CLPPL, RL AND LDL the property described in First, Second and Fourth Schedule hereunder written which were mortgaged in favour of HDFC under the date Deeds of Mortgage.

10. In the premises aforesaid, I confirm that by virtue of the Joint Agreements and Additional Documents, LDL is entitled to development rights in respect of properties

THUMBNAIL After Upload (IGR, Pune) ****** iSarita v3.0 ****

ThumbNail After Upload (IGR, Pune) ****** iSarita v3.0 ******

K. P. MAHAJAN
B.A.LL.B.
ADVOCATE HIGH COURT
Office : 17/A, Varsha Apartment, Karve Road, Vishwas Nagar, Dombivali (W)
M : 2497195 / Mobile : 9869097062

2. By an Indenture of Mortgage dated 18th June 2009 registered at our Dombivali Sub Registrar vide Sr. No. 5900 were the Sub-Registrar of Assurances at Kalyan on 7th July 2009 made between the party herein referred to as the Mortgagor-1, of the First Part and CTL, therein referred to as the Mortgagee/Non-signatory-1 of the second part and Housing Development Finance Corporation Limited (HDFC), therein referred to as the Mortgagee of the third part, the said 2b. and 12b. mortgaged (i) an undivided portion of the said Property admeasuring 18,500 square meters or thereabouts bearing CTS no. 657A/A/C (part) and (ii) certain saleable area in the building to be constructed on the said 18,500 square meters or thereabouts, in favour of HDFC as the security for the repayment of loan amount of Rs. 102 crores sanctioned by HDFC on terms, conditions and conditions set out therein.

6. In the premises aforesaid, subject to the indenture of Mortgage dated 18th June 2009, I confirm that (i) JBL is the lessee of the captioned property and is entitled to transfer rights in respect of the said property and has clear and marketable title in respect of the said Property free from any encumbrances, claims & demands and (ii) by virtue of the said Agreements and the Additional Cess, JBL is entitled to develop the said Property free from any encumbrances, claims & demands.

Dated this 25th day of January, 2011

Advocate High Court, Bombay

Pradip Gorach
Advocate
High Court, Bombay
B, Ratnakar Apartments,
L. B. S. Road Kurla,
Near Hotel, Mumbai - 400 070
Phone : 2502 0117

SUPPLEMENTAL REPORT ON TITLE

Re : All those pieces and parcels of land situate at bearing Survey No.275 (part) and corresponding Old C.T.S.No. 657-A and other sub-division bearing new C.T.S.No. 657A/A/C and 657A/A/C-1, admeasuring approximately 39,518.28 square meters and other sub-division admeasuring 39,118.73 square meters or thereabouts situate lying and being at Village Kanjur, Taluka Kurla, Kanjur Marg in the registration and Sub-District of Mumbai City and Mumbai Suburban

1. This is a Supplemental Report on Title to Report on Title dated 18th September 2009 issued by Kanga and Co. in respect of the property bearing Old C.T.S.No. 657-A and other sub-division bearing New C.T.S.No. 657A/A/C and 657A/A/C-1 admeasuring approximately 39,518.28 square meters and other sub-division admeasuring 39,118.73 square meters or thereabouts of Village Kanjur, Taluka Kurla, in Mumbai Suburban District.

2. Under the said Report on Title dated 18th September 2009, it is inter alia certified that Jolly Board Limited is a Lessee of the Property and entitled to lease hold right to the same and has clear and marketable title. The said Jolly Board Limited has entered into Co-Development Agreement dated 2nd December 2006 with Lodha Developers Limited and as such Lodha Developers Limited are entitled to develop the said property in terms thereof.

3. I have perused the said Report on Title dated 18th September, 2009 issued by Kanga & Co. for the captioned property.

4. On perusal of additional documents and papers, particularly pertaining in respect of litigation referred under Clause 18 of the Report on Title dated 16th September 2009 of Kanga & Co. and gathering further information and explanation following position emerges.

5. Based on additional documents and gathered information, after closely scrutinizing and analyzing the proceedings referred at (i) and (ii) of Report on Title dated 16th September, 2009 as well as Revenue record, Search Report and online Search of the Record of Registrar of Companies for Jolly Board Limited, my findings are as follows:

a) On application of provision of Maharashtra Land Revenue Code 1966 the said Property was identified by new Survey No. 275

THE SEAL OF THE SUB REGISTRAR KURLA-1

K. P. MAHAJAN
B.A.LL.B.
ADVOCATE HIGH COURT
Office : 17/A, Varsha Apartment, Karve Road, Vishwas Nagar, Dombivali (W)
M : 2497195 / Mobile : 9869097062

Dated this 25th day of January, 2011

Advocate High Court, Bombay

K. P. MAHAJAN
B.A.LL.B.
ADVOCATE HIGH COURT
Office : 17/A, Varsha Apartment, Karve Road, Vishwas Nagar, Dombivali (W)
M : 2497195 / Mobile : 9869097062

Kanjur Marg East, Mumbai 400 078 in the Registration District and Sub-District of Mumbai City and Mumbai Sub-urban.

"Secondly, all that piece and parcels of land bearing City Survey No. 1294/7 (pt) and admeasuring 1644.25 sq.mts. or thereabouts alongwith the structure standing thereon situate lying being at village Kanjur, Taluka Kurla, Kanjur Marg (East), Mumbai 400 078 in the Registration District and Sub-District of Mumbai City and Mumbai Sub-urban.

THIRD SCHEDULE HEREIN ABOVE REFERRED TO

All those pieces and parcels of land or ground bearing Survey Nos.73/1(part), 73/2 and 74/1 and CTS Nos.1281, 1291/1, 1291/2, 1291/3, 1291/4 and 1291/5 admeasuring 34,000 sq.yards equivalent to 28,426.11 sq.mts. or thereabouts and situate lying and being at Kanjur Taluka, South Salsette, Bombay Suburban District forming part of Greater Bombay in the registration Sub-District of Bombay.

FOURTH SCHEDULE HEREIN ABOVE REFERRED TO

All those pieces and parcels of land or ground bearing Survey Nos. 75/1(part), 76/2 and 76/3 and CTS Nos.1321, 1294/1, 1294/2, 1294/3, 1294/4 and 1294/5 admeasuring 29,799 sq.yrs equivalent to 24,914.05 square meters and situate lying and being at Kanjur Taluka, South Salsette, Bombay Suburban District forming part of Greater Bombay in the registration Sub-District of Bombay.

Dated this 25th day of January, 2011

Advocate High Court, Bombay

THE SEAL OF THE SUB REGISTRAR KURLA-1

b) Thereafter, on application of the City Survey System to Village Kanjur, the Enquiry Officer appointed under the provision of the law, the Pre-Jolly corrections in Survey No. 275 (Part) came to be analyzed City Survey No. 657A and said facts are duly recorded in the Enquiry Register preserved and maintained by the Enquiry Officer/City Survey Officer.

c) The Property comprised in City Survey No.657A is a large piece of land. Over a period of time, the Property comprised in City Survey No.657A was subdivided into several parts. Thereafter, Property bearing C.T.S.No. 657A/A/C and 657A/A/C-1 was carved out from the said City Survey No.657A on its sub-division.

d) The Litigation and Re-conveyance notice referred in Clause 18 of the Report on Title dated 18th September 2009 of Kanga and Co. has nothing to do with the Property bearing C.T.S.No. 657A/A/C and 657A/A/C-1 which is owned by Jolly Board Limited.

6. In the premises aforesaid, while analyzing that Jolly Board Limited is a Lessee of the Property and entitled to lease hold right to the same and has clear and marketable title, I confirm on the basis of additional findings revealed in this Supplemental Report on Title of Kanjur Marg East, that the said captioned property is not subject matter of the Suit No.1979 of 2007 or notice of Re-conveyance thereto and also not encumbered by the Land litigation at all.

Dated this 25th day of April, 2011.

(Pradip Gorach)
Advocate High Court Bombay

KANGA & CO.
ADVOCATES & SOLICITORS
Kanga House, 30, Homi Modi Street, Fort, Bombay 400 001.
Telephone Nos. 30 Lines Gram: "KANGA" Telex: 011-2126, 011-2127, 011-2128 Telex: 011-2129 Telex: 011-2130 Telex: 011-2131 Telex: 011-2132 Telex: 011-2133 Telex: 011-2134 Telex: 011-2135 Telex: 011-2136 Telex: 011-2137 Telex: 011-2138 Telex: 011-2139 Telex: 011-2140 Telex: 011-2141 Telex: 011-2142 Telex: 011-2143 Telex: 011-2144 Telex: 011-2145 Telex: 011-2146 Telex: 011-2147 Telex:

Thumbnail After Upload (IGR, Pune) ****** Santa v3.0 ******

KANGA & CO.

Advocates & Solicitors
Estd. 1915
Jehangir Wadia Building, 63 New Marine Lines, Mumbai - 400 020, India. Tel (91) (22) 6625 0500, 6625 0501, 2204 2000 / Fax (91) (22) 6625 0505, 6625 0507 Email: mail@kanga-company.com

Our reference: SHM/DMW/ 9438 /2009

REPORT ON TITLE

Re: All those pieces and parcels of land situate at bearing Survey No. 275 (Part) and corresponding Old C.T.S. No. 657-A and after sub-division bearing new C.T.S No. 657/A/2/C and 657/A/2/C-1, admeasuring approximately 39,690.95 square meters and after sub-division admeasuring 39,19.73 square meters or thereabouts situate lying and being at Village Kanjur, Taluka Kurla, Kanjur Marg in the registration and Sub-District of Mumbai City and Mumbai Suburban.

1. On perusal of the documents provided to us, we observe that Survey No. 275 situate lying and being at Village Kanjur, Taluka Kurla, Kanjur Marg in the registration and Sub-District of Mumbai City and Mumbai Suburban was vested in the Heirs of Kanjur Phul Moh.ammed Yusuf Khot.

2. It appears that the said Phul Mohammed Yusuf Khot filed a suit bearing Suit No.481 of 1953 against the State of Bombay for a declaration that he was the owner of said Survey No. 160 (Part) and subsequently changed in Survey No. 275 and that the Bidana Estates (Land Revenue and Exemption Abolition) Act, 1951 does not apply to the said Kanjur Village and in pursuance thereof, the Government cannot apply the provisions of the said Act to the new Survey No. 275.

3. In the meantime, pending the aforesaid Suit, by an Agreement To Lease dated 5th March 1957 made by and between Phul Mohammed Yusuf Khot therein referred to as "Lessor" of the One Part and Jolly Brothers Private Limited therein referred to as "Lessee" of the Other Part, the said Phul Mohammed Yusuf Khot agreed to grant lease to the said Jolly Brothers Private Limited part of the property bearing Survey No. 275 and admeasuring 40 Acres or thereabouts situate lying and being at Village Kanjur, Taluka Kurla, Kanjur Marg in the registration and Sub-District of Mumbai City and Mumbai Suburban and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the said Larger Property") on the terms, conditions and covenants therein mentioned. The said Sub-Lease Deed dated 5th March 1957 has not been furnished for our perusal.

4. By a Consent Order passed in the Notice of Motion taken out in the said Suit No. 481 of 1953 on 11th October 1957, the aforesaid Agreement To Lease dated 5th March 1957 was confirmed and Jolly Brothers Private Limited became Lessee in respect of the said Larger Property subject to payment of certain amounts as mentioned in the said Consent Order.

KANGA & CO.

Sheet No. 2

5. Subsequently, the validity of the Bidana Estates (Land Revenue and Exemption Abolition) Act, 1951 was upheld by the Courts and the Proceedings to determine whether or not the said Survey No 275 of Kanjur village was a Government Land were carried forward by Dhulkhand Tribunal.

6. By an order bearing No LND/911 dated 26th May 1960 issued by the said Manlatdar and further by Taluka Order bearing No DILR/B32/W/M-2583 dated 5th March, 1962, the New Survey No. 275 was declared as Government land. The same is recorded in Mutation Entry No.95 dated 14th March 1962.

7. The documents indicate that on or about 1st August 1963, the said Jolly Brothers Private Limited sub-leased to Anil Hardware Limited the property bearing Survey No. 275 (Part) and corresponding C.T.S No. 657-A, admeasuring approximately 39690.95 square meters or thereabouts more particularly described in the Second Schedule hereunder written (hereinafter referred to as "the said Property"). We have been provided with a copy of Mutation Entry No.818 dated 20th April 1989, which also records that as per the order issued by the Collector under Serial No.RTI/B/R/V-453/89, Jolly Brothers Private Limited granted a sub-lease to Anil Hard Boards Limited (Jolly Board Limited) for an area admeasuring 9 Acres 32 Guntha equivalent to approximately 39,690.95 square meters or thereabouts out of Larger Portion from the year 1963 and the name of Jolly Board Limited appears as sub-lessee in respect of the said Property in the other right column of the 7/12 extract of the said Property.

8. By a Resolution dated 11th May 1970, issued by Government of Maharashtra, Revenue and Forest Department under Serial No. LND/2663/74128-A1, the Government sanctioned grant of lease of the said Larger Property in Jolly Brothers Private Limited for a period of 99 (Ninety Nine) years and on terms and conditions specified therein.

9. Subsequently, it had come to the notice of the Government that the said Jolly Brothers Private Limited had further sub-leased an area admeasuring 14 Acres forming a part of the said Larger Property from 1963 to 1969 to Jolly Board Limited and two other companies which were its sister concerns. In pursuance thereof, by a Resolution dated 17th February 1984 issued by the Government of Maharashtra, Revenue and Forest Department under Serial No. LND-2678/14158(M)-G-6, the Government granted on lease an area admeasuring approximately 56 Acres forming a part of the said Larger Property in Jolly Brothers Private Limited and (ii) directed the Collector to revise of 14 Acres of land (which includes Property) sub-leased by Jolly Brothers Private Limited to the Sub-Lessees (including M/s. Anil Hard Board Pvt. Limited) during the period from 1963 to 1969 would be issued accordingly, subject to terms and conditions mentioned therein. We have been provided with a copy of Mutation Entry No. 2.5 dated 21st March 1984, which also records that as per the said Resolution passed by the Government of Maharashtra, the Government granted on lease an area admeasuring 56 Acres forming a part of the Survey No. 275 (Part) to Jolly Brothers Private Limited.

KANGA & CO.

Sheet No. 3

10. By a Resolution dated 23rd May 1985 issued by the Government of Maharashtra, Revenue and Forest Department under Serial No. LND/2676/74158(G)-G-4 (5), the Government regularized the payment of arrears of lease and interest payable by Jolly Brothers Private Limited to the Government under the aforesaid Government Resolution dated 17th February 1984 and further directed that separate Lease Deeds should be executed with the respective Sub-Lessees i.e. Anil Hard Boards Limited and others for the prospective period of 30 years with Government subject to terms and conditions more particularly described in the said Resolution dated 13th May 1985.

11. The name of Anil Hardboards Limited was changed with effect from 2nd May 1985 and at present the name Anil Hardboards Limited is Jolly Board Limited.

12. By Articles of Co-Development Agreement dated 2nd December 2005 read with Supplemental/Modification Agreement dated 12th March, 2006 read with Supplemental/Modification Agreement dated 16th October, 2006 read with Modification/Modification Agreement dated 12th October 2007, executed between Jolly Board Limited therein referred to as Jolly of the One Part and Lodha Developers Private Limited therein referred to as Lodha of the Other Part, the said Jolly Board Limited and Lodha Developers Private Limited agreed to jointly develop inter alia among other properties the said Property for the consideration and terms and conditions set out therein.

13. By a Deed of Lease dated 19th June 2006 and registered with the Sub-Registrar of Assurances at Kurla under Serial No.6272/2006, made between the Government of the State of Maharashtra represented by the Governor of Maharashtra therein referred to as "the Lessor" of the One Part and Jolly Board Limited therein referred to as "the Lessee" of the Other Part, the State of Maharashtra agreed to lease to the said Jolly Board Limited the said Property for a period of 30 (Thirty) years with an option of renewal for a further term of 30 (Thirty) years, on the terms and conditions specified therein.

14. By a Sub-division Order dated 29th May 2009 issued by Office of Collector, Mumbai Suburban District, the said Larger Property was sub-divided and C.T.S Number 657A was sub-divided and allocated New CTS Numbers. The following chart enumerates the new C.T.S numbers and their corresponding area.

Serial No.	New C.T.S Number	Area in Square meters	Holder
1.	657 A/1	20,12,894.04	Government of Maharashtra
2.	657/A/2 +	39,690.95	Jolly Board Limited (as lessee)
TOTAL:		20,52,584.99	

15. On further perusal of the said Sub-division Order dated 29th May 2009, we observe that the said Property bearing new Survey No. 275/A/2 and admeasuring 39,690.95 square meters was further sub-divided in the manner provided herein

KANGA & CO.

Serial No.	New C.T.S Number	Area in Square meters	Holder
1.	657/A/2/A	330.99	Road for public
2.	657/A/2/B	60.12	Road for public
3.	657/A/2/C	591.27	Jolly Board Limited (as lessee)
4.	657/A/2/C-1	38,578.96	Jolly Board Limited (as lessee)
TOTAL:		39,690.95	

16. We have been provided with a copy of the Search Report dated 24th October 2007 issued by D.K. Patil on the basis of the search taken in the office of Sub-Registrar of Assurances, Bandra and Mumbai from the year 1953 to 2006 and in the office of Sub-Registrar of Kurla from the year 1995 to 2001 and in the Office of Sub-Registrar of Mulund from the year 2004 to 2006. On perusal of the said Search Report, we observe that an document, which is relevant to the title of Jolly Board Limited in respect of the said property is recorded in Search Report. We further observe that a Notice of Lis-Pendens has been filed by Mitesh Thakkar, Constituted Attorney of Laxman P.Bhalerao in respect of Suit No 1023 of 2007 filed in the High Court of Mumbai, which pertains to an area admeasuring 4 Acres 1 Guntha forming part of the said Survey No. 275(Part). The said notice of Lis-Pendens has been registered with the office of the Sub-Registrar of Assurances at Kurla under Serial No. DDR/5228/2007 on 11th April 2007. We have been informed by Lodha Developers Limited that the said suit does not affect the said Property.

17. We have obtained 7/12 Extract of the said Larger Property bearing Survey No. 275 (Part) and on perusal thereof we observe that name of Jolly Board Limited is recorded in Other Rights Column as a sub-lessee with respect to area pertaining to the said Property.

18. We have obtained a computer copy of the Property Card in respect of C.T.S. 657A and on perusal thereof, we observe that nature of Larger Portion is indicated as Government Land. However, Property Cards with respect to New C.T.S Nos.657/A/2/C and 657/A/2/C-1 admeasuring 591.2 square meters and 38,578.96 square meters respectively in pursuance of Sub-Division Order dated 29th May 2009 are awaited.

19. The entries on the PR Card and the 7/12 extracts indicate that a portion of the Larger Property of which the said Property forms part has been declared as mangrove land. The precise demarcation of the area designated as mangrove land is not clear. The documents indicate that the areas have been so designated pursuant to an Order dated 6th October 2005 passed by the Hon'ble Bombay High Court in Writ Petition Number 2249 of 2004. In this regard we note the following:-

i) In the Development Plan for the period 1981-2000, the said Property has been shown as falling under the District Commercial Zone.

KANGA & CO.

Sheet No.

dated 18th August 1990; (d) Indenture of Partition dated 18th August, 1990; (e) Articles of Co-Development Agreement dated 1st December, 2005; (f) Development Agreement dated 1st February, 2006; (g) Sub-Lease dated 5th March, 1957; (h) Sub-lease dated 5th October, 1960 and (vii) Indenture of Conveyance of Revenue Rights dated 21st December, 2005.

(vii) On perusal of the property cards, it appears that pursuant to an application made by an officer of Railways on behalf of Railways, a portion of 2438.1 square meters or thereabouts has been reserved for Railways, Vashi from the following Survey Nos. :

Sr. No.	CTS No.	Area (in sq. mts)
1.	12975	430.6
2.	12946	385.7
3.	12947	1033.4
4.	1293	833.4
	Total	2683.1

32. Government of India had leased property bearing CTS No. 1293, 12946, 12947, 12975, 12973, 12934 and 12935 more particularly described in the Fourth Schedule hereunder written to the Bombay Wool Khot who in turn sub-leased it to Jolly Board Limited, Jolly Board Limited, then, acquired leasehold interest in the property described in the Fourth Schedule. A portion of the property described in the Fourth Schedule was transferred by Jolly Board Limited to Jest Textiles Limited. The names of Jest Textiles Limited and Modern Shares and Stock Brokers Limited have not been updated in the property register cards.

33. We have not given any advertisement in the local newspapers inviting claims from the public in relation to the aforesaid properties.

34. We have taken an online search on the website of the Ministry of Company Affairs and it appears that a second pari passu charge had been created on the fixed assets of M/s. Jolly Board Limited. We have been furnished with a letter from the Bank of India dated 4th April, 2006, a letter from HDFC Bank Limited dated 18th March, 2005, stating that no objections to releasing the charge in respect of the above property. Further, by a letter dated 20th March, 2006, Industrial Investment Bank of India has confirmed that Jolly Board Limited has paid up all its dues.

35. As informed by Lodha Developers Private Limited, the original agreements in respect of some of the aforesaid properties overlying with Jolly Board Limited.

36. We have been informed by Centrum Land Developers Private Limited that the original Development Agreement dated 8th February, 2006 has been deposited with HDFC Limited.

KANGA & CO.

37. We have been informed by Lodha Developers Private Limited that the original Articles of Co-Development Agreement dated 2nd December, 2005 has been deposited with HDFC Limited.

38. Subject to what is stated hereinabove, in our opinion:-

(i) Jolly Board Limited is the owner of and entitled to the property more particularly described in the First Schedule hereunder written after excluding the Reserved area of the Second Schedule Property which was conveyed under the Indenture of Conveyance dated 18th August, 1990 to Modern Shares and Stock Brokers Limited and Jest Textiles Limited and has a clear, marketable and free from encumbrances title thereto, subject to the mortgage created in favour of Housing Developers Finance Corporation Limited being cleared.

(ii) Modern Shares and Stock Brokers Limited is the owner of and is entitled to the property bearing CTS No. 12947 (part) admeasuring 1644.46 square meters and has a clear, marketable and free from encumbrances title thereto.

(iii) Jest Textiles Limited is the owner of and is entitled to the property bearing CTS No. 12945 (part), 12947 (part) and 1293 (part) admeasuring in the aggregate 1981.39 square meters and has been in respect of the property bearing CTS No. 1293 (part) and has a clear, marketable and free from encumbrances title thereto, subject to Modern Shares and Stock Brokers Limited and Jest Textiles Limited are jointly entitled to the property bearing CTS No. 12947 (part) admeasuring 1312.23 square meters and have a clear, marketable and free from encumbrances title thereto.

(iv) Jolly Board Limited is having leasehold rights in respect of the Fourth Schedule property hereunder written, excluding the property bearing CTS No. 1293 (part) forming part of the Second Schedule Property and has a clear, marketable and free from encumbrances title thereto subject to the charge of Housing Developers Finance Corporation Limited being cleared.

(v) By virtue of the aforesaid Articles of Co-Development Agreement dated 2nd December, 2005 Lodha Developers Private Limited is entitled to develop a portion of the property more particularly described in the First Schedule hereunder written after excluding the Reserved Area of the Second Schedule Property which was conveyed under the Indenture of Conveyance dated 18th August, 1990 to Modern Shares and Stock Brokers Limited and Jest Textiles Limited.

KANGA & CO.

(vi) By virtue of the aforesaid agreement Lodha Developers Private Limited is entitled to develop (i) a portion of the property more particularly described in the First Schedule hereunder written (ii) the Reserved Schedule Property and (iii) the Fourth Schedule property hereunder written.

THE FIRST SCHEDULE ABOVE REFERRED TO

All those pieces and parcels of land or ground bearing Survey Nos. 75H (part) and 75H and CTS Nos.1294.1, 12946, 12947, 12948 and 12947 and admeasuring approximately 17,877 square meters or thereabouts and CTS Nos. 1293 (part) situate lying and being at Kanjur, Taluka Kurla, South Salsette, Bombay Suburban District forming part of Greater Bombay in the registration Sub-District of Bombay and bounded as follows:

On or towards the East: Partly by creek and partly by Survey no. 149
On or towards the West: Partly by Survey Nos.75/7 and 74/1
On or towards the South: Survey Nos.75/1 (pt), 74/1
On or towards the North: Partly by Kanjur Village road and Partly by Survey Nos.75/4, 72/3, 72/4 and 72/7

THE SECOND SCHEDULE ABOVE REFERRED TO

First: All that piece and parcels of land bearing City Survey No.12947 (pt) admeasuring 1644.46 square meters or thereabouts alongwith the structure standing thereon situate lying at village Kanjur, Taluka Kurla, Kanjur Marg (East), Mumbai 400 078 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

Secondly: All that piece and parcels of land bearing City Survey no.12947 (pt), 12947 (pt) and 1293 (pt) admeasuring 1981.39 square meters or thereabouts alongwith the structure standing thereon situate lying being at village Kanjur, Taluka Kurla, Kanjur Marg (East), Mumbai 400 078 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

Thirdly: All that piece and parcels of land bearing City Survey No.12947 (pt) and admeasuring 1312.23 square meters or thereabouts alongwith the structure standing thereon situate lying being at village Kanjur, Taluka Kurla, Kanjur Marg (East), Mumbai 400 078 in the Registration District and Sub-District of Mumbai City and Mumbai Suburban.

THIRD SCHEDULE HEREINABOVE REFERRED TO

All those pieces and parcels of land or ground bearing Survey Nos.75H(part), 72H, and 74H and CTS Nos.1293, 12931, 12932, 12933, 12934 and 12935 admeasuring 34,800 square yards equivalent to 28,438.33 square meters or thereabouts and situate lying and being at Kanjur Taluka, South Salsette, Bombay Suburban District forming part of Greater Bombay in the registration Sub District of Bombay.

KANGA & CO.

FOURTH SCHEDULE HEREIN ABOVE REFERRED TO

All those piece and parcels of land or ground bearing Survey Nos.72A(part), 73 and 74/2 and CTS Nos.1292, 12924, 12925, 12926, 12934 and 12935 admeasuring 28,438 square yards equivalent to 23,433.33 square meters or thereabouts and situate lying and being at Kanjur Taluka, South Salsette, Bombay Suburban District forming part of Greater Bombay in the registration Sub-District of Bombay.

Dated this 9th day of September, 2008

KANGA & COMPANY.

PARTNER

***** ThumbNail After Upload (IGR, Pune) ******* ISarita v3.0 ****

KANGA & CO.

Deed No. _____

22. By virtue of the Articles of Co-Development Agreement dated 2nd December, 2002 Lodha Developers Private Limited is entitled to develop a portion of the property more particularly described in the First Schedule hereunder written after excluding the Freehold area of the Second Schedule Property which was conveyed under the Indenture of Conveyance dated 18th August, 1990 to Modern Home and Stock Brokers Limited and Jet Textile Limited.

23. By a Agreement for Assignment dated 19th July, 2007 Lodha Developers Private Limited is entitled to develop the Second Schedule Property admeasuring 4906.4 square meters.

24. Land bearing Survey Nos. 73/1 (part), 73/2 and 74/1 and CTS Nos.1293, 1293/1, 1293/2, 1293/3 and 1293/5 admeasuring in the aggregate approximately 34,018 square meters or thereabouts (1133.3 square meters or thereabouts at not present used) situate lying and being at Kanjur Village, South Ward, Greater Bombay District.

25. It appears that by two separate Instruments made in Bombay and Modi Grammar dated 5th July, 1934, and 30th November 1937, the Cultivator of Tenes described were one Fazal Ormuji Ismail the Village of Vikhroli and Kanjur as hereinafter been, in perpetuity, on the terms, conditions and covenants therein contained and on the part of the lessee to be paid, observed and performed. We have been furnished with copies of the English translations of the said Instruments dated 5th July, 1934 and 30th November, 1937. We have not seen the Instruments dated 5th July, 1934 and 30th November 1937.

26. It appears that by diverse mesne and Instruments and various orders passed by the then the Bombay High Court, the hereditary rights in respect of all the lands forming part of Village Kanjur were vested, inter alia Mulji Hoshen.

27. By an Statement dated 6th July, 1938, made by and between Mulji Hoshen therein referred to as "the Mortgagee" of the First Part, Jehangir Hormusji Modi, therein referred to as "the Trustee" of the Second Part, the Central Bank of India therein referred to as "the Bank" of the Third Part and Sir Mohamed Yusuf Khan therein referred to as "the Purchaser" of the Fourth Part and registered with the Sub-Registrar of Assurances at Mumbai under Serial No.BCM/2376 of 1938 the said Mulji Hoshen and Co. assigned unto the said Sir Mohamed Yusuf Khan their right, title and interest in respect of the said lands forming a part of Village of Kanjur, on the terms, conditions and covenants therein contained. The aforesaid Instrument dated 6th July, 1938, has not been produced for our perusal.

28. By a Sub-lease dated 5th March, 1937, made by and between Sir Mohamed Yusuf Khan therein referred to as "the Sub-Lessor" of the One Part and Jolly Brothers Private Limited therein referred to as "the Sub-Lessee" of the Other Part, the said Sir Mohamed Yusuf Khan agreed to sub-lease to the said Jolly Brothers Private Limited the property bearing Survey Nos. 73/(part), 73/2 and 74/1 admeasuring

(contd)

KANGA & CO.

Deed No. _____

34,000 square yards equivalent to 28,434.72 square meters or thereabouts and more particularly described in the Third Schedule hereunder written on the terms, conditions and covenants therein contained and on the part of the lessee to be paid, observed and performed. The said Agreement dated 5th March, 1937 has not been produced for our perusal.

29. It appears that the said Sir Mohamed Yusuf Khan filed a suit being Suit No.481 of 1933 against the State of Bombay for a declaration that he was the owner of the above property and that the Bombay Estates (Land Revenue & Exemption Abolition) Act, 1951 did not apply to the said Kanjur Village and the Government could not apply the provisions of the said Act to the property more particularly described in the Third Schedule hereunder written. We have not been furnished copies of the said proceedings.

30. By a Consent Order passed in the Notice of Motion in the said Suit No.481 of 1933 on 11th October 1937, the Agreement dated 5th March, 1937 was confirmed and Jolly Brother Private Limited became entitled to a Sub-Lease in respect of the property more particularly described in the Third Schedule hereunder written, subject to payment of certain amounts as contained in the said Consent Order.

31. By a Sub-Lease dated 5th October, 1940, made between Sir Mohamed Yusuf Khan therein referred to as the "Sub-Lessor" of the First Part, Jehangir Hormusji Modi, therein referred to as "the Confirming Party" of the Second Part and Jolly Brothers Limited (now known as Jolly Board Limited), therein referred to as "the Company" of the Third Part and registered with the Sub-Registrar of Assurances at Bombay under Serial No.2932 of 1940, the said Sir Mohamed Yusuf Khan with the consent of the said Jolly Brothers Private Limited demised to and by way of sub-lease in perpetuity unto the said Jolly Brothers Limited the property bearing Survey No. 73/1 (pt), 73/2 and 74/1 and now bearing CTS Nos.1293, 1293/1, 1293/2, 1293/3, 1293/4 and 1293/5 admeasuring 28,434.72 square yards equivalent to 34,000 square meters being portion of the property more particularly described in the Third Schedule hereunder written and which portion is more particularly described in the Fourth Schedule hereunder written on the terms, conditions and covenants therein contained and on the part of the Sub-Lessee to be paid, observed and performed.

32. By an Indenture of Conveyance i.e. Reversionary Rights dated 20th December 2002 made by and between Abdul Rashid Abdul Rehman Yusuf Khan therein referred to as the Vendor of the Sons Mohamed Yusuf Khan therein referred to as "the Vendor" of the One Part and Jolly Board Limited therein referred to as "the Purchaser" of the Other Part and registered with the Sub-Registrar of Assurances at Kurla under Serial No.8778 of 2002, the said Abdul Rashid Abdul Rehman Yusuf granted, conveyed, sold and transferred unto the said Jolly Board Limited his reversionary right title and interest in respect of an area admeasuring 18211 square meters being portion of the property more particularly described in the Fourth Schedule hereunder written on the terms, conditions therein contained.

(contd)

KANGA & CO.

Deed No. _____

33. By virtue of the Indenture of Conveyance dated 5th December, 2002 Lodha Developers Private Limited is entitled to develop a portion of the property more particularly described in the First Schedule hereunder written after excluding the Freehold area of the Second Schedule Property which was conveyed under the Indenture of Conveyance dated 18th August, 1990 to Modern Home and Stock Brokers Limited and Jet Textile Limited.

34. By a Agreement for Assignment dated 19th July, 2007 Lodha Developers Private Limited is entitled to develop the Second Schedule Property admeasuring 4906.4 square meters.

35. Land bearing Survey Nos. 73/1 (part), 73/2 and 74/1 and CTS Nos.1293, 1293/1, 1293/2, 1293/3 and 1293/5 admeasuring in the aggregate approximately 34,018 square meters or thereabouts (1133.3 square meters or thereabouts at not present used) situate lying and being at Kanjur Village, South Ward, Greater Bombay District.

36. It appears that by two separate Instruments made in Bombay and Modi Grammar dated 5th July, 1934, and 30th November 1937, the Cultivator of Tenes described were one Fazal Ormuji Ismail the Village of Vikhroli and Kanjur as hereinafter been, in perpetuity, on the terms, conditions and covenants therein contained and on the part of the lessee to be paid, observed and performed. We have been furnished with copies of the English translations of the said Instruments dated 5th July, 1934 and 30th November, 1937. We have not seen the Instruments dated 5th July, 1934 and 30th November 1937.

37. It appears that by diverse mesne and Instruments and various orders passed by the then the Bombay High Court, the hereditary rights in respect of all the lands forming part of Village Kanjur were vested, inter alia Mulji Hoshen.

38. By an Statement dated 6th July, 1938, made by and between Mulji Hoshen therein referred to as "the Mortgagee" of the First Part, Jehangir Hormusji Modi, therein referred to as "the Trustee" of the Second Part, the Central Bank of India therein referred to as "the Bank" of the Third Part and Sir Mohamed Yusuf Khan therein referred to as "the Purchaser" of the Fourth Part and registered with the Sub-Registrar of Assurances at Mumbai under Serial No.BCM/2376 of 1938 the said Mulji Hoshen and Co. assigned unto the said Sir Mohamed Yusuf Khan their right, title and interest in respect of the said lands forming a part of Village of Kanjur, on the terms, conditions and covenants therein contained. The aforesaid Instrument dated 6th July, 1938, has not been produced for our perusal.

39. By a Sub-lease dated 5th March, 1937, made by and between Sir Mohamed Yusuf Khan therein referred to as "the Sub-Lessor" of the One Part and Jolly Brothers Private Limited therein referred to as "the Sub-Lessee" of the Other Part, the said Sir Mohamed Yusuf Khan agreed to sub-lease to the said Jolly Brothers Private Limited the property bearing Survey Nos. 73/(part), 73/2 and 74/1 admeasuring

(contd)

KANGA & CO.

Deed No. _____

40. By an Indenture of Mortgage dated 23rd July, 2007 made between Cowtown Land Development Private Limited therein referred to as the "Mortgagor" of the First Part, Jolly Board Limited therein referred to as the "Land Owner" of the Confirming Party and Lodha Developers Private Limited therein referred to as the "Mortgagee" of the Other Part and Housing Development Finance Corporation Limited therein referred to as the "Mortgagee" and registered with the Sub-Registrar of Assurances at Bandra under Serial No. BDR3/7368 of 2007 the said Cowtown Land Development Private Limited and Lodha Developers Private Limited have created a mortgage on the property more particularly described in the First Schedule hereunder written and the Fourth Schedule Property to secure the loan advanced by Housing Development Finance Corporation Limited.

41. We have caused searches to be taken in the office of the Sub-Registrar of Assurances at Kurla in respect of the properties more particularly described in the First Schedule and Fourth Schedule hereunder written and we have not found any documents of title registered affecting the right of Jolly Board Limited in relation to the property to which Jolly Board Limited is entitled. However, on perusal of various documents that are available with the said Sub-Registrar, our observation is as under:

(i) The Kanal Jamabandi Patra in relation to the aforesaid properties indicate that the following new Survey Numbers have been allotted to the aforesaid properties. However, the Kanal Jamabandi Patra does not clarify as to which old Survey Number corresponds to which new Survey Number and the CTS numbers. The following chart enumerates the new Survey Numbers and the corresponding CTS Numbers:

(a) Freehold Property

Sr.No.	CTS Nos.	New Survey Nos.
1.	1294/1	74/1(pt)
2.	1294/6	73/1
3.	1293/3	73/2(pt), 73/3
4.	1294/5	73/4

(b) (i) Leasehold Property

1.	1293	73/1
2.	1293/1	73/1(pt)
3.	1293/2	73/1(pt)
4.	1293/3	73/1(pt)
5.	1293/4	73/1(pt)
6.	1293/5	73/1(pt)
7.	1293/6	73/1(pt)

(contd)

KANGA & CO.

Deed No. _____

(ii) We have obtained the 7/12 Extract of the property bearing new Survey Nos.73/1(pt), 73/2 (pt), 73/4 and the 6/12 Extract i.e. Mutation Entries bearing Nos.784, 785, 22 and 23, Mutation Entry bearing No.52 pertaining to the name of Fazal Ormuji Ismail Jamabandi and the Sir Mohamed Yusuf Khan as Kabjedar in respect of the property bearing Survey Nos.73/1, 73/2 and 74/1 respectively. However, Entry No.52 records the death of Fazal Ormuji and the names of his legal heirs have been brought on records. Mutation Entries bearing Nos.784 and 785 are silent pertaining to the aforesaid properties.

(iii) We have obtained property cards in respect of the aforesaid properties which records their area as per the following table:

(a) Freehold Property

Sr.No.	CTS Nos.	Area (in sq. meters)
1.	1294/1	1133
2.	1294/6	75.4
3.	1294/3	3471.4
4.	1294/5	1162.5
5.	1294/7	1190.4
	Total area	11132.5

(iv) The area of the freehold property as per the property cards is 11132.5 square meters. However, the area of the freehold property as per the documents mentioned above is 11,137 square meters.

(b) Leasehold Property

Sr.No.	CTS Nos.	Area (in sq. meters)
1.	1293	13113.5
2.	1293/1	18
3.	1293/2	3743.9
4.	1293/3	143
5.	1293/4	125.7
6.	1293/5	173.1
	Total area	19315.2

(v) The area of the leasehold property as per the property cards is 19315.2 square meters. However, the area of the leasehold property as per the documents mentioned above is 24414.08 square meters.

(vi) On perusal of the aforesaid Agreements and the Property Register Cards in relation thereto we are not able to reconcile the area of the aforesaid CTS Numbers with the areas specified in the (i) Indenture of Conveyance dated 18th December, 1937; (ii) Indenture of Conveyance

(contd)

KANGA & CO.

Deed No. _____

aforementioned properties have been altered and the name of Jolly Board Limited was inserted in the revenue of the above-mentioned properties.

4. By an Indenture of Conveyance dated 18th August, 1990 made between Jolly Board Limited therein referred to as "the Vendors" of the First Part, Modern Home Limited (now known as Modern Shares and Stock Brokers Limited) therein referred to as "the First Purchaser" of the Second Part and Jet Textile Limited therein referred to as the "Second Purchaser" of the Third Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No.7714 of 1990 on 18th August, 1990, the said Jolly Board Limited granted, conveyed, sold and transferred jointly unto Modern Home Limited and Jet Textile Limited the portion of the property bearing CTS Nos.1294/2(part), 1294/7(part) and 73/1 (part) admeasuring 5723.16 square yards equivalent to 4906 square meters or thereabouts and which portion is more particularly described Firstly, Secondly and Thirdly in the Second Schedule hereunder written, ("the Second Schedule Property") or to be considered free and on certain terms and conditions therein mentioned. The property bearing CTS Nos.1294/3 (part), 1294/7 (part), forms part of the freehold land more particularly described in the First Schedule hereunder written, whereas the property bearing CTS No.1293 (part) forms pt of the leasehold land more particularly described in the Fourth Schedule hereunder written, which was assigned by the aforesaid Indenture of Conveyance. It is pertinent to note that the freehold portion of the property described in the Second Schedule forms part of the property described in the First Schedule hereunder written.

5. By virtue of the aforesaid Indenture of Conveyance dated 18th August, 1990, the said Modern Home Limited and Jet Textile Limited were granted rights in respect of open, vacant and contiguous a motor land which forms a portion of the property bearing CTS Nos. 1293/3 (part) and 1294/3 (part) admeasuring 3743 square meters or thereabouts being the property which was produced by Jolly Board Limited and did not form part of the aforesaid Indenture of Conveyance dated 18th August, 1990.

6. As per the aforesaid Indenture of Conveyance dated 18th August, 1990 the said Jolly Board Limited retained with itself the ownership rights in respect of property admeasuring 6142 square meters or thereabouts and the property admeasuring 3647 square meters and 1453 square meters respectively on the ground floor of the structure have a 16 Thirty Board Office Building" standing on the portion of the property more particularly described in the Second Schedule Property hereunder written.

7. By an Indenture of Partition dated 18th August, 1990, made by and between the Modern Home Limited therein referred to as "Subdivider" of the First Part and Jet Textile Limited therein referred to as "Jet Textile" of the Other Part and registered with the Office of Sub-Registrar of Assurances at Mumbai under Serial No. BDR3/7710 of 1990, on the basis of the mutual consent prior to the execution of the Indenture of Conveyance dated 18th August, 1990 as also recorded therein, the said Modern Home Limited became absolutely entitled to

(contd)

KANGA & CO.

Deed No. _____

property more particularly described Firstly in the Second Schedule and Jet Textile Limited became absolutely entitled to property more particularly described Secondly in the Second Schedule and the property more particularly described Thirdly in the Second Schedule was held by the said Modern Home Limited and Jet Textile Limited jointly on certain terms and conditions mentioned therein. However, the property owned by the aforesaid Indenture of Conveyance dated 18th August, 1990 was not physically sub-divided. The total area of each of the portions of the property that was partitioned and as mentioned in the respective schedules to the Indenture of Partition dated 18th August, 1990 and which are more particularly described Firstly, Secondly and Thirdly in the Second Schedule hereunder written admeasure in the aggregate 4906.4 square meters or thereabouts.

8. By Articles of Co-Development Agreement dated 2nd December, 2002, executed between Jolly Board Limited therein referred to as "Jolly" of 1st One Part and Lodha Developers Private Limited therein referred to as "Lodha" of the Other Part and registered with the Sub-Registrar of Assurances, Kurla, being Serial No.KLR/2205 the said Jolly Board Limited and Lodha Developers Private Limited agreed to jointly develop inter alia the property bearing Survey Nos. 73/1 (Part) and 73/2 more particularly described in the "First Schedule hereunder written and Survey Nos. 73/1 (Part), 73/2 and 74/1 and which is more particularly described in the Fourth Schedule hereunder written.

9. Pursuant to the Articles of Co-Development Agreement dated 2nd December, 2002, a Development Agreement dated 2nd December, 2002 was executed for development of the property covered under the Articles of Co-Development Agreement dated 2nd December, 2002.

10. By a Supplemental / Modification Agreement dated 12th March, 2006 executed between Jolly Board Limited therein referred to as "Jolly" and Lodha Developers Private Limited therein referred to as "Lodha" it was agreed between Jolly Board Limited and Lodha Developers Private Limited that properties respectively described in the First Schedule and Fourth Schedule hereunder written would be developed the same permitted under FSI/TDR.

11. Further by another Supplemental / Modification Agreement dated 16th October, 2006 executed between Jolly Board Limited therein referred to as "Jolly" and Lodha Developers Private Limited therein referred to as "Lodha" it was agreed between Jolly Board Limited and Lodha Developers Private Limited that there would be two buildings on the property more particularly described in the First Schedule and the Fourth Schedule hereunder written, namely Building "A" and Building B and that building "A" would belong to Jolly Board Limited and building "B" would belong to Lodha Developers Private Limited.

12. Further by a Development Agreement dated 8th February, 2006 made between Modern Shares and Stock Brokers Limited (formerly known as "Modern Home Finance Private Limited" and "Modern Home Credit and Capital Limited") therein referred to as the "Owner No. 1 of the First Part, Jet Textile Limited therein

(contd)

KANGA & CO.

Deed No. _____

referred to as the "Owner No. 2" of the Second Part and Cowtown Land Development Private Limited therein referred to as "the Developer" of the Third Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. 1158 of 2006. Modi-n Shares and Stock Brokers Limited and Jet Textile Limited granted to Cowtown Land Development Private Limited development rights in respect of the Second Schedule Property (including structures on the ground and the second floor in building known as "Jolly Board" standing on the property which property forms part of the property described in the First Schedule hereunder written) hereunder written, or for the consideration and on certain terms and conditions therein mentioned.

13. By a Deed of Modification and Supplemental Modification Agreement dated 5th October, 2007 executed between Jolly Board Limited therein referred to as "Jolly" of the One Part and Lodha Developers Private Limited therein referred to as "Lodha" of the Other Part and registered with the Sub-Registrar of Assurances at Kurla being Serial No.BDR13-07723 of 2007, the said Jolly Board Limited and Lodha Developers Private Limited had modified certain terms and conditions of the Articles of Co-Development Agreement dated 2nd December, 2002 in relation to handing / selling of the areas in respect of the buildings A and B.

14. We observe that by an Articles of Co-Development Agreement dated 2nd December, 2002 executed between Jolly Board Limited and Lodha Developers Private Limited the said Jolly Board Limited has granted development rights with respect to the property more particularly described in the First Schedule and Second Schedule hereunder or the Lodha Developers Private Limited, however, would be entitled to develop the property more particularly described in the First Schedule hereunder written, after excluding the area of the Second Schedule Property given the Second Schedule Property was conveyed by Jolly Board Limited to Modern Shares and Stock Brokers Limited and Jet Textile Limited.

15. By a Power of Attorney dated 6th February, 2006 and registered with the Sub-Registrar of Assurances at Mumbai under Serial No. BDR-13 1327/2006, Modern Shares and Stockbrokers Limited and Jet Textile Limited appointed Mr. Mangal Prabhat Lodha and Mr. Abhishek Lodha directors of Cowtown Land Development Private Limited, as their lawful attorneys to facilitate implementation of the development of the Second Schedule Property.

16. By the aforesaid Power of Attorney dated 6th February, 2006, Modern Shares and Stockbrokers Limited and Jet Textile Limited have granted Cowtown Land Development Private Limited to enter into any agreement and or arrangement with any financial institution, banks, financers, bankers, developers to carry out and implement the work of development in respect of the Second Schedule Property.

17. On the basis of the aforesaid Development Agreement dated 8th February, 2006 read with the Power of Attorney dated 6th February, 2006 executed by Modern Shares and Stockbrokers Limited and Jet Textile Limited in favour of Cowtown Land Development Private Limited, Cowtown Land Development

(contd)

KANGA & CO.

Deed No. _____

Private Limited has the right to assign all its rights and obligations under the Development Agreement dated 8th February, 2006.

18. By an Agreement for Assignment dated 16th May, 2007 executed between Cowtown Land Development Private Limited and Lodha Developers Private Limited, Cowtown Land Development Private Limited has assigned the development rights absolutely under the Development Agreement dated 8th February, 2006, in respect of the Second Schedule Property to Lodha Developers Private Limited.

19. By an Indenture dated 19th May, 2007 made between Jet Textile Limited therein referred to as "the Vendor" of the First Part, Jolly Board Limited therein referred to as "Purchaser" of the Second Part and Cowtown Land Development Private Limited therein referred to as "Confirming Party" of the Third Part and registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No.5822 of 2007 Jet Textile Limited said transferred and assigned premises on the ground and second floor admeasuring 18,000 square feet or thereabouts (built up area) in the said building and other rights more fully and specifically shown.

20. The name of Modern Home Limited was changed from time to time and at present the name of the Modern Home Limited is Modern Shares and Stock Brokers Limited.

21. The Executive engineer, building proposals of Brihanmumbai Corporation of Greater Mumbai issued the Commencement Certificate bearing No. CE/0106/BP(WS)/AL dated 18th July, 2006 under Sections 45 and 69 of the Maharashtra Regional and Town Planning Act, 1966, in favour of Lodha Developers Private Limited with respect to the development of the property more particularly described in the First Schedule and Fourth Schedule hereunder written. The said Commencement Certificate has been extended from time to time with the last extension made on 17th May, 2008.

22. Jolly Board Limited is the owner of and well and sufficiently entitled to the property described in the First Schedule hereunder written after excluding the freehold area of the Second Schedule Property which was conveyed under the Indenture of Conveyance dated 18th August, 1990 to Modern Shares and Stock Brokers Limited and Jet Textile Limited.

23. Modern Shares and Stock Brokers Limited is well and sufficiently entitled to property bearing CTS No. 1294/7 (part) admeasuring 1646.96 square meters and Jet Textile Limited is well and sufficiently entitled to property bearing CTS No. 1294/3 (part), 1294/7 (part) and 1293 (part) admeasuring in the aggregate 1591.29 square meters and is the owner in respect of the property bearing CTS No. 1293 (part).

24. Modern Shares and Stock Brokers Limited and Jet Textile Limited jointly hold property bearing CTS No. 1294/7 (part) admeasuring 1734.22 square meters.

(contd)

**** ThumbNail After Upload (IGR, Pune) ****** iSarita v3.0 ****

मालमत्ता पत्रक

KANGA & CO.

Deed No. 5

iii) The DP remarks issued by Chief Engineer, MCGM vide letter dated 14th January 2006 state that the said property falls under District Commercial Zone/ Special Industrial Zone.

iv) that the Lease Deed in favour of City Board Limited has been executed by the Government of Maharashtra on 19th June 2006

v) By a letter dated 23th May 2009, the Chief Engineer, MCGM has granted the permission to develop the said Property.

vi) By an Order dated 29th May, 2006 the Office of the Collector, Mumbai Suburban District has sub divided the said Large Property bearing CTS No.657/A and also allotted a New CTS No.

Lodha Developers Limited has also brought to our attention that the Municipal authorities have sanctioned the plans, issued commencement certificate and issued Occupation Certificates in relation to certain other construction and development being carried out by it on the larger property bearing New C.T.S No.657/A of which the said Property forms part. The above circumstances clearly indicate that the said Property is developable and that there are no restrictions with regard to development and user thereof and therefore, does not fall within the purview of the Larger Property which has been designated as the mangrove land

20. . The name of Lodha Developer Private Limited was changed with effect from 10th August 2009 to Lodha Developers Limited.

21. We have not given advertisements in local newspapers inviting claims from the public in relation to the said Property.

22. We have been informed by Lodha Developers Limited, the original documents of title in respect of the Property are lying with Jolly Board Limited.

23. In view of the aforesaid, Jolly Board Limited is the owner of the Property and entitled to Leasehold rights in respect to the said Property and has a clear and marketable title with respect thereto free from encumbrances, claims and demands. Further, by virtue of Co-Development Agreement dated 2nd December 2005, Lodha Developers Limited is entitled to develop the said Property. Jolly Board Limited and Lodha Developers Limited are entitled to create mortgage in respect of their respective rights in respect of the said Property.

THE FIRST SCHEDULE ABOVE REFERRED
(Description of the said Larger Property)

All those pieces and parcels of land situate at bearing Survey No. 275 and admeasuring approximately 30 Acres or thereabouts situate, lying and being at Village Kanjur, Taluka

5

KANGA & CO.

Deed No. 6

Kurla, Kanjur Marg in the registration and Sub-District of Mumbai City and Mumbai Suburban.

THE SECOND SCHEDULE ABOVE REFERRED
(Description of the said Property)

All those pieces and parcels of land situate at bearing Survey No. 275 (Part) and corresponding old C.T.S No. 657-A and after sub-division bearing new C.T.S No. 657/A/1C and 657/A/2/C-1 and admeasuring approximately 19,000.00 square metres and after sub-division admeasuring 19,119.75 Square metres or thereabouts situate lying and being at Village Kanjur, Taluka Kurla, Kanjur Marg in the registration and Sub-District of Mumbai City and Mumbai Suburban and bounded as follows:

On or towards the East:	By C.T.S. No. 657-D
On or towards the West:	By the boundary of the Hariyali Village
On or towards the South:	By C.T.S. No. 673-A
On or towards the North:	By C.T.S. No. 1293

Dated this 16th day of September, 2009.

Yours faithfully,
Kanga & Company,

Partner

6

THE SEAL OF THE SUB REGISTRAR KURLA-1

2009 Book 1 Deed 6

MUNICIPAL CORPORATION OF GREATER MUMBAI

Annexure

मालमत्ता पत्रक

करत-१

६०४८	७७	११५
२०१५		

पोचपावती

Certified True Copy

करत-१

६०४८	७८	११५
२०१५		

पोचपावती

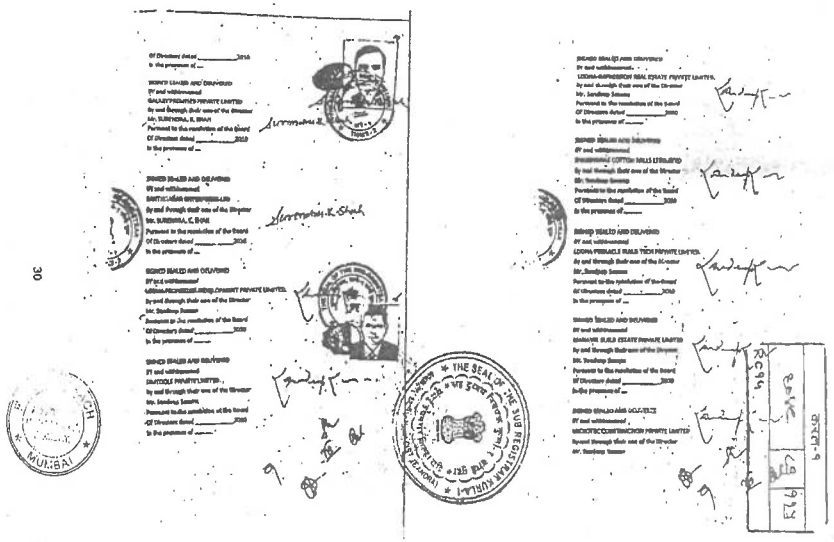
करत-१

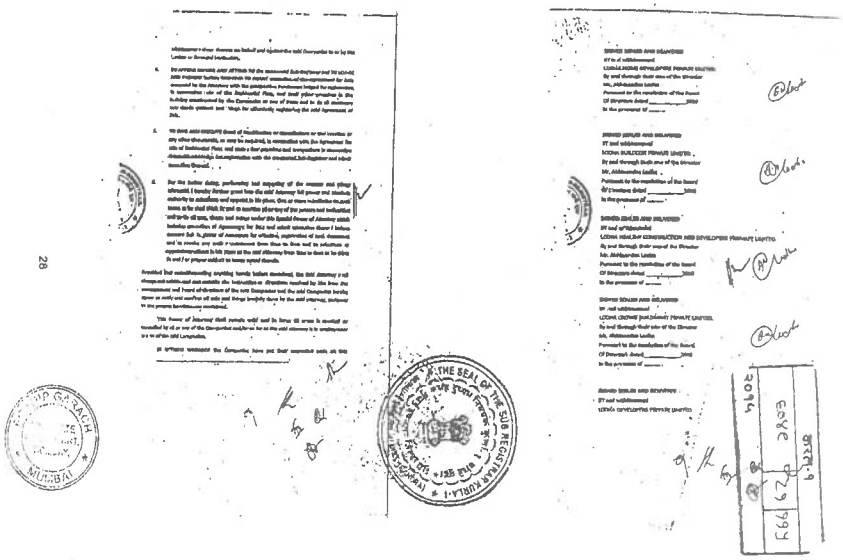
६०४८	७९	११५
२०१५		

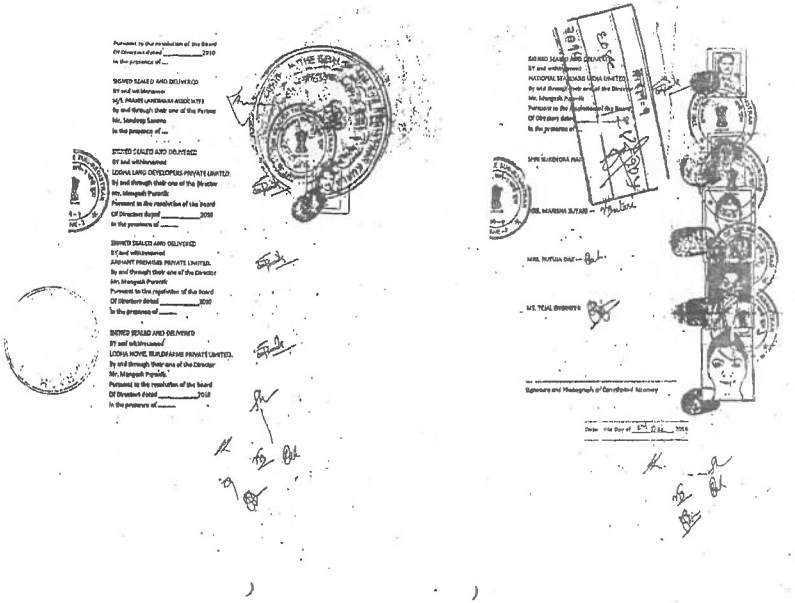
करत-१

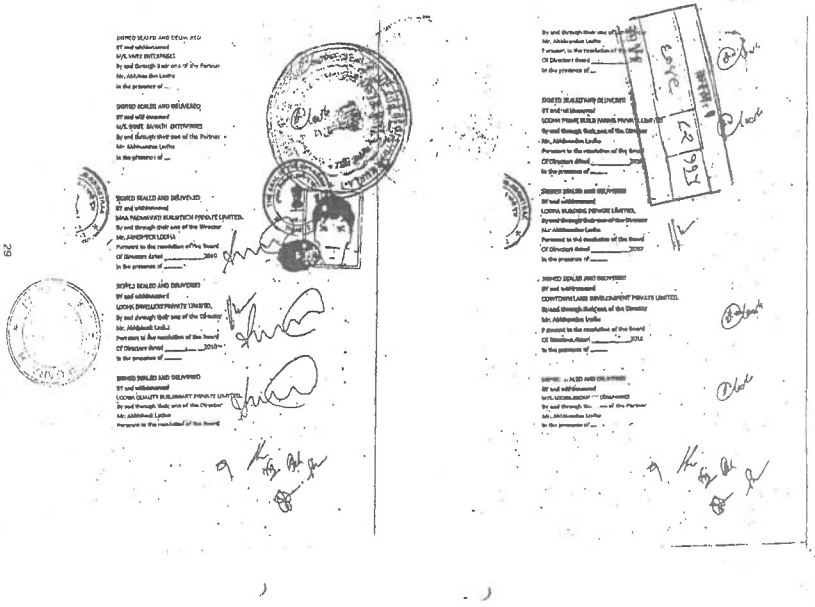
६०४८	८०	११५
२०१५		

**** ThumbNail After Upload (IGR, Pune) ****** iSarita v3.0 ****

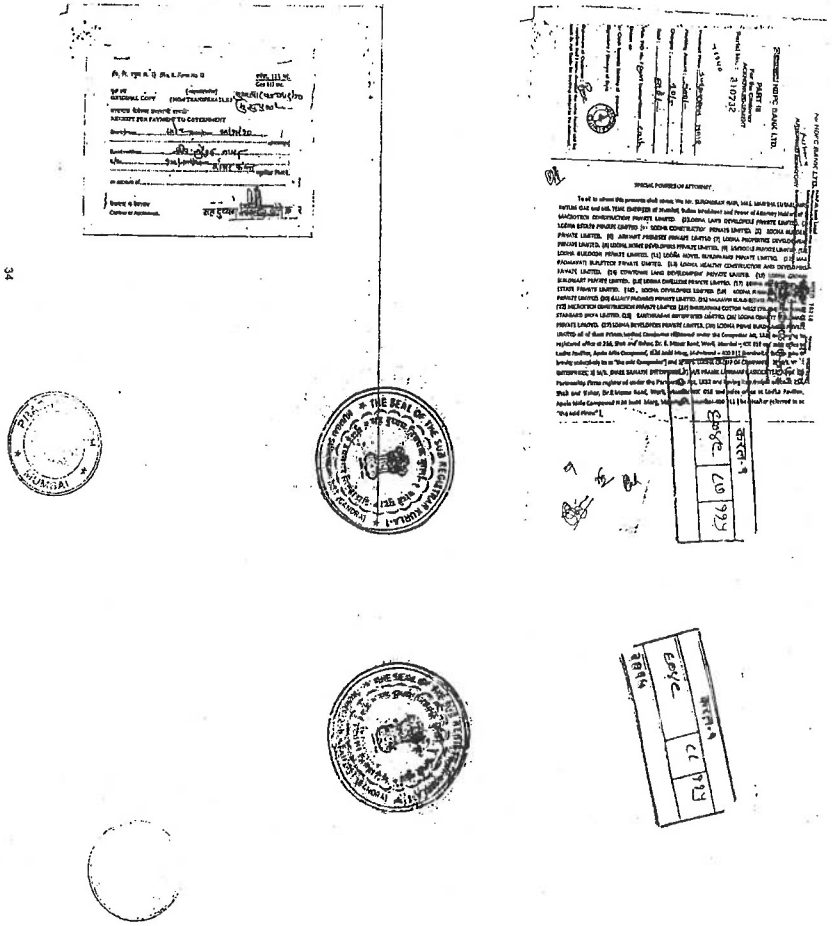


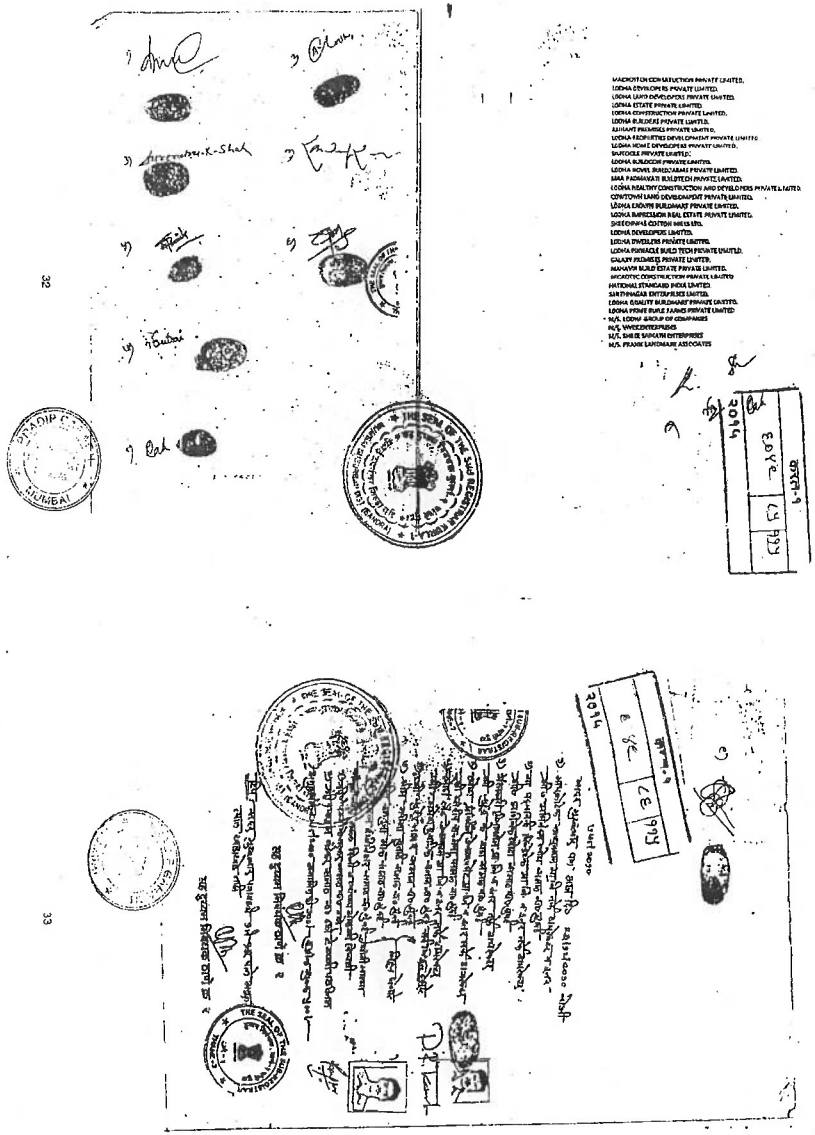






***** ThumbNail After Inlaid (ICD Bijna) ****** iCarita v3.0 ****





*** ThumbNail After Upload (IGR, Pune) ****** iSarita v3.0 ****

करत-१

६०४८	८३	११५

२०१५

39

करत-१

६०४८	८४	११५

२०१५

40

करत-१

६०४८	८५	११५

२०१५

कुलमुखत्यार पत्राचे घोषणापत्र

मी, श्री/श्रीमती/सौ अनंत पांडुरंग राजत यां-
द्वारे घोषित करतो की, दुय्यम निबंधक कुर्ला-२ यांचे कार्यालयात
करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला
आहे. श्री/श्रीमती/सौ कल्पेश राजत यांनी
इतर यांनी दिनांक १७/०७/१५ रोजी मला दिलेल्या
कुलमुखत्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे /
निष्पादीत करून कबूलीजबाब दिला आहे. सदर कुलमुखत्यारपत्र लिहून
देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यार
देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा [illegible]
कारणांमुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले [illegible]
कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त दस्त [illegible]
सक्षम आहे. सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम
१९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव
आहे.

ठिकाण : चेंबूर

दिनांक : 20/5/15

सही Amit J. Raut
P.O.A.

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

करत-१

६०४८	८६	११५

२०१५

25

***** ThumbNail After Upload (IGR, Pune) ****** iSarita v3.0 ****

करल-१
९०४८ | ९७ | ११५
२०१५

पावती

Original/Duplicate

Friday,April 17 ,2015
1:00 PM

नोंदणी क्र. :39M
Regn.:39M

पावती क्र.: 4361 दिनांक: 17/04/2015

सादरचे नाव: सिध्दाव
दस्तऐवजाचा अनुक्रमांक: बबई2-3716-2015
दस्तऐवजाचा प्रकार : कुलमुखत्यारपत्र
सादर करणाऱ्याचे नाव: कल्पेश अनंत राऊत

नोंदणी फी ₹. 100.00
दस्त हाताळणी फी ₹. 200.00
पृष्ठांची संख्या: 10

एकूण: ₹. 300.00

आपणास मूळ दस्त ,ंबनेल प्रिंट,सूची-२ व सीडी अंदाजे
1:12 PM ह्या वेळेस मिळेल. सह दुय्यम निबंधक,मुंबई-2

बाजार मुल्य: रु.१ /- मोबदला: रु.1/
भरलेले मुद्रांक शुल्क : रु. 500/-

1) देयकाचा प्रकार: By Cash रक्कम: रु 100/-
2) देयकाचा प्रकार: By Cash रक्कम: रु 200/-

करल-१
९०४८ | ९८ | ११५
२०१५

CHALLAN
MTP Form Number-6

करल-१
९०४८ | ९९ | ११५
२०१५

GRN	MH000337612015MEE	BARCODE	Date 17/04/2015 Time 13:12:34 Form ID 4[illegible]
Department	Inspector General Of Registration		Payer Details
Type of Payment	Non-Judicial Customer Direct Payment		TAX ID (If Any)
	Sale of Non Judicial Stamp - 5in5 Mumbai only		PAN No. (If Applicable)
Office Name	BOM2_JT SUB REGISTRA MUMBAI CITY 2		Full Name KALPESH ANANT RAUT
Location	MUMBAI		
Year	2015-2016 One Time		Flat/Block No. 304 SAI DARSHAN KHETWADI
Account Head Details		Amount In Rs.	Premises/Building
0030045501	Sale of NonJudicial Stamp	500.00	Road/Street
			Area/Locality GIRGAON
			Town/City/District
			Pin 4 0 0 0 0
			Remarks (If Any)
			PAR2 --PH-ANANT
Total		500.00	Amount In Words Five Hundred Only
Payment Details	BANK OF MAHARASHTRA		FOR USE IN RECEIVING BANK
	CT_4gw-DD Details		Bank CIN / REF No. 00300042015041748379 239768752
Cheque/DD No.			Date 17/04/2015-11:15:34
Name of Bank			Bank Branch BANK OF MAHARASHTRA
Name of Branch			Scroll No., Date Not Verified with Scroll
Mobile No. Not Available			

करल-१
९०४८ | १०० | ११५
२०१५

बबई - २
३५१ | १ | १०
२०१५

बबई - २
३५५ | २ | १०
२०१५

*** ThumbNail After Upload (IGR, Pune) ****** iSarita v3.0 ****

बनई - २ १७
३७९८ ३ | ९०
२०२५

POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME, I, KALPESH ANANT RAUT, an adult, Indian Inhabitant of Bombay, residing at Flat No. 901, Sai Darshan, Khetwadi, 5th Lane, Girgaon, Mumbai-400 004, do hereby SEND GREETINGS

करल-१
९०५८ | १०१ | ११५
२०१५

WHEREAS I have agreed to purchase Flat No.3301, Augusta Lodha Aurum Grande, Kanjurmarg (East), Mumbai, (hereinafter referred to as the 'said flat') AND WHEREAS I have applied for home loan from State Bank of India, Girgaon Branch AND WHEREAS all formalities yet to be completed AND WHEREAS I am going Abroad due to my employment and may not return earlier and as such not available to complete legal formalities of obtaining loan and taking possession of the Flat against which I intend to raise loan AND WHEREAS in these circumstances, I am not [illegible] to complete formalities I am desirous of appointing some fit and proper person [illegible] do all formalities to apply for loan, take possession of the Flat and to get the [illegible] registered with the Registrar of Assurance I hereby appoint my Father Anant Pandurang Raut, an adult, residing at Flat No. 904, Sai Darshan, Khetwadi, 5th Lane, Girgaon, Mumbai-400 004 [illegible] true and lawful constituted Attorney for me and on behalf.

I, KALPESH ANANT RAUT, do hereby nominate, constitute and appoint my father ANANT PANDURANG RAUT to be my true and lawful Constituted Attorney to [illegible] the following acts, deeds and things

1. To apply for loan from Bank of India against the said flat and sign necessary documents in favour of the Bank.

2. To receive loan amount and receipt for the same and to pay the instalments of loan and any other amount due to the Bank in respect of the said flat.

3. To appear for me and on my behalf before any Sub-Registrar of Assurances or any other officers of Assurances or authorities and to present and lodge for registration any document and to admit execution thereof executed by me or by the said Attorney on my behalf and pay stamp duty, registration charges and any other liability in respect of the said flat.

4. To deal and to make correspondence with State Bank of India, Municipal Authorities, the authorities of State and Central Government and its Departments and officers in connection with the said flat.

5. To accept service of any writ, summons or other legal process or notice and to appear and represent in any court, Magistrate, Revenue or other officers, Tribunal to commence any suit, action or other proceeding in any court to enforce any action right, title and/or interest in respect of the said flat or to take other lawful steps and also to appoint pleader to prosecute or defend in respect of the said flat or any [illegible] execute deliver, file all necessary Vakalatnama, Warrants, plaints, petitions, applications, defense, statement, accounts, declaration, affidavits and other documents, papers and writings in connection with the said flat.

करल-१
९०५८ | १०२ | ११५
२०१५

6. To commence, to prosecute, institute, defend, oppose, negotiate for settlement or to refer to the Arbitration and represent me in all actions and legal proceedings and also to represent me in Appeal, Revision either Civil, Criminal, Original and Appellate and to file Application and Petition and any other proceedings in any court of law to do all acts, deeds, matters and things as may be [illegible] protect my interest as also file or to be filed against any person claiming any interest in [illegible] and attend all matters before any office of State, Central Government.

THIS POWER OF ATTORNEY GIVEN WITHOUT ANY CONSIDERATION

[illegible] AND GENERALLY to do and execute all acts, deeds matters and things relating to or concerning or [illegible] the said flat on my behalf and for me.

बनई - २ १७
३७९८ ४ | ९०

AND I hereby agree to ratify and confirm all and whatever my said Attorney shall lawfully do or purport to do by virtue of these presents. ON 17th DAY OF APRIL 2015

SIGNED, SEALED AND DELIVERED)
by the within named KALPESH)
ANANT RAUT in the presence of)

1) SIDDHA ANANT RAUT
904, SAI DARSHAN,
KHETWADI 5TH LANE, GIRGAON
MUMBAI-400004

करल-१
९०५८ | १०३ | ११५
२०१५

Accepted by me)
ANANT PANDURANG RAUT)
in the presence of)

2) Nandkishor Chinde
B/4 Maniwad
L.T. Nagar
Sainathka Marg - 42

करल-१
९०५८ | १०४ | ११५
२०१५

बनई - २ १७
३७९८ ५ | ९०
२०१५

बनई - २ १७
३७९८ ६ | ९०
२०१५

***** ThumbNail After Upload (JGR_Pune) ****** iSarita v3.0 ****

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA

NAMDEV P. RAUT

PAN: AJPPR8391P

करार-१
९०४८ | १०५ | ९९५
२०१५

३४५५ | ५ | १०
२०१५

भारत सरकार

17/6 2053 9..15

सक्षम अधिकारी

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
NANDKISHOR G UKIRDE
GOPAL MAHADEO UKIRDE
05/08/1977
Permanent Account Number
AAXPU8512E

THE SEAL OF THE SUB REGISTRAR KURLA
MUMBAI SUBURBAN DIST. (MUMBAI)

करार-१
९०४९ | १०५ | ९९५
२०१५

THE SEAL OF THE SUB REGISTRAR KURLA
MUMBAI SUBURBAN DIST. (MUMBAI)

भारत सरकार
GOVT. OF INDIA
NAMDEV RANGA RAUT

Z 218 318 18

मुंबई - २१
३४५५ | ७ | १०
२०१५

Summary 1 (Goshwara Bhag-1)

शुक्रवार, 17 एप्रिल 2015 1:00 म.नं.

दस्त गोषवारा भाग-1

वखर2
दस्त क्रमांक: 3716/2015

दस्त क्रमांक: वखर2 /3716/2015

बाजार मुल्य: रु. 01/- मोबदला: रु. 01/-

भरलेले मुद्रांक शुल्क: रु.500/-

दु. नि. सह. दु. नि. वखर2 यांचे कार्यालयात
अ. क्र. 3716 वर दि.17-04-2015
रोजी 12 52 म.नं. वा. हजर केला.

करार-१
९०४८ | १०७ | ९९५
२०१५

पावती:4361
पावती दिनांक: 17/04/2015
सादरकर्त्याचे नाव: कविता अनंत राऊत

नोंदणी फी रु. 100.00
दस्त हाताळणी फी रु. 200.00
पृष्ठांची संख्या: 10

एकुण: 300.00

दस्त हजर करणाऱ्याची सही.

सह दुय्यम निबंधक, मुंबई-2

सह दुय्यम निबंधक, मुंबई-2

बाजार मुल्याचा प्रकार: कुलमुखत्यारपत्र

मुद्रांक शुल्क: अ नोंदणी ते प्रतिबंधार्थ देण्यात आलेला असून त्यामुळे कोणतीही स्थावर मालमत्ता विक्रीचा प्राधिकार मिळत असेल तेव्हा

सिद्धा क्र. 1 17 / 04 / 2015 12 : 50 : 38 PM ची वेळ: (नोंदणीकरण)

सिद्धा क्र. 2 17 / 04 / 2015 12 : 52 : 54 PM ची वेळ: (फी)

सिद्धा क्र.4 ची वेळ:17 / 04 / 2015 12 : 56 : 21 PM

सिद्धा क्र.5 ची वेळ:17 / 04 / 2015 12 : 56 : 39 PM नोंदणी पुस्तक 4 मध्ये

सह दुय्यम निबंधक, मुंबई-2

EPayment Details.

sr	Epayment Number	Defacement Number

iSarita v1.5.0

Summary-2(दस्त गोषवारा भाग - २)

17/04/2015 1 03:59 PM

दस्त गोषवारा भाग-2

वखर2
दस्त क्रमांक:3716/2015

दस्त क्रमांक वखर2/3716/2015
दस्ताचा प्रकार :-कुलमुखत्यारपत्र

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:अनंत पांडुरंग राऊत पत्ता:फ्लॅट नं: 904, माळा नं: 9वा मजला, इमारतीचे नाव: साई दर्शन, ब्लॉक नं: सेवावाडी विरार, रोड नं: सेवावाडी 5वी लेन, . . . पॅन नंबर:AJPR8391P	पॉवर ऑफ अटॉर्नी होल्डर वय :-67 स्वाक्षरी:-		
2	नाव:कल्पेश अनंत राऊत पत्ता:904, साई दर्शन, साई दर्शन, सेवावाडी विरार सेवावाडी 5वी लेन, कुलाबावाडी (मुंबई), MAHARASHTRA, MUMBAI, Non-Government, पॅन नंबर:AJNPR8542K	कुलमुखत्यार देणार वय :-31 स्वाक्षरी:-		

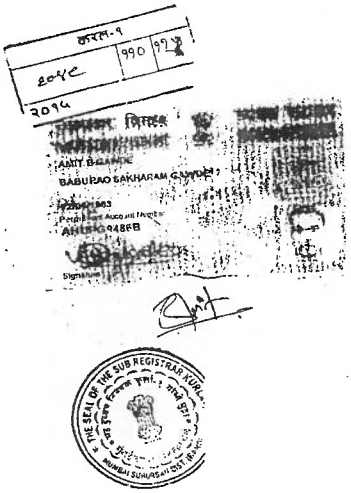
नोंदणी क्रमांक: वखर2/3716/2015
दिनांक: 17 / 04 / 2015 12 : 55 : 36 PM

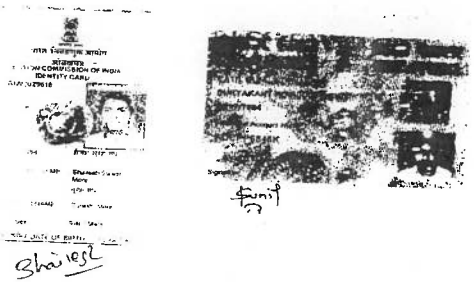
प्रमाणित करण्यात येते की
दस्तामध्ये एकूण ..... पाने आहेत
पुस्तक क्रमांक: वखर-२/३७१६/२०१५
नोंदणी दिनांक 17 APR 2015

सह. दुय्यम निबंधक मुंबई शहर-२.

iSarita v1.5.0

*** ThumbNail After Upload (IGR, Pune) ****** iSarita v3.0 ****





Summary1 (GoshwaraBhag-1)

दुय्यम निबंधक कुर्ला १

दस्त क्रमांक: कुर्ला १/6049/2015

बाजार भुल्य: रु. 1,51,52,500/- मोबदला रु. 1,73,50,000/-

भरलेले मुद्रांक शुल्क: रु.8,67,500/-

दु. नि. सह. दु. नि. कुर्ला १ यांचे कार्यालयात अ. क्र. 6049 वर दि.20-05-2015 रोजी 2:50 म.नं. ला. हजर केला.

पावती:8295 पावती दिनांक: 20/05/2015

सादरकरणाऱ्याचे नाव: कल्पेश राऊत तर्फे कु.मु.अनंत पांडुरंग राऊत - -

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 2300.00

पृष्ठांची संख्या: 115

एकुण: 32300.00

दस्त हजर करणाऱ्याची सही:

दु. निबंधक कुर्ला १

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थानगत असलेल्या कोणत्याही स्टंप ड्यूटीच्या हद्दीत किंवा उप-क्षेत्र (सेल) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

सिक्का क्र. 1 20 / 05 / 2015 02 : 43 : 04 PM ची वेळ: (सादरीकरण)

सिक्का क्र. 2 20 / 05 / 2015 02 : 44 : 18 PM ची वेळ: (फी)

THE SEAL OF THE SUB REGISTRAR KURLA

iSarita v1.5.0

Summary-2(दस्त गोषवारा भाग - २)

20/05/2015 3 12:38 PM

दस्त क्रमांक :करन1/6049/2015

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	बोटाचा ठसा
1	नाव:कल्पेश राऊत तर्फे कु.मु.अनंत पांडुरंग राऊत - - पत्ता:-, -, 904 साई स्नेह श्रीनवाडी 5वी मेन मिरारोड,मुंबई, -, -, मंबेवाडी (ठाकेवाडी), MAHARASHTRA, MUMBAI, Non-Government. पैन नंबर:AJNPR9531K	विक्रेत वेचार वय :-67 स्वाक्षरी:-		

वरील दस्तऐवज करून देणार यांनी वरील करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करून देणा-यांना व्यक्तीश: ओळखतात, व त्यांची ओळख पटविताात

अनु क्र.	पक्षकाराचे नाव व पत्ता		छायाचित्र	बोटाचा ठसा
1	नाव:सुनिल पाटील - - वय:30 पत्ता:खारेगाव कळवा पिन कोड:400605	स्वाक्षरी		
2	नाव:शैनेल सुरेश मोरे - - वय:25 पत्ता:वरळी, मुंबई पिन कोड:400018	स्वाक्षरी		

खालील पक्षकाराची कबुली उपलब्ध नाही.

अनु क्र. पक्षकाराचे नाव व पत्ता

1 लोढा डेव्हलपर्स प्रा. लि. तर्फे कु. मु. सुरेन्द्रन नायर :तर्फे कु. मु. पंढरी कैसरकर
प्लॉट नं: 216, मुळ्ळ नं: -, इमारतीचे नाव: शह आणि नाहर इंडु. इस्टेट, ब्लॉक नं: वरळी, मुंबई, रोड नं: डॉ. ई. मोझेस रोड, महाराष्ट्र, मुंबई.
AAACL1490J

दु. निबंधक कुर्ला १

EPayment Details.

THE SEAL OF THE SUB REGISTRAR KURLA

iSarita v1.5.0

अ.	Epayment Number	Defacement Number
1	MH000723944201516S	0000655150201516

6049 /2015

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning
2. Get print and mini-CD of scanned document along with original document, immediately after registration.

For feedback, please write to us at feedback_isarita@gmail.com

THE SEAL OF THE SUB REGISTRAR KURLA-1

करल-१
६०५६ | ११३ | ११५
२०१५

iSarita v1.5.0

Summary-2(दस्त गोषवारा भाग - २)

दिनांक क.4 ची वेळ:22 / 05 / 2015 03 : 04 : 25 PM

दिनांक 5 ची वेळ:22 / 05 / 2015 03 : 04 : 46 PM नोंदणी पुस्तक 1 पर्यंत

दुय्यम निबंधक कुर्ला 1

EPayment Details.

अ.	Epayment Number	Defacement Number
1	MH000723944201516S	0000655150201516

6049 /2015

Know Your Rights as Registrants

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print and mini-CD of scanned document along with original document, immediately after registration.

For feedback, please write to us at feedback_isarita@gmail.com

प्रमाणित करण्यात येते कि या दस्तामध्ये एकूण एकशे चार (१०४) पाने आहेत.
करल-१/ ६०५६ /२०१५
पुस्तक क्रमांक १ मध्ये नोंदला २२/०५/२०१५
दिनांक

सह- दुय्यम निबंधक कुर्ला-१
मुंबई उपनगर जिल्हा

THE SEAL OF THE SUB REGISTRAR KURLA-1

करल-१
६०५६ | ११५ | ११५
२०१५

22/05/2015 3:20:48 PM

दस्त गोषवारा भाग:2

करला
दस्त क्रमांक 6049/2015

दस्त क्रमांक :करल1/6049/2015
दस्ताचा प्रकार :-करारनामा

करल-१
६०५६ | ११४ | ११५
२०१५

अनु क. पक्षकाराचे नाव व पत्ता — पक्षकाराचा प्रकार — छायाचित्र — अंगठ्याचा ठसा

1 नाव:मेसर्स इंस्पायरपर्ल प्रा. लि. तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु. पंकजी केसरकर
पत्ता:फ्लॅट नं: 216, माळा नं: -, इमारतीचे नाव: शाह अलि नाहर ईट. इस्टेट, ब्लॉक नं: वरळी, मुंबई, रोड नं: डॉ. ई. मोसेस रोड, महाराष्ट्र मुंबई.
पॅन नंबर:AAACL1490J
लिहून देणार वय :-43 स्वाक्षरी:-

वरील दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.
शिक्का क.3 ची वेळ:22 / 05 / 2015 03 : 03 : 34 PM

शेरा:-
खालील इसम असे निवेदीत करतात की हे दस्तऐवज करून देणा-यानां व्यक्तीश: ओळखतात, व त्यांची ओळख पटवितात

अनु क. पक्षकाराचे नाव व पत्ता — छायाचित्र — अंगठ्याचा ठसा

1 नाव:अमित गायडे - -
वय:30
पत्ता:धारेगाव कळवा
पिन कोड:400605
स्वाक्षरी

2 नाव:गणेश सुरेश मोरे - -
वय:25
पत्ता:वरळी, मुंबई
पिन कोड:400018
स्वाक्षरी

खालील पक्षकाराची कबुली उपलब्ध आहे .

अनु क. पक्षकाराचे नाव व पत्ता
1 कमल राऊत तर्फे कु.मु अनंत पांडुरंग राऊत - -
-, -, 904 मार्ट दर्शन खेतवाडी 5वी लेन गिरगाव,मुंबई, -, -, खेतवाडी (गिरगाव), MAHARASHTRA, MUMBAI, Non-Government.
AJNPR9531K

खालील पक्षकाराची कबुली उपलब्ध आहे .

अनु क. पक्षकाराचे नाव व पत्ता
1 कमल राऊत तर्फे कु.मु अनंत पांडुरंग राऊत - -
-, -, 904 मार्ट दर्शन खेतवाडी 5वी लेन गिरगाव,मुंबई, -, -, खेतवाडी (गिरगाव), MAHARASHTRA, MUMBAI, Non-Government.
AJNPR9531K

iSarita v1.5.0