

# GODREJORIGINS VIKHROLI, MUMBAI

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**(1)** 

AGREEMENT FOR SALE

369 4348

पावती

Original/Duplicate

Monday, April 08, 2019

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3:27 PM

Regn.:39M

पावती हं.: 5193

दिनांक: 08/04/2019

गवाचे नाव: विकोळी

दन्तो(यजाचा अनुक्रमांक: करल1-4348-2019

दस्तऐवजाचा प्रकार : करारनामा

मादर करणाऱ्याचे नाव: शायान इटालिया . .

DELIVERED

भोंदणी फी

₹. 30000,00

दस्त हानाळणी फी

₹. 2800.00

पृष्ठांची चंख्या: 140

एकूण:

₹. 32800.00

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मॅाबदला रु. 15449140/-

भरलेले मुद्रांक शुल्क : ५. 927000/-

1) देयकाचा प्रकार: DHC रक्कम: रु.800/-

डीडी/बनादेश/पे ऑर्डर कमांक: 0804201900489 दिनांक: 08/04/2019

वॅकेने नाव व पनाः

2) देयकाचा प्रकार: eChallan रक्षम: रु.30000/-

डीडी/घनादेश/पे ऑर्डर क्रमांक: MH012133577201819M दिनांक: 22/02/2019

वेंकेचे नाव व पना:

3) देयकाचा प्रकार: DHC रक्क्म: रु.2000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक. 0804201900468 दिनांक: 08/04/2019

वॅकेने नाव व पत्ता:

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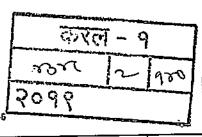
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सह. दुख्यम विविधक-कुर्ला-१ (वर्ग-२)











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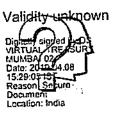
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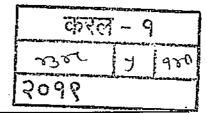
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Department ID: Mobile No: 9820580358
NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
टादर चनाम क्षेत्रक दृथ्यम निराधक कार्योत्स्यात सीवणी करावचाच्या दस्तासाठी ताम् आसे. नीवणी न करावचाच्या दस्तासाठी रावर चाना तानु







#### Receipt of Document Handling Charges

PRN 0804201900489

Receipt Date 08/04/2019

Received from GODREJ PROPERTIES LTD , Mobile number 9820580358, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered on Document No. 4348 dated 08/04/2019 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.

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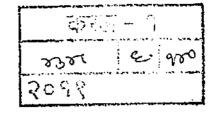
### **Payment Details**

Bank Name	PUNB	Payment Date	08/04/2019
Bank CIN	10004152019040800412	REF No.	168811059
Deface No	0804201900489D	Deface Date	08/04/2019

This is computer generated receipt, hence no signature is required.









Inspector General of Registration & Stamps

### Receipt of Document Handling Charges

PRN 0804201900468 Receipt Date 08/04/2019

Received from GODREJ PROPERTIES LTD , Mobile number 9820580358, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 4348 dated 08/04/2019 at the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.

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#### **Payment Details**

Bank Name	PUNB	Payment Date	08/04/2019
Bank CIN	10004152019040800396	REF No.	168810543
Deface No	0804201900468D	Deface Date	08/04/2019

This is computer generated receipt, hence no signature is required.





Receipt of Document Handling Charges

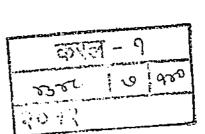
PRN 0804201930489 Date 08/04/2019

Received from GODREJ PROPERTIES LTD , Mobile number 9820580358, an amount of Rs.800/-, towards Document Handling Charges for the Document to be registered(iSARITA) in the Sub-Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.

in the Sub Registrar office Joint S.R. Kurla 1 of the District Mumbai Sub-urban District.

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Department of Stamp & Registration, Maharashtra

Receipt of Document Handling Charges

PRN 0504201900468 Date 06X042019

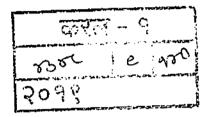
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Bank CIN 10004152019040800396 REF No. 168810543 SUB R 00044/2019

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AGREEMENT FOR SALE

This Agreement made at Mumbai this. 8th day of April in the year 2019

# BETWEEN

GODREJ PROPERTIES LIMITED (PAN No. AAACG3995M), a company incorporated under the Companies Act. 1956 through its authorized signatory Ms. Ekta Dedhia authorized vide Board Resolution dated 4th December 2017 and having its registered office at Godrej One, 5th floor, Pirojshanagar, Eastern Express Highway. Vikhroli (East), Mumbai 400 079 hereinafter referred to as the "Developer" (which expression shall, unless repugnant to the context or meaning thereof, mean and include its successor and successors and their assigns) of the ONE PART;

AND S.

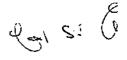
MR. SHAYAN ITALIA (PAN - AADPI9796C), aged 40 years, Indian Inhabitant, residing at 701, 7TH FLOOR, FAIRMONT BUILDING 21ST ROAD, BANDRA WEST MUMBAI 400050 MAHARASHTRA INDIA.

hereinafter referred to as "the Purchaser/s" (which expression shall unless repugnant to the centest or meaning thereof be tleemed to mean and include, in the case of a/an: (i) individual/s his/her or their respective heirs executors administrators and permitted assigns (ii) limited Company or a body-corporate its successors and assigns (iii) partnership firm, the partners for the time constituting the firm and the survivors or survivor of them and the heirs executors and administrators of the last survivor of them and their/his/her permitted assigns. (iv) limited liability partnership, its successors and permitted assigns, (v) Hindu Undivided Family (HUF), the Karta and Manager and the Co-partners from time to time thereof and the survivors or survivor of them and the heirs, legal representatives, executors and administrators of the last survivor of them, its or their successors and permitted assigns (vi) trust, the trustees for the time being and from time to time of the trust and the survivors or survivor of them and its/their successors and permitted assigns) of the OTHER PART. The Developer and the Purchaser/s are hereinafter collectively referred to as "Parties" and individually as "Party".

#### WHEREAS:

THE REPORT OF THE PARTY OF THE

By and under an Indenture of Assignment and Conveyance dated 30th March 2012 Λ. indenture 3 duly registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-3/06638/2012, Godrej and Boyce Manufacturing Company Limited G&B Whave assigned transferred in favour of Godrej Vikhroli Properties LLP (OGVPELP), the configuous non-agricultural freehold/leasehold lands admeasuring approximately 34/20 acres situated at Pirojshanagar, Village Vikhroli, Taluka Kurla, Milimbai Silburban District which comprise of 28.22 acres of leasehold land having perpetual lease and 5.98 acres of freehold land, collectively referred to as "the Land" and is comprised in new C.T.S. no. 51/B and is more particularly described later in this Agreement, for the consideration and on the terms and conditions more particularly mentioned therein. G&B held the Land under and in terms of Indenture dated 30th July 1948 executed by and between Nowroji Pirojsha (as the Vendor therein) and G&B (as the Purchaser therein) duly registered with the Sub-Registrar of Assurances at Bombay under serial no.3050 of Book No.1 ("Indenture 1948"). Important terms and conditions of the Indenture 1948 are reproduced and covered in Annexure A to this Agreement. Further, to rectify certain typographical errors in the Indenture, GVPLLP and G&B have executed a Deed of Rectification dated 10th March 2016 of the Indenture of Assignment and Conveyance dated 30th March 2012,

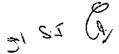


duly registered on 21<sup>st</sup> April, 2016 with Sub-Registrar of Assurances at Kurla -2 under Serial No. KRL-2/3957/2016.

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- B. The Land is presently accessible from the Eastern Express Highway from the permitted intersection at chainage 27700 to the Pirojshanagar Industrial Complex through the 18.3 meters' wide access road as per the sanctioned Development Plan of Bombay Municipal Corporation forming part of CTS No.53 (P) of Village Vikhroli and delineated on the Location Plan (Annexure B) in green colour and marked as "AB-CD" ("Eastern Express Access Road").
- C. Simultaneously with the execution of the Indenture, G&B have also executed a Deed of Right of Way ("Deed of Right of Way"), duly registered with the Sub-Registrar of Assurances at Bombay under serial no. BDR-3/06639/2012, thereby G&B have provided the access to the Developer to use the Eastern Express Access Road up to point X-Y for access to the Land.
  - D. In accordance with the relevant provisions of the Companies Act, 2013, GVPLLP was converted into a public limited company on 25th January 2017 under the name of Godrej Vikhroli Properties India Limited ("GVPIL"). Thereafter, in or about March 2017, GVPIL made an application to the National Company Law Tribunal, Mumbai Bench ("Tribunal") for amalgamation with Godrej Properties Limited ("GPL") under sections 230 to 232 of The Companies Act, 2013. The Tribunal was please to an order for amalgamation of Godrej Vikhroli Properties India Limited vide its Order dated 30th November 2017. In result flexeb, Glorida Properties Limited has become successor in title of Godrej Vikhroli Properties India Limited.
- E. The Developer is seized and possessed of and otherwise well and sufficiently entitled to the Land, which Land is more particularly described in the First Schedule hereunder written and shown delineated by black colour boundary line on the Location Plan which is marked and annexed hereto as Annexure B.
- F. The development of the Land is implemented by and under the name known as "The Trees" (hereinafter referred to as "the Project") consisting of mixed use segments viz. residential, commercial, retail, hospitality and/or such other use or segments as permitted under relevant laws and the development of the Project will be carried out in the phase-wise and segment-wise manner as the Developer may deem fit, in consonance with the Relevant Laws.

"Relevant Laws" shall mean and include any applicable present or future Central, State or local law(s), statute(s), ordinance(s), rule(s), regulation(s), notification(s),



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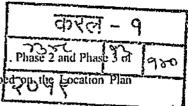
government notifications, circulars, office order, directives, etc. or any government notifications, circulars, office order, directives, etc. or any government notifications, circulars, directives, order, direction, judgement, decree or order of a judicial or a quasi-judicial authority, etc.

- G. In furtherance thereto, a proposed layout plan ("Layout") for the development of the said Land envisages different segments being residential, commercial, hotel, retail, and/or other segments. Presently, the Municipal Corporation of Greater Mumbai ("MCGM") has sanctioned a Layout of the said Land, a copy of which is marked and annexed hereto as Annexure C. The Layout Plan is sanctioned by MCGM on the following conditions:
  - i. Out of the area of the Land, an area approx, admeasuring 35,608.79 square meters is reserved as amenity space, D.P. road and parking ("Reserved Space"), and is required to be handed over to MCGM for any public purpose use as may be determined by MCGM and in future complaint in this regard shall not be entertained by MCGM;
  - ii. the Developer is required to grant to MCGM a permanent right of way to access the said Amenity Space and in future complaint/objection in this regard shall not be entertained by MCGM;
  - iii. the proposed development is deficient in segregating distance and in future scoringlams in this regard shall not be entertained by MCGM:

    iv a development of neighboring land by its owner may result in open space deficiency and no complaint, in future, in this regard shall be entertained by MCGM.
- H. Within the said Project, the development of the residential segment shall consists of three different phases, and the residential segment will be developed on the portion of the said Land admensuring approx. 33,427 square meters including recreation space area of 5293.28 square meters ("Residential Land/Segment") and is shown delineated by blue colour boundary line on the Location Plan annexed and marked hereto as Annexure B. The recreation space area shall be common for the entire Residential Land/Segment. The first phase of the Residential Segment shall consists of 10 (ten) nos. of building(s)/wing(s) bearing nos. A. B. C. D. E. F. G. H. I. and J comprising of shared two level of basements, ground and 7 to 18 upper floors ("Phase 1"). Second Phase of the Residential Segment shall consists of 5 (five) nos. of building(s)/wing(s) bearing nos. K. L. M. N. and O comprising of shared two level of basements, ground and 12 to 18 upper floors ("Phase 2"). Third Phase of the Residential Segment shall consists of 5 (five) nos. of building(s)/wing(s) bearing nos. P. Q. R. S and T comprising of shared two level of basements, ground and 10 to 17



upper floors ("Phase 3"). The 3 (three) phases viz. Phase 2 the Residential Land are notionally divided and described on the annexed and marked hereto as Annexure B.



The Developer has appointed M/s. Spaceage Consultants, as their Architects
registered with the Council of Architects and entered into a standard Agreement with
them and such Agreement is as per the Agreement prescribed by the Council of
Architects;

- J. The Developer has appointed M/s. Sterling Engineering Consultants Pvt. Ltd., as structural Engineer for the preparation of the structural design and drawings of the buildings and the Developer accepts the professional supervision of the Architect and the Structural Engineer till the completion of the building(s).
- K. The Developer through its Architect submitted the building plans in respect of the said Phase 3 for sanction thereof and MCGM has sanctioned the same. MCGM has issued Intimation of Disapproval (IOD) bearing ref. No. CHE/ES/1721/S/337(NEW) (Old No. CE/1395/BPES/AS dated 19/11/2015) and sanction to the amended IOD received on 1<sup>st</sup>April 2017. The Developer has also obtained Commencement Certificate for the said Phase bearing ref. no. CHE/ES/1721/S/337(NEW) issued on 15/05/2017 by MCGM permitting the construction/development of the building(s) which is annexed hereto and marked as Annexure D.
- L. The Developer has got some of the approvals from the concerned local authority(s):
  to the plans, the specifications, elevations, sections and of the said building said spalls
  obtain the balance approvals from various authorities from time to time sincluding building to Occupancy Certificate of the said building(s)/wing(s).
- M. The Developer has commenced construction of the building(s)/wing(s) of the Phase 3 under the name and style known as "Godrej Origins" in accordance with the approved and sanctioned plans ("said Phase").
- N. The Developer have sole and exclusive right to sell the flat(s) in the said Phase to be constructed by the Developer and to enter into Agreement(s) with the purchasers of the flat(s) and receive the sale consideration in respect thereof:
- O. While sanctioning the plans, the concerned local authority and/or Government has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Developer while developing the Land and the



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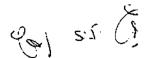
Sol 98 980 building(s) thereon and upon due observance

building(s) thereon and apon due observance and performance the completion or occupancy certificate in respect of the said building(s)/wing(s) shall be granted by the concerned local authority.

- P. The copy of Certificate of Title issued by M/s. Cyril Amarchand Mangaldas. Advocates & Solicitors, copy of property register card/records in respect of Land on which the flat(s)/building(s)/wing(s)/phase(s) are constructed or are proposed to be constructed have been annexed hereto and marked as Annexure E and F respectively.
  - Q. On demand from the Purchaser, the Developer have given inspection to the Purchaser of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Developer's Architects and of such other documents as are specified under the Real Estate (Regulation and Development) Act 2016 ("Act") read with Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates Of Interest And Disclosures On Website) Rules, 2017 ("Rules"), and regulations made thereunder;
- R. The Purchaser has/have applied to the Developer for allotment of (i) a Flat No. 1101 on 11th floor in building(s)/wing no(s). R ("Flat") constructed in the said Phase and (ii) 01 nos. of covered car parking space(s) viz. One independent and Nil dependent ("Car.park(s)) in the Phase.

For the purposes of this transaction, the total flat area agreed to be purchased by the Purchaser admeasures in total 44.78 square meters, out of which the Carpet Area of the Flat is 42.18 square meters and Exclusive Areas of the said Flat is 2.6 square meters ("Total Flat Area"). For easy reference (i) "Carpet Area" means the net usable floor area of the Flat, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser, but includes the area covered by the internal partition walls of the Flat and (ii) "Exclusive Areas" means exclusive balcony appurtenant to the said Flat for exclusive use of the Purchaser or verandah area and exclusive open terrace area appurtenant to the said Flat for exclusive use of the Purchaser.

The copy of the plan of the Flat agreed to be purchased by the Purchaser, as sanctioned and approved by MCGM have been annexed and marked as Annexure G.
The specification to be provided in the Flat is hereto annexed and marked as



Annexure H. The common areas appurtenant to the said Flat is marked as Annexure I;

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- U. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and the Relevant laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
  - V. Prior to the execution of this Agreement, the Purchaser has/have paid to the Developer the sum of Rs. 17.34.950/- (Rupees Seventeen Lakhs Thirty Four Thousand Nine Hundred and Fifty Only) being part payment of the total Consideration of Rs. 15.449.140/- (Rupees One Crore Fifty Four Lakhs Forty Nine Thousand One Hundred Forty Only) ("Total Consideration") towards purchase of the said Flat/Premises agreed to be sold by the Developer, as an advance payment (the payment and receipt whereof the Developer do hereby admit and acknowledge) and the Purchaser has agreed to pay the balance of the Total Consideration to the Developer in the manner more particularly set out hereinafter.
  - W. Under section 13 of the Act read with its Rules, the Parties are required to execute a written Agreement for Sale of said Flat with the Purchaser, being in fact this Agreement and also to register the said Agreement.
  - X. The Developer has registered the Phase under the Act and its Rules with the Maharashtra Real Estate Regulatory Authority at Mumbai under Certificate No P51800000158; a copy is hereto annexed and marked as Annexure J.
  - Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the Flat and the garage/covered parking (as applicable).
  - Z. In the foregoing recitals and Agreement hereafter, the term Purchaser shall include Purchaser of the residential flat hereby agreed to be sold and shall include firm and corporation or any other legal entity and shall also include the plural and the feminine gender of the term Purchaser.

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

1. Construction

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The Developer shall construct the said Phase consisting of 5 (five) numbers of buildings/wings-bearing ngs. P. Q. R. S and T consisting of two level of basements, ground plus 10 to 17 upper floors in accordance with the plans, designs and specifications as approved by MCGM from time to time. Provided that the Developer shall obtain prior consent in writing of the Purchaser in respect of any major alteration or addition or variations or modifications which may adversely affect the Flat of the Purchaser except any alteration or addition as may be required by any Government authorities or due to change in law. Provided further that in case of any major alteration or variation or modification in the layout of the said Phase, the Developer shall obtain prior consent in writing of the Purchaser in respect of such alteration or addition or variation or modification except any alteration or addition as may be required by any Government authorities or due to change in law.

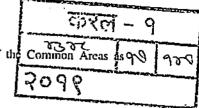
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- 1.2 It is hereby clarified that in case of any minor additions required due to architectural and structural reason duly recommended and verified by Architect or Engineer, the Developer shall intimate the Purchaser in writing and the Purchaser hereby give their consent for such minor change or addition.
- The Developer has further informed the Purchaser and the Purchaser hereby confirms and acknowledges that the Land is being developed by the Developer in a segment-wise / phase-wise manner to be determined by the Developer in its absolute discretion from time to time. The Purchaser further acknowledges and confirms that the Developer may at any time, vary/modify the Layout plan of the Land except the said Phase/Residential Segment, subject however to the grant of sanction by the concerned authorities, or may undertake any of the aforesaid if required by the concerned authorities.
  - The Developer has informed to the Purchaser and the Purchaser acknowledges that a Penthouse would be built above the 15th Floor of the wing nos. S and T which will be spread over two upper floors (16th & 17th Floor) of the said wing nos. S and T with exclusive facilities, areas and amenities being swimming pool, private lift(s) (with entry access from wing S/T), private lobby(ies) at the ground floor (with entry access from wing S/T) and private lobbies, lifts at the 16th Floor and 17th Floor of the wing nos. S and T, which shall be in sole, private and exclusive use by the Flat Purchaser of the Penthouse in exclusion to the other purchaser of the wings/buildings. The Purchaser agrees and undertake not to dispute or claim/demand in respect of any exclusive amenities/facilities enjoyed by some of the flat purchaser which are not common areas or in common use by the other purchaser of the wings/buildings. The Purchaser agree and acknowledge that all the aforesaid facilities, areas and amenities

are exclusive in nature and same shall not form part of the mentioned in the Annexure I.



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2. Description of Flat, Car Parks, Common Areas, Facilities and Total Consideration

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2.1 At the request of the Purchaser, the Developer has agreed to sell to the Purchaser and the Purchaser has/have agreed to purchase from the Developer the said Premises being:-

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(a) a residential Flat bearing no. 1101, on the 11th floor of the building/wing "R" ("Flat") of the said Phase, which is more particularly described in the Second Schedule hereunder written and shown in blue hash on the plan marked and annexed hereto as Annexure G; and

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> (b) One nos. of covered car parking space(s) (One independent and Nil dependent) in the said Phase. ("Car Park(s)"), constructed or being constructed in the wing/Phase, along with the right to use the Common Areas.

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2.2 The specification to be provided in the Flat is hereto annexed and marked as Annexure H. The Purchaser is satisfied about the specifications as mentioned in Annexure H agreed to be provided by the Developer and undertakes not to raise any objection in respect thereof. The Common Areas appurtenant to the said Flat is hereto

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annexed and marked as Annexure I.

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> 2.3 The total flat area agreed to be purchased by the Purchaser admeasures in total 44-

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square meters, out of which the Carpet Area of the Flat is 42.18 square meters Exclusive Areas of the said Flat is 2.6 square meters ("Total Flat Area"

Area and Exclusive Areas shall have the meaning ascribed to it in Rec

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2.4 In consideration of the aforesaid, the Purchaser hereby agrees to pay to the Develope a total lump sum sale consideration of Rs. 15,449,140/- (Rupees One Cro Four Lakhs Forty Nine Thousand One Hundred Forty Only) ("Total Consideration") towards the purchase of the Flat/Premises comprising of the following:-

Il be with with

(i) Rs. 12.993.230/- towards the Carpet Area of the Flat;

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(ii) Rs. 800,910/- towards the Exclusive Area of the Flat;

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(iii) Rs. NIL/- towards Car Park(s);

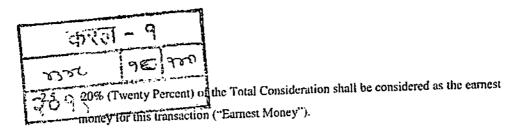
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(iv) Rs. 241.000/- towards common areas charges being infrastructure development charges and

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(v) Rs. 1,414,000/- towards facilities including floor rise, PLC, club membership charges, Value Added Service.

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2.6 Along with the aforementioned Total Consideration, the Purchaser agrees and undertakes to pay to the Developer, amounts as specified in Clause 7 of this Agreement.

# 3. VARIATION IN AREA

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The Developer shall confirm the Carpet Area that has been allotted to the Purchaser after the construction of the building(s)/wing(s) is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. In the event of any variation in the Carpet Area then the only recourse available will be a pro-rata adjustment in the installment(s) of the Total Consideration payable/paid or refund, as the case may be. All the monetary adjustments shall be made at the same rate per square meter as agreed in Clause 2 of this Agreement.

# 4. Payment Schedule and Manner of Payment

4.1 The Purchaser hereby agrees to pay to the Developer the Total Consideration of Rs.

15.449.140/- (Rupees One Crore Fifty Four Lakhs Forty Nine Thousand One Hundred Forty Only) in the following manner:-

	Sr:No.	Description	%	Amount
(5)		On or before execution of this Agreement (the payment and receipt whereof the Developer hereby admits and acknowledges)	10%	1,544,914/-
A. S. E. E.	2	On Completion of plinth or 30 days from registration whichever is later	10%	1,544,914/-
	.3	On Completion of 3rd Floor Slab or 60 days from registration whichever is later	10%	1,544,914/-
100	4	On Completion of the lifts, water pumps, electrical fittings, electro, mechanical, entrance lobby/s, plinth protection, doors & windows, sanitory fittings and paving of area appertain of the building/wing in which said apartment is located	65%	10,041,941/-
	5	On Possession or receipt of OC whichever is later + Other Chargestas specified in clause 7)	5%	772.457/-
	<del> </del>	TOTAL	<u> </u>	15,449,140/-

4.2 The Purchaser shall pay the respective payment installments as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of the Developer sending notice of the completion of each milestone. Intimation forwarded by Developer to the Purchaser that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Purchaser and the Purchaser agrees

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to make payment accordingly. The Purchaser hereby understands and agrees save and except for the intimation from the Developer as provided under this Clause. it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Purchaser as per the payment schedule mentioned hereinabove and the Purchaser shall make all payments to the Developer on or before the respective due dates, time being the essence of this Agreement.

- All payments to be made by the Purchaser under this Agreement shall be by 4.3 cheque/demand draft/pay order/wire transfer/any other instrument drawn in favour of "GODREJ ORIGINS COLLECTION ACCOUNT".
- 4.4 For the purpose of remitting funds from abroad by the Purchaser, the following are the particulars of the beneficiary:-
  - Beneficiary's Name: "GODREJ ORIGINS COLLECTION ACCOUNT".
  - Beneficiary's Account No.: 57500000012102
  - Bank Name: HDFC Bank
  - Branch Name: Fort. Branch
  - Bank Address: Manekji Wadia Bldg Ground Floor Nanik Motwani Marg Fort Mumbai 400001.
  - Swift Code: HDFCINBB
  - IFSC Code: HDFC0000060
- In case of any financing arrangement entered by the Purchaser 4.5 bank/financial institution with respect to the purchase of the Flat, file Purchaser undertakes to direct such bank/financial institution to and shall ensure that such financial institution disburse/pay all such installments of Total Consideration amounts due and payable to the Developer through an account payee cheque/demand draft drawn in favour of "GODREJ ORIGINS COLLECTION ACCOUNT".
- 4.6 If any of the payment cheques/banker's cheque or any other payment instructions of/by the Purchaser is not honored for any reason whatsoever, then the same shall be treated as default under clause 19 below and the Developer may at its option be entitled to exercise the recourse available hereunder. Further, the Developer may, at its sole discretion, without prejudice to its other rights, charge a payment dishonor charge of Rs.5,000/- (Rupees Five Thousand only) for dishonor of a particular payment instruction for first instance and for second instance the same would be Rs.10,000/- (Rupces Ten Thousand only) in addition to the interest for delayed payment. Thereafter no cheque will be accepted and all further payments shall be accepted through bank demand draft(s) only.

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The Total Consideration is escalation-free, save and except escalations/increases/
Oimpositions levied by any statutory authority(ies), local bodies/ government, competent/planning authorities ("Authorities") from time to time or any statutory charges/payments including but not limited to development charges, external development charges, infrastructure development charges, premiums and/or all other charges, payments, surcharges, cesses, taxes, levies, duties, etc. payable to the Authorities.

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4.8 Upon execution hereof and at the express request of the Purchaser, the Developer may at its sole discretion offer a rebate for early payments of the agreed milestones. It is understood between the Parties that offer for rebate is subject to the Purchaser complying with all its obligations under this Agreement including timely payment of its regular milestone. Save as foregoing, the quantum of rebate once offered by the Developer will not be subject to any change/withdrawal. It is understood and acknowledged by the Purchaser that the Developer shall have the right to accept or reject such offer for early payments as the Developer may deem fit and proper. The early payments received from the Purchaser under this Clause shall be adjusted against the future milestone payment due and payable by the Purchaser.

Taxes

5.1 The Total Consideration above excludes taxes. Taxes may include Goods and Services Tax (GST), land under construction tax, property tax, or other taxes, duties, cesses, levics, charges which are leviable or become leviable under the provisions of the applicable/relevant law or any amendments thereto pertaining or relating to the sale of Flat ("Taxes"). Payment of Taxes shall be paid by the Purchaser within 15 (fifteen) days on demand made by the Developer, and the Purchaser shall indemnify and keep indemnified the Developer from and against the same.

- 5.2 The Purchaser is aware and acknowledges that all due benefit of additional Input Tax Credit arising to the Developer due to implementation of GST has been passed on in form of reduction in the Total Sale Consideration in respect of the said Flat. For the purpose of this Agreement:-
  - "GST" shall mean and include any tax imposed on the supply of goods or services or both under GST Law.
  - "GST Law" shall mean and include the Integrated Goods & Service Tax Act, GST
     (Compensation to the States for Loss of Revenue) Act, Central Goods & Services



Tax Act and State Goods & Services Tax Act / UTGST, and all related ancillar legislations, rules, notifications, circulars, statutory orders etc.

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• "Cess" shall mean and include any applicable cess, existing of function the supply of goods or services or both under GST Law.

6 Tax Deducted at Source

The Purchaser is aware that the Purchaser has to make the applicable Tax Deduction at Source (TDS) at the time of making the actual payment(s) or credit of such sums to the account of the Developer, whichever is earlier as per section 194IA in the Income Tax Act, 1961. Further, the Purchaser shall submit the original TDS certificate within the prescribed timelines as mentioned in the Income Tax Act, 1961.

7 Payment of Estimated Other Charges

7.1 The Purchaser shall on or before delivery of possession of the said Flat deposit and keep deposited with the Developer, the following amounts:-

Sr. No.	Particulars	Rupees
(i)	Estimated amount towards outgoings of society/limited company/federation/apex body for 24 (twenty four) months in advance.	i
(ii)	Estimate amounts towards ad-hoc corpus fund to be deposited with the Developer.	Rs.57,840/-
-	Total:	Rs. 266,0646

(b) The Purchaser agrees and undertakes to pay on demand by the Diffellowing amounts:-

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Sr. No.	Particulars	Rupees	The Contraction
(i)	Estimated amount for share money, application/entrance fee for the society or limited company / federation /apex body.		Rs.600/-
(ii)	Estimated amount for formation and registration of the society or limited company / federation / apex body.		Rs.25,000/-
(iii)	Estimate amount for deposit towards water connection charges.		Rs.25,000/-
(iv)	Estimate amount for deposit towards electric connection charges.		Rs.25,000/-
(v)	Estimate amounts for deposit towards gas connection charges.	-	Rs.20,000/-

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	(ix)	respect of the society or limited company/ federation/Apex Body.  Prepaid Furnishing Card	600,000/-
į		Total:	Rs.695,600/-

7.2 Legal charges for formation of society/limited company / federation / apex body. The Purchaser shall on demand pay to the Developer at actual the amount towards meeting all legal cost, charges and expenses, including professional costs of Advocates/Solicitors of the Developer in connection with formation of the society/limited company/ federation /apex body and for preparing its rules, regulations, byelaws, etc. and the cost of preparing and engrossing the conveyance. Provided always such demand shall be made by the Developer after utilization of amount paid by the Purchaser under clause 7.1(b) (ii) stated hereinabove.

## 8 Developerato appropriate dues

The Purchaser under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

#### 9 Time is of essence

- 9.1 Time is essence for the Developer as well as the Purchaser. The Developer shall abide by the time schedule for completing the Phase/building/wing and handing over the Flat to the Purchaser and the common areas and facilities (as applicable) to the association/federation/apex body after receiving the occupancy certificate or the completion certificate or both, as the case may be.
- 9.2 Similarly, the Purchaser shall make timely payment of the instalment(s) and other dues payable by him/her and meeting the other obligations under the Agreement subject to the completion of construction by the Developer as provided in this Agreement.
- 10 Interest

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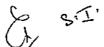
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10.1	All outstanding amounts payable by any Party under this Agreement to other Party
	All outstanding amounts payable by any Party under this Agreement to other Party shall carry applicable interest at the rate of (i) 2% (two percent) above the then 3 480
	existing SBI MCLR (State Bank of India - Marginal Cost of Londing) Rule) per
	annum or (ii) such other rate of interest higher/ lower than 2% as may be prescribed
	under the Act/ Rules ("Interest") from the date they fall due till the date of
	receipt/realization of payment by the other Party.

- 10.2 Any overdue payment so received will be first adjusted against Interest then towards statutory dues and subsequently towards outstanding principal amount.
- 10.3 Without prejudice to the other rights of the Developer hereunder, the Developer, in respect of any amounts remaining unpaid/outstanding by the Purchaser under this Agreement, shall have the first charge/lien on the Flat/Premises and the Car Park(s) and the Purchaser shall not be entitled to transfer his rights or interest or entitlement under this Agreement, in any manner whatsoever, without making full payment of all the outstanding amount payable under this Agreement to the Developer. It is hereby clarified for the purposes of this Agreement payment shall mean the date of credit of the amount in the account of the Developer.

#### 11 Floor Space Index (FSI)

- 11.1 The Purchaser has been informed and is aware that the buildable area has been sanctioned for the entire Land as a single layout on the basis of the available Fice Space Index ("FSI") and accordingly the Developer intends to develop the Land in multiple segments/phases.
- 11.2 The Developer declares that FSI approved and sanctioned in respect of the Residential Land/segment is approx. 81,550 square meters and the Developer has planned to utilize FSI of approx. 23,696 square meters on the said Phase by utilizing the FSI of the said Residential Land or by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations or based on the expectation of increased FSI which may become available in future.
- 11.3 Further, the Purchaser has been informed and acknowledge that the FSI proposed to be consumed in the construction of the building(s) or wings(s) of the said Phase may not be proportionate to the area of the physical land on which it is being constructed and/or in proportion to the total area of the Land taking into account the FSI to be utilized for all buildings to be constructed thereon. The Developer in its sole discretion, may allocate such buildable FSI for each of the buildings being

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constructed on the Land/individual segment/phase as it thinks fit and the purchasers of the premises in such buildings (including the Purchaser herein) have understood the manner of consumption of the FSI as set out hereinabove and agree not to raise any claim or dispute thereof.

- 11.4 The Purchaser acknowledges that the Developer shall be entitled to utilize and deal with the entire development potential of the Land including the existing and future FSI and /or transferable development rights ("TDR") and/or Development Right Certificate ("DRC") heretofore sanctioned or as may hereafter be sanctioned and shall be entitled to use any or all such FSI (including premium FSI, compensatory FSI, fungible FSI etc.) and/or TDR and/or DRC for construction of buildings and development of facilities and/or amenities on any part of the Land or elsewhere as may be permitted and in such manner deemed fit by the Developer.
- 11.5 The Purchaser further acknowledges that, the Developer shall be entitled, at its sole discretion (i) to freely deal with other segments/phases comprised in the said Land (along with the loading of FSI/TDR or otherwise) including by way of sale/transfer to any entity as the Developer may deem fit (ii) to sell/transfer its stake in the other phases to any person as it deem fit, in accordance to the then existing laws. The Purchaser has entered into this Agreement knowing fully well the scheme of development proposed to be carried out by the Developer on the Land.

d/residual FSI (including future accretions / enhancement due to change (e) in respect of the Land on which the entire Project is developed Developering the manner set out hereinabove, shall always be available to and shall always be for the benefit of the Developer and the Developer shall have the right to deal/use file ESI/TDR as it may deem fit, without any objection/interference from the Purchaser/association/federation/apex body /apex bodies. In the event of any additional 551 in respect of the Project Land or any part thereof being increased as a result of the any favorable relaxation of the relevant building regulations or increase in incentive FSI or otherwise, at any time hereafter, the Developer alone shall be entitled to the ownership and benefit of all such additional FSI for the purpose of the development and/or additions to the built up area on the Land as may be permissible. Neither the Purchaser nor any of the other purchasers of premises in the buildings being constructed on the Land (including the buildings/wings in the said Phase) nor the association/federation/ apex body/apex bodies to be formed of purchasers of premises in such buildings (including the buildings/wings of the said Phase) shall be entitled to claim any FSI and/or TDR howsoever available on the Land. All FSI and/or TDR at any time available in respect of the Land in accordance with the Layout or any part thereof shall always belong absolutely to the Developer, till the time the

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development of the entire Layout of the said Land as contemplated by the De is completed by the Developer and building(s) / Land is conveyed Q the association/ federation /apex body / apex bodies in the manner set out flerein below:

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11.8 The Purchaser or the association/federation/apex body/apex bodies of the purchasers shall not alter/demolish/construct or redevelop the Phase or the Project Land or any part thereof until and unless the building(s)/Phase is in a dilapidated condition or unsuitable for habitation or pursuant to any requirement of any law or use any unutilized or increased FSI available on the Land. It is also agreed by the Purchaser that even after the formation of the association/federation/apex body/apex bodies, the Developer, if permitted by the MCGM and other authorities and as permissible under law, shall be entitled to utilize further development potential (including fungible FSI), by putting up further construction on the Land and shall thereby continue to retain full right and authority to develop the Land and to utilize the entire FSI and / or any incremental development potential that may be available from time to time. Further, such potential or additional construction shall at all times be the sole property of the Developer who shall be at the liberty to use, dispose off, sell or transfer the same in such manner as the Developer may deem fit.

#### 12 Adherence to Sanctioned Plans

The Developer hereby agrees to observe, perform and comply conditions, stipulations and restrictions, if any, which may have been ampe concerned local authority at the time of sanctioning of the said plans of therea. shall obtain from the concerned local authority occupancy certifical pinkrespec Flat, before offering possession of the Flat to the Purchaser.

#### 13 Possession

13.1 After obtaining the Occupation Certificate, the Developer shall offer possession of the Flat to the Purchaser and also deliver the common areas on or before 30th day of June, 2022 ("Delivery Date"), subject to the Purchaser being in compliance of all its obligations under this Agreement including timely payments of all amounts payable under terms of this Agreement. Provided however, the Delivery Date shall stand extended on account of (i) any force majeure events; and/or (ii) reasons beyond the control of the Developer and/or its agents; and/or (iii) due to non-compliance or default on the part of the Purchaser ("Extension Event"). For the purpose of this Agreement, "Force Majeure events" shall include (a) war, civil commotion or act of God; (b) any notice, order, rule, notification of the Government and/or other public competent authority / Court.

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any reasons other than those set out in the foregoing paragraph and subject to creasonable extension of time, then on demand in writing by the Purchaser, the Developer shall refund the amounts received from the Purchaser along with applicable Interest from the date of payment of such amount till refund thereof.

- 14 Manner of Taking Possession
- 14.1 The Purchaser shall take possession of the Flat within 15 (fifteen) days from the date of offer of possession of the Flat by the Developer, by executing necessary documents, indemnities, declarations and such other documentation as required by the Developer and the Developer shall give possession of the Flat to the Purchaser. Upon receiving possession of the Flat or expiry of the aforesaid 15(fifteen) days from the date of possession offered by the Developer ("Possession Date"), the Purchaser shall be deemed to have accepted the Flat, in consonance with this Agreement and thereafter the Purchaser shall not have any dispute or claim against the Developer in regards to any item of work alleged not to have been carried out or completed as per terms of this Agreement. The Purchaser expressly acknowledges, that from Possession Date, the risk and ownership to the Flat shall pass and be deemed to have passed to the Purchaser.
- The Purchaser hereby agree that in case the Purchaser fails to respond and/or neglects to take possession of the Flat within the time stipulated by the Developer, then the Purchaser shall also be liable to pay to the Developer holding charges calculated at the rate of Rs 110/- (Rupees One Hundred Ten only) per month per square meter of the Total Area of the Flat ("Holding Charges") along with its applicable maintenance charges/outgoings towards upkeep and maintenance of the common areas and facilities and common facilities (if any) for the period of such delay and any other charges or amounts payable/liable by the Purchaser. During the period of aforesaid delay, the Flat shall remain locked at the sole risk, cost and responsibility of the Purchaser causing any deterioration in its physical condition.
- 14.3 It is hereby agreed by the Parties that upon receipt of occupation certificate for the said Flat, the Purchaser shall not be entitled to terminate this Agreement. Further, in case the Purchaser fails to respond and/or neglects to take possession of the Flat within the aforementioned time as stipulated by the Developer then the Developer shall also be entitled along with other rights under this Agreement to forfeit/claim the entire Total Consideration towards the Flat along with interest on default in payment of instalments (if any), applicable taxes and any other charges/amounts. The Purchaser further agrees and acknowledges that the Developer's obligation of delivering possession of the Flat shall come to an end on the expiry of the time as

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stipulated by the Developer and that subsequent to the same, the Developer shall n be responsible and/or liable for any obligation towards the Europhise for it possession of the Flat.

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#### 15 Outgoings

15.1 From the Possession Date, the Purchaser shall be liable to bear and pay the proportionate share of outgoings in respect of the Land/Segment/Phase/building/Flat namely local taxes, betterment charges or such other levies by the concerned local authority and/or water charges, insurance, common lights, repairs and salaries of clerks bill collectors, security agency, sweepers and all other expenses necessary and incidental to the management and maintenance of the Phase/Land and building/s thereon.

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Until the conveyance of the structure of the building(s)/wing(s) of the Phase to the society or company or any other common organisation formed jointly by the purchasers of the buildings/wings ("Association") is executed, the Purchaser shall pay to the Developer or Association or management consultant, as the case may be, such proportionate share of outgoings as may be determined by the Association. The Purchaser further agrees that till the Purchaser's share is determined, the Purchaser shall pay to the Developer provisional monthly contribution as determined by the Developer or the Association, from time to time. The outgoings so paid by the Purchaser shall not carry any interest and any unutilized amounts shall remain with the Developer until the conveyance in favour of Association. On such conveyance being executed, the unutilized outgoing amount shall be forwarded to the conveyance organization.

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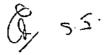
15.3 The Developer may maintain a separate account in respect of sums received from the Purchaser as advance or deposit, on account of the share capital for the promotion of the co-operative society or company or federation or apex body/ies towards the outgoings, legal charges and other requisite deposit and shall utilize the amounts only for the purposes for which they have been received.

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#### 16 Defect Liability Period

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16.1 If the Purchaser brings to the notice of the Developer any structural defect in the Flat/Building within the time period as stipulated under the Relevant Laws then, it shall wherever possible be rectified by the Developer without further charge to the Purchaser. However, the Parties agree and confirm that the decision of the Developer's architect shall be final in deciding whether there is any actual structural



खेट्टिर-र्क चीर Flat/Building or defective material being used or regarding workmanship, quality or provision of service.

From Possession Date, any damage due to wear and tear of whatsoever nature is caused to the Flat/Building thereto (save and except the defects as mentioned in Clause 16.1), the Developer shall not be responsible for the cost of re-instating and/or repairing such damage caused by the Purchaser or otherwise and the Purchaser alone shall be liable to rectify and reinstate the same at his own costs.

### 17 Foreign Exchange Management Act

The Purchaser clearly and unequivocally confirms that in case remittances related to the Total Consideration and all other amounts as payable under this Agreement are made by non-resident/s/foreign national/s of Indian origin, it shall be the sole responsibility of such Purchaser to comply with the provisions of the Foreign Exchange Management Act, 1999 ("FEMA") or statutory enactments or amendments thereof and the rules and regulations thereunder and/or any other applicable/relevant laws including that of remittance of payments, acquisition/sale or transfer of immovable property/ies in India and provide to the Developer with such permission/approvals/no objections or other documents to enable the Developer to fulfill its obligations under this Agreement. Any implications arising out of any default by the Purchaser shall be on the sole account of the Purchaser. The Developer accepts no responsibility in this regard and the Purchaser shall keep the Developer fully indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a 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 in writing to the Developer immediately and comply with all the necessary formalities, if any, under the applicable/relevant laws.

#### 18 Anti-Money Laundering

18.1 The Purchaser hereby declares, agrees and confirms that the amounts paid/payable by the Purchaser under this Agreement towards the said Flat/Premises is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act. 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Anti Money Laundering"). The Purchaser further declare and authorize the Developer to give personal information of the Purchaser to any statutory authority as may be required from time to time. The Purchaser further affirms that the information/details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his knowledge. The Purchaser further

agrees and confirms that in case the Developer becomes aware and/or in case the

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Developer is notified by the statutory authorities of any instance of violation of

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Money Laundering Regulations, then the Developer shall at its sole discretion be entitled to cancel/terminate this Agreement for Sale. Upon such termination the Purchaser shall not have any right, title or interest in the said Flat neither have any claim/demand against the Developer, which the Purchaser hereby unequivocally agrees and confirms. In the event of such cancellation/termination, the amounts paid by the Purchaser shall be refunded by the Developer to the Purchaser in accordance with the terms of this Agreement for Sale only after the Purchaser furnishing to the Developer a no-objection/consent letter from the statutory authorities permitting such refund of the amounts to the Purchaser.

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#### 19 Default By Purchaser

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19.1 In the event if the Purchaser fails or neglects to (i) make the payment of the Total Consideration and all other amounts due including but not limited to estimated other charges due on its due dates and/or (ii) comply with the obligations, terms and conditions of this Agreement, then the Developer shall be entitled, without prejudice to other rights and remedies available to the Developer including Interest for delayed payment; after giving 15 (fifteen) days prior notice to the Purchasers cancel/terminate this transaction.

19.2

If the Purchaser fails to rectify the default within the aforesaid period their th Developer shall, at its sole option, terminate this Agreement and forfeit (a) the Earnest Money from the amounts paid; (b) Interest on delayed payment; (c) brokerage paid to real estate agent/channel partner/broker, if any; (d) administrative charges as per Developer's policy: (e) any taxes paid by the Developer to the authorities; (f) amount of stamp duty and registration charges to be paid/paid on deed of cancellation of this Agreement; (g) any other taxes payable and (h) any subvention cost (if the Purchaser has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank, (collectively referred to as the "Non-Refundable Amount"). Balance amount, if any, after deduction of the Non Refundable Amount, without any liabilities towards costs/damages/interest etc. shall be refunded without any interest whatsoever simultaneously upon the Purchaser executing and registering cancellation or such other document ("Deed") within 15 (fifteen) days of termination notice by the Developer, failing which the Developer shall be entitled to proceed to execute /register the Deed with the appropriate Sub-Registrar, including as an authorized constituted attorney of the Purchaser and the Purchaser hereby acknowledges and confirms. The Parties further confirm that any delay or default in

able by ivolved esigned ntion of nes or time to are and tatutory that the ias been further



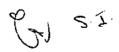
Developer's right to forfeit the Non Refundable Amount and refund the balance to the Purchaser and the Developer's right to sell/transfer the Flat/Premises to any third party. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation/termination. Upon such cancellation, the Purchaser shall not have any right, title and/or interest in the Flat and/or Car parks and/or the Project and/or the Land. The Purchaser acknowledges and confirms that the provisions of this clause shall survive termination of this Agreement.

19.3 Termination by Purchaser prior to receipt of Occupation Certificate:- In the event, the Purchaser intends to terminate this Agreement, then the Purchaser shall give a prior written notice ("Notice") of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement. The Purchaser shall also return all documents (in original) with regards to this transaction to the Developer along with the Notice. Upon receipt of Notice for termination of this Agreement by the Developer, this clause shall be dealt with in accordance with clause 19.2 above.

#### 20 Association Structure

- 20.1 The Developer shall at its discretion as prescribed under Relevant Laws:
  - (i) form association of the purchasers in the wing(s)/ building(s) (being either a cooperative society/condominium/limited company or combination of them)

    ("Association"), as it may deem fit and proper in respect of each of the
    wing(s)/building(s) or some or all the wings/buildings in the phases together
    comprised in the Project known by such name as the Developer may decide,
    which shall be responsible for maintenance and management of the
    wings/buildings, within such period as may be prescribed under the relevant law.
  - (ii) form an apex organization (being either a co-operative society/ condominium/limited company or combination of them) ("Apex Body") for the entire development or separate apex association / apex body / apex bodies (being either a co-operative society/condominium/limited company or combination of them) ("Apex Bodies") for each of residential and commercial zones, as the Developer may deem fit, for the purposes of effective maintenance and management of the entire Project/Land including for common areas and amenities of the Project at such time and in such a manner as the Developer may deem fit to be known by such name as the Developer may decide, within such period as may be prescribed under the relevant law.



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(iii) with a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, at its discretion but not as an epiteanon, be involved / undertake / conduct either by itself or through Facility Management Company, the maintenance and management of the Project, without any reference to the Purchaser and other occupants of the Project, even after formation of the association/apex body/apex bodies on such terms and conditions as the Developer may deem fit and the Purchaser hereby gives their unequivocal

consent for the same. For this purposes the Developer may, in its discretion provide suitable provisions in the constitutional documents of the

association/apex body/apex bodies.

(iv) Make provisions for payment of outgoings to the association & the apex body/apex bodies for the purposes of maintenance of Building in which the Flat is located and the entire Project.

Except for the covered Car Parking Space allotted by the Developer in accordance to 20.2 this Agreement, the Purchaser agrees and confirms that all open parking spaces will be dealt with in accordance with the applicable laws. The Purchaser hereby declares and confirms that except for the Covered Car Parking Space allotted by the Developer, the Purchaser shall not be entitled to use any other car parking space of open car parking space within the Project. The Purchaser agrees and acknowledges that the covered car parking space in the Project cannot be transferred I leased isold or dealt otherwise independently of the Flat. The Purchaser further agree and undertake that the Purchaser shall have no concerns towards the identification and permission/allotment/allocation of parking space done by Developer /Society/ Apex Body, at any time and shall not challenge the same anytime in future. The Purchaser agrees and acknowledges that Developer/the association/apex body shall deal with the parking space in the manner association / apex body deems fit, subject to the terms of bye-laws and constitutional documents of the association / apex body / the applicable laws. It is agreed and understood by the Purchaser that the calculation of the Total Consideration is derived by the Developer taking into consideration the aforesaid.

20.3 The Purchaser agrees and undertakes, to sign and execute all applications and other papers and documents, including but not limited to the bye-laws/memorandum and articles of association / apex body / apex bodies drafted/adopted by the Developer for the association, necessary for the formation and registration of the association / apex body/apex bodies within 10 (ten) days from intimation by the Developer. The Purchaser agrees not to object to any changes/amendments made by the Developer in

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the draft/inodel bye-laws/inemorandum and articles of association / apex body / apex bodies for the association. The Purchaser shall also be bound from time to time, to sign all papers, documents and deeds for safeguarding the interest of the Developer and the other purchasers of premises in the building(s). The Purchaser shall be bound by the rules, regulations and bye-laws/memorandum and articles of association / apex body / apex bodies and the terms and conditions contained in the Indenture. No objection shall be raised by the Purchaser, if any changes or modifications are made in the draft bye-law of the association / apex body / apex bodies by the Developer as the case may be or as may be required by the Registrar of Cooperative Societies or any other competent authority. The Purchaser hereby authorize Developer to sign and execute all such forms applications, papers and documents on his/her/their/its behalf as may be required for this purpose.

The Developer may become a member of the association / apex body / apex bodies 20.4 to the extent of all unsold and/or unallotted premises, areas and spaces in the building(s).

All costs, charges and expenses including stamp duty, registration charges and 20.5 expenses in connection with the preparation, stamping and execution of such deed of assignment/transfer shall be borne and paid by the association/all purchasers of premises in the building(s) in the same proportion as the carpet/built up area of the premises bears to the total area of all the premises in the said building(s).

Facility Management Company

With a view to preserve the intrinsic value of the Project by ensuring high standard of maintenance and upkeep, until such time as the development of the entire Layout is completed and the conveyance is executed in favour of the Apex/Federal Society, the Developer shall be entitled at its discretion to manage and maintain "The Trees" (including the Phase and/or the Building(s) thereon and/or the common areas or any of them or any part thereof) and to realize maintenance charges or any other dues payable by the Purchaser thereof.

By executing this Agreement, the Purchaser consents to appointment by the 21.2 Developer of any agency, firm, corporate body, organization or any other person ("Facility Management Company") in order to manage, upkeep and maintain the Building together with other buildings and the Land, sewerage treatment plant, garbage, disposal system and such other facilities, that the Developer may require to install, operate and maintain common areas, amenities, common facilities, car parking areas and open spaces. The Facility Management Company shall also be entitled, to collect the outgoings, provisional charges, taxes, levies and other amounts in respect

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of the Building (including the Purchaser's proportionate share of the outg provided hereinabove). It is hereby clearly clarified, agreed and understood that the Facility Management Company shall also be entitled to exercise its rights for collecting the charges and expenses mentioned herein, even after formation of the association/ apex body / apex bodies. The Purchaser hereby grants his/her/their/its consent confirming such agreement /contract/arrangement that the Developer has or may have to enter into with the Facility Management Company. It is further expressly understood that the Developer shall not in any manner be accountable, liable or responsible to any person including the Purchaser and/or association / apex body / apex bodies for any act, deed, matter or thing committed or omitted to be done by the Facility Management Company in the due course of such maintenance, management and control of the Building and/or common areas, amenities and facilities thereto.

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21.3 The Purchaser agrees to pay the necessary fees as may be determined by the Developer/Facility Management Company.

21.4 The Purchaser further agrees and undertakes to be bound from time to time to sign and execute all papers, documents, deeds and/or other writings as required, at the sole discretion of the Developer/ Facility Management Company, for the purposes of framing rules for management of the Building and use of the Premises by the Purchaser for ensuring safety and safeguarding the interest of the Developer/Facility Management Company and other purchasers of premises in the Building and the Purchaser also agrees and confirms not to raise any disputes/climis Developer/Facility Management Company and other purchasers of premises in regard.

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#### 22 Fit out Manual

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The Purchaser agrees and undertakes that upon handover of possession, the Purchaser shall carry out any fit-out/interior work strictly, in accordance, with the rules and regulations framed by the Developer/association / apex body / apex bodies ("Fit-Out Manual") and without causing any disturbance, to the other purchasers of premises in the Building. The Fit-Out Manual will be shared at the time of handing over possession of the Flat. Without prejudice to the aforesaid, if the Purchaser makes any unauthorized change or alteration or causes any unauthorized repairs in or to the Flat or the Building, the Developer shall be entitled to call upon the Purchaser to rectify the same and to restore the Flat and/or Building to its original condition within 30 (thirty) days from the date of intimation by the Developer in that behalf. If the Purchaser does not rectify the breach within the such period of 30 (thirty) days, the Developer may carry out necessary rectification/restoration to the Flat or the Building



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Developer shall be reinibilised by the Purchaser. If the Purchaser fails to reimburse to the Developer any such costs/charges and expenses within 7 (seven) days of demand by the Developer, the same would be deemed to be a charge on the Flat. The Purchaser hereby indemnities and agrees to always keep saved, harmless and indemnified the Developer (i) from and against all actions, proceedings, claims, demands, costs, charges and expenses whatsoever, which may be made against the Developer or which the Developer may suffer or incur as a result of any unauthorized change or alteration in or causing any unauthorized repairs in or to the Flat/Premises or the Building and (ii) for all costs and expenses incurred by the Developer for instituting any legal proceedings for recovery of such costs/charges and expenses incurred by it for rectification/restoration to the Flat or the Building.

After the possession of the Flat/Premises to the Purchaser until the conveyance of the Land in favour of the Apex Body, the Purchaser shall at all times permit, the Developer, its engineers, workmen, labourers agents, or architects to enter upon the Flat/Building/Phase with reasonable notice(except in case of emergency), for the purposerof-rectifying any defect or damage to the Building or if necessary any part of the Flat caused due to any act of commission or omission of the Purchaser or his figures in order to restore it to the same condition, as far as possible. The Purchaser shall architect purpose any to the Developer or any other person the loss or damage sufficiently them out account of the act of the Purchaser or his agents. The Developer shall not be finite or any theft or loss or inconvenience caused to the Purchaser on account of entity to the Flat as aforesaid.

- 23 Representations and Warranties of the Developer
  The Developer hereby represents and warrants to the Purchaser to the best of its knowledge as on date as follows:
  - (i) The Developer has clear and marketable title with respect to the land; as covered in the title report annexed to this Agreement and has the requisite rights to carry out development upon the Land and also has actual, physical and legal possession of the Land for the implementation of the Project;
  - (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;
  - (iii) There are no encumbrances upon the Flat or Phase or Land or the Project except those disclosed in the title report, if any, annexed to this Agreement;

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(iv) There are no litigations pending before any Court of law with respect to the land or Project except those disclosed in the title report. If any, amexed to this Agreement;

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- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Iand and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Land and said Building/wing shall be obtained by following due process of law and the Developer has been and shall, at all times, remain to be in compliance with all applicable/relevant laws in relation to the Project, Land, Building/wing and common areas;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Land, including the Phase and the said Premises which will, in any manner, adversely affects the rights of Purchase under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manne whatsoever from selling the said Premises to the Purchaser in the manne contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of the structure to the association of purchasers the Developer shall handover lawful, vacant, peaceful, physical possession of the common areas of the structure to the association of the purchasers or the federation or apex body as the case may be;
- (x) The Developer has duly paid and shall continue to pay and discharge undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including

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or served upon the Developer in respect of the Land and/or the Project except those disclosed in the title report, if any, annexed to this Agreement.

24. O It is clearly understood and agreed by the Parties that -

The Developer reserves to itself the unfettered right to the full, free and complete right of way and means of access over, along and under all the internal access roads in the Land and Project and any common rights of ways with the authority to grant such rights to the Purchaser and/or users of premises in the buildings being constructed on the Project (present and future) at all times and the right of access to the Project for the purpose of installing, repairing, maintaining and inspecting the ancillary structures such as pump rooms, motor rooms, watchman rooms, sewage treatment plant, underground tanks, substation of power supply company etc. situated on the Land and also to lay and connect drains, pipes, cables and other service lines and amenities (including underground and overhead) other amenities necessary for the full and proper use and enjoyment of the Project and if necessary to connect the drains, pipes, cables etc. under, over or along the Project Land appurtenant to each and every building to be constructed on the Project (including the Building) without in any way obstructing or causing nuisance to the ingress and egress of the purchasers /other occupants of their premises in building constructed on the Project Land till such time the Land is handed over to the society/condominium/limited company/ association/Apex Body/Apex Bodies/Federation.

Necessary provisions for the above shall be made in the transfer documents to be deeds of transfer/assignment/declaration/deeds of Flats to be executed in respect of the sale/transfer of premises in the buildings to be constructed on the Project Land. The Purchaser hereby expressly consents to the same.

# 25 Brand Name & Project Name

- 25.1 It is agreed by the Purchaser that the name of the Project or of the individual towers may be changed at the sole discretion of the Developer and the Purchaser shall not be entitled to raise any objection to the same.
- 25.2 It is further agreed by the Purchaser that the association of the brand name "Godrej" (in its registered logo form) or a combination of words with prefix as "Godrej" ("Brand Name") shall at all times be subject to the sole control of the Developer/Godrej Properties Limited ('GPL'). It is agreed and accepted by the Purchaser that the Brand Name shall always be used in the form in which it is registered with the concerned authorities and the color combination, the design; the appearance shall not be changed under any circumstances, unless the Developer/GPL has himself informed in writing about any change in the logo/Brand Name. The Brand

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:eived :xcept Name will be associated with the Project or Land including, the Building the association / apex body / apex bodies (which would be formed gradually), unle a different understanding is captured between the Developer/GPL and the / apex body / apex bodies. It is further agreed that the association of the Brand shall not, under any circumstances, he construed as a license or any other interest

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granted to any person in the Brand Name and all intellectual property rights in and arising out of or connected with the Brand Name and ownership of the Brand Name shall at all times vest in and be held exclusively by the Developer/GPL. The Purchaser further agrees to not use the Brand Name and for any intellectual property in the Brand Name in any manner and for any purpose whatsoever except as otherwise permitted by the Developer/GPL. The Purchaser and the association / apex body / apex bodies of the Flat purchasers shall not be entitled to change the name of the Project / Building/s without written consent of the Developer/GPL.

#### 26 Representations by Third Party(ies)

The Purchaser acknowledges, agrees and undertakes that the Purchaser shall neither hold the Developer or any of its sister concerns/ affiliates liable/ responsible for any representation(s)/commitment(s)/offer(s) made by any third party to the Rurchass nor make any claims/demands on the Developer or any of its sister co with respect thereto.

#### 27 Transfer

The Purchaser shall not sell transfer assign or any other manner deal with dispose of 27.1 or part with the Purchaser's interest or benefit under this Agreement or part with the possession of the said Flat/Premises until (i) the Purchaser has paid to the Developer atleast 50% (fifty percent) of the Total Consideration and applicable taxes due and payable in respect of the said Flat/Premises under this Agreement or (ii) a term of 11/2 (one and half) years (i.e. eighteen months) has elapsed from the date of the Allotment Letter issued by the Developer (whichever is later) and only if the Purchaser has not been guilty of any of the terms conditions or provisions of this Agreement and in any such case the Purchaser shall have obtained the prior written consent of the Developer of his/its intention to do so.

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27.2 Any such transfer by the Purchaser shall be subject to the terms and conditions of this Agreement, Applicable /relevant Laws, notifications/ governmental directions, the Purchaser submitting documentary proof as may be required by the Developer. payment of the monies due and payable by the Purchaser under this Agreement and payment of applicable transfer / administrative fee of Rs.5,382/- (Rupees Five Thousand Three Hundred and Eighty Two only) per square meter plus taxes as

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pplicable on the Total Area of the Flat to the Developer. Further, the Developer escrives the right to allow such transfer at its sole discretion.

On such transfer recorded fendorsed by the Developer, the Purchaser along with third party-transferce shall furnish requisite undertakings and indemnities, as may be required by the Developer, to abide by all the terms and conditions of this Agreement. The Purchaser shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/assignment.

# 28 Obligations, covenants, representations of Purchaser

The Purchaser or transferee (as the case may be) (with intention to bind all persons into whosoever hands the Flat may come), hereby covenants, represents with the Developer:-

(i) To maintain the Flat at the Purchaser's own cost in good and tenantable repair and condition from the Possession Date of the Flat and shall not do or suffer to be done anything in or to the building/wing/Phase in which the Flat is situated which may be against the rules, regulations or bye-laws formed for the Association.

Not to make any changes or alteration or any addition or variation to the Flat/building/Phase or any part thereof without the consent/approval of the local authority, if applicable.

Not to store in the Flat any goods or items which are of hazardous, combustible or dangerous nature or heavy material as to damage the construction or structure of the Flat/building/Phase or storage of goods objected by the concerned local authority and the Purchaser shall be careful in carrying/loading or unloading heavy packages or materials or goods which may damage or likely to damage the staircases, common passages or any other structure of the Phase or building in which the Flat is situated or any part thereof and the Purchaser shall be liable for the consequences of the breach of rules and regulation or any instruction made in respect thereof.

(iv) To carry out at his own cost all internal repairs to the said Flat and maintain the Flat in the same condition, state and order in which it was delivered by the Developer to the Purchaser and shall not do or suffer to be done anything in or to the Flat/building/Phase which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority or Developer or Association/Apex Body formed. In the event, the

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Purchaser contravenes the above provision, the Purchaser shall be responsible and liable for the consequences thereof.

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Not to demolish or cause to be demolish the Flat/ building/Phase or any part (v) thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the Flat or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Flat is situated nor shall demand partition of the Purchaser's interest in the Premises and shall keep the portion, sewers, drains and pipes in the Flat and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building/Phases and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, pardis or other structural parts within the Flat/building/Phase without the prior written permission of the Developer and/or the Society or the Limited Company or local authority as applicable.

Not to do or cause to be done any act or thing which may render void or (vi) voidable any insurance of the project land and the building(s) or Phase of any part thereof or whereby any increased premium shall become respect of such insurance.

Not to throw dirt, rubbish, rags, garbage or other refuse or perinit the same to (vii) be thrown from the said Flat in the compound or any portion of the project land and the building in which the Flat is situated.

That the dry and wet garbage shall be separated and the wet garbage generated (viii) in the Building/ Wing shall be treated separately on the Project Land by the residents/occupants of the Building/Wing in the jurisdiction of MCGM.

To bear and pay increase in local taxes, water charges, insurance and such (ix) other 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 Flat by the Purchaser for any purposes other than for purpose for which it is sold.

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

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Pay to the Developer within time frame stipulated by the Developer, the share of deposits, if any, demanded by the concerned local authorities or government for giving water, drainage, electricity, telephone, gas or any other service/utility connection to the Premises or Building;

- (xii) Permit the Developer and their surveyors and agents with or without workmen and others at all reasonable times with prior notice to enter into and upon the Premises or any part thereof, to view and examine the state and condition thereof or to repair the same;
- (xiii) Not to cover or enclose in any manner whatsoever, the open terrace, the open balcony(ics), verandah area, car parking space or other spaces forming part or is appurtenant to the Flat, without the prior written permission of the Developer/Association/concerned authorities, as the case may be.;
- (xiv) Upon Possession of the Flat, the Purchaser may insure the Flat/Premises from any loss, theft, damage caused due to human intervention or due to any act of god or other force majeure incident including fire, riot, strikes, earthquakes, matural calamity or any other cause beyond reasonable human control and the Developer shall, not be responsible for any loss/damage suffered after possession is handed over.

Not to change alter or modify the main doors of the said Flat:

Not to put /hang/store any pots/decorative items /clothes/any other object(s) such that they are on the external facade of the said building/wing and/or are visible from anywhere outside the said building/wing. It is expressly agreed that the Purchaser shall not use the ledge or any portion of the facade of the said building/wing for drying of clothes, putting flower pots or using it in any manner whatsoever;

- (xvii) Not to put the signage board and/or name plate in common areas of the said building/wing and/or at place of the external surface of the said building/wing save and except at the place explictly provided by the Developer;
- (xviii) No to fix any television or wireless mast or aerial or dish antenna from outside of window or exterior wall of the said Flat or at any place which affect the exterior façade or elevation of the said building/wing in any manner whatsoever:
- (xix) The Purchaser and/or the Developer shall present this Agreement as well as the conveyance and/or any other document as may be required, in accordance



to the provisions of the Registration Act, 1908 or any Relevant Laws as the case may be.

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- (xx) The Purchaser shall not let, sub-let, transfer, assign or part with interest or benefit of this Agreement or part with the possession of the Flat until all the dues payable by the Purchaser to the Developer under this Agreement are fully paid up.
- The Purchaser shall observe and perform all the rules and regulations which the Developer (until the society or association if formed) or the society or the limited company or apex body or federation may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said flats/buildings/Phase therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority or government and/or other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the society/limited company/apex body/federation regarding the occupancy and use of the Flat in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement.
- (xxii) Till a conveyance of the structure of the building in which Flat is situated is executed in favour of society/limited society, the Purchaser shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, with prior notice, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.
- (xxiii) Till a conveyance of the project land on which the building in which Flat is situated is executed in favour of Apex Body or federation, the Purchaser shall permit the Developer and their surveyors and agents, with or without workmen and others, at all reasonable times, with prior notice, to enter into and upon the project land or any part thereof to view and examine the state and condition thereof.
- (xxiv) The Purchaser agree to use the Flat or any part thereof or permit the same to be used only for purpose of residence only. The Purchaser further agrees to use the garage or parking space only for purpose of keeping or parking vehicle.

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(xxv) Not to do any act deed matter or thing which is likely to damage the common areas and facilities of the said building/wing/phase and shall ensure that the common areas and facilities are used in common with other purchasers of flats in the said building/wing/phase and are not used for the purpose of storage or for any other reason whatsoever;

The Purchaser-hereby confirms and acknowledges that the specifications mentioned in the advertisement / communications or the sample flat / mock flat and its colour, texture, the fitting(s) / fixture(s) or any installations depicted therein are only indicative and suggested in nature and are not intended to be provided as a standard specifications and/or services or cannot be construed as same. The Purchaser agrees and confirms that they have not relied on the same for his/her/their/its decision to acquire Flat in the Phase and also acknowledges satisfying itself with the sanctioned layout plans and time schedule of completion of the Project.

(xxvii) The Purchaser undertakes that the Purchaser has taken the decision to purchase the Flat out of his/her/their own free will, based solely upon the information provided along with the documents Annexed hereto, after giving careful consideration to the nature and scope of the entire development explained to the Purchaser by the Developer in person including the disclosures contained herein and on the basis of the specifications, locations, quality, services, etc. contained in this Agreement.

(xxviii)Save and except the information /disclosure contained herein the Purchaser confirms and undertakes not to any make any claim against Developer or seek cancellation of the Flat or refund of the monies paid by the Purchaser by reason of anything contained in other information /disclosure not forming part of this Agreement including but not limited to publicity material / advertisement published in any form or in any channel.

(xxix) The Purchaser agrees and undertakes that the Developer shall not be responsible in any manner whatsoever in case of any attachment or other proceedings that may be made or taken in respect of the Flat and/or Car Park(s) by concerned authorities due to non-payment by the Purchaser or any other flat purchaser of their respective proportion of the taxes/outgoings payable to the concerned authorities on account of default in making such payments.

29 Rights and Obligation of the Developer

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29.1 Developer obligation for obtaining Occupation Certificate (OC Certificate(CC)

ate (OC)/=Completion

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The Developer hereby agrees to observe, perform and comply with all the terms conditions, stipulations and restrictions if any, which may have been untosed by the concerned local authority at the time of sanctioning the plans of thereafter and before handing over possession of the Flat to the Purchaser, shall obtain from the concerned local authority occupancy certificate and /or completion certificate as applicable in

respect of the Flat.

## 29.2 Hoarding rights

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The Purchaser hereby consents that the Developer may and shall always continue to have the right to place/crect hoarding(s) on the Project Land, of such nature and in such form as the Developer may deem fit and the Developer shall deal with such hoarding spaces as its sole discretion until conveyance to the Association /apex body /apex bodies and the Purchaser agrees not to dispute or object to the same. The Developer shall not be liable to pay any fces/charges to the association/apex body/apex bodies for placing/putting up the hoarding(s); provided that if any municipal taxes become payable for such use, then the same shall be borne and paid by the Developer and/or by the transferee (if any). The Developer . it servants of its attents shall always have and reserves to themselves full and free right of way and means of access to such place or places for the purpose of installing and/or preserving and/or maintaining and/or removing such advertisements and/or hoardings and signage installed.

#### 29.3 Retention

The Developer may, either by itself and/or its nominees/associates/affiliates also retain some portion/units/flats in the Project which may be subject to different terms of use, including as a guest house/corporate flats, as permissible under Relevant laws.

#### 29.4 Unsold Flat(s)

29.4.1 All unsold and/or unallotted premises, areas and spaces in the Building/Residential Phase/Project, including without limitation, parking spaces and other spaces in the basement and anywhere else in the Building/Phase and Project Land shall always belong to and remain the property of the Developer at all times and the Developer shall continue to remain in overall possession of such unsold and/or unallotted premises and shall be entitled to enter upon the Project Land and the Building / Phase to enable it to complete any unfinished construction work and to provide amenities and facilities as the Developer may deem necessary.



body/apex bodies/be at liberty to sell, let, sub-let, dispose of or otherwise deal with in any manner whatsoever all such unsold and/or unallotted premises and spaces therein, as it deems fit. The Developer shall be entitled to enter in separate agreements with the purchasers of different premises in the Building/Phase/Project -Land on terms and conditions decided by the Developer in its sole discretion and shall without any delay or demur enroll the new purchaser as member(s) of the association / apex body / apex bodies. The Purchaser and/or association /apex body/ apex bodies shall not claim any reduction in the consideration and/or any damage on the ground of inconvenience and /or nuisance or on any other ground whatsoever. Further, the Developer shall not be liable to pay/contribute any amount on account of non-occupancy charges or for any other charges/fund provided for under the bye-laws, rules and regulations or resolutions of the association / apex body / apex bodies.

#### 29.5 Basement/Podiums

The Purchaser hereby consents to the Developer dividing the basement into car parking spaces, store rooms or storage spaces and/or any other areas as may be decided by the Developer subject however to the sanction of the local authority. The Developer shall be entitled to deal with such areas/spaces in any manner whatsoever.

29.6 Assignment:

The Developer may at any time assign or transfer (by way of lease, mortgage, sale or otherwise), in whole or in part, its rights and obligations in respect of the Land/Project in accordance with Applicable/Relevant Laws. On such transfer, the assignee or transferce of the Developer shall be bound by the terms and conditions herein contained.

## 29.7 Additional Construction

The Purchaser hereby consents that the Developer shall be entitled to construct any additional area/structures in the remaining portion of the Land as the Developer may deem fit and proper and the Developer shall, at its sole discretion, deal with and/or dispose of the same without any reference to the Purchaser and/or the association / apex body / apex bodies, as the case may be, in accordance with the Applicable/Relevant Laws. The right hereby reserved shall be available to the Developer until the complete optimization of the entire Land Layout.

#### 29.8 Mortgage and Security

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The Developer shall be entitled to create security on the Phase Land together with the buildings being constructed thereon (including the Wing/Building) hyperalling loans/financial assistance/credit facilities from banks/financial institutions, again securities thereof, save and except the Flat agreed to be Purchased by the Purchase The Developer shall be entitled to and be at liberty to sign norgage(decds, loan agreements and other documentation whether legal or in English form of by way of deposit of title deeds, save and except the Flat, provided the Developer shall be the principal debtor and it shall be the sole responsibility of the Developer to repay such loan amount with interest, charges and expenses thereon, in any case on or before the assignment/transfer of the Phase Land (or any part thereof) and building/s constructed thereon in favour of the association / apex body / apex bodies in accordance with terms hereinabove. The Purchaser hereby gives express consent to the Developer to raise such financial facilities against security of the Phase Land together with the building(s) being constructed thereon (including the Wing/Building) and mortgage the same with banks/financial institutions as aforesaid, save and except the Flat/Premises agreed to be sold to the Purchaser hereunder.

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#### 30 Appointment of vendors for internet and cable facility

The Developer has informed the Purchaser and the Purchaser is aware and agrees that in order to provide a common and better quality service within the entire Projects that Developer shall decide on the specifications and list of vendors for providing T.V/Internet - Cable and dish antennae network in the Building and other building constructed /to be constructed upon the Project Land. The aforesaid rights the retained by the Developer to itself permanently and the Developer shall be entitled to de with and dispose of and/or assign the said rights in favour of such person of corporate body as the Developer may determine save and unless the Developer relinquish the said rights. In view thereof, the Purchaser and/or other occupants of premises in the Building shall not have a right to obtain T.V. / Internet and or other dish antenna network facilities either alone or jointly with others through any other agents but shall obtain the T.V./ Internet and or other dish antenna network facilities from the Developer or the assignee(s) of the Developer save and except in case of relinquishment as aforesaid. The Purchaser and/or occupants of premises in the Building and/or the association/apex body/apex bodies shall pay the charges (including deposits) as may be payable to the Developer and/or such assignee(s) as aforesaid for availing the transmission facilities and network as aforesaid and shall give to them all necessary co-operation of enabling them install, maintain and repair the equipment thereof and shall not be entitled to charge the Developer and/or their assignee(s) as aforesaid any amount for the said rights or incidental thereto.

#### 31 Right of Purchaser to the Flat and Common Areas

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Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Flat or of the said Project Land and Building or any part thereof. The Purchaser shall have no claim save and except in respect of the Flat hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces, recreation spaces, will remain the property of the Developer until the said structure of the building is transferred to the society/company or other body and until the Project Land is transferred to the Apex Body /federation as hereinbefore mentioned.

#### 32 Binding effect

Executing this Agreement with the Purchaser by the Developer does not create a binding obligation on the part of the Developer until the Purchaser signs and delivers this Agreement within 30 (thirty) days from the date of receipt on intimation from the Developer, alongwith all the schedules and annexures and the requisite payments due under this Agreement.

#### 33 Entire agreement

This Agreement contains the whole agreement between the Parties in respect of the subject matter and shall not be modified (whether by alteration, addition or omission) otherwise than by writing duly signed by all the Parties. This Agreement constitutes the entire understanding / agreement between the Parties and there are no promises or assurances of representations, oral or written, express or implied, other than those contained in this Agreement. The Purchaser hereby expressly admits acknowledges and confirms that no terms, conditions, particulars or information, whether oral, written or otherwise, given or made or represented by the Developer and/or its agents to the Purchaser and/or his agents, including those contained/given in any advertisement or brochure or publicity materials, other than such terms, conditions and provisions contained herein shall be deemed to form part of this Agreement or to have induced the Purchaser in any manner to enter into this Agreement. This Agreement supersedes all previous arrangement, agreement, exchange of documents including marketing materials brochures etc.

Provisions of this Agreement applicable to the Purchaser/subsequent Purchaser It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Flat and/or Phase/Project shall equally be applicable to and enforceable against any subsequent purchaser/transferee of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

#### 35 Severability

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Any provision of this Agreement which is prohibited, unenforceable or is declared or found to be illegal, unenforceable or void shall, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder of such provision or the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction. If any such probabilition or unenforceability substantially affects or alters the residential terms and conditions of this Agreement, the Parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary or desirable in the circumstances to achieve, as closely as possible, the same terms, covenants and conditions as were there in this Agreement prior to such prohibition or unenforceability.

#### 36 Waiver

Any delay tolerated or indulgence shown by the Developer, in enforcing the terms, conditions, covenants, stipulations and/or provisions of this Agreement, or any forbearance, or giving of time, to the Purchaser by the Developer, shall not be treated/construed/considered, as a waiver or acquiescence on the part of the Developer of any breach, violation, non-performance or non-compliance by the Purchaser of any of the terms, conditions, covenants, stipulations and/or provisions of this Agreement, nor shall the same in any manner prejudice, the rights/remedies of the Developer.

37 Method of calculation of proportionate share wherever referred to in Agreement

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other purchaser in the Phase/Segment/ Project, the same shall be in proportion to the carpet area of the Flat to the total carpet area of all the flats in the Phase/Segment/Project.

#### 38 Further assurances

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

#### 39 Place of execution

The execution of this Agreement shall be complete upon its execution by the Parties at mutually agreed place at Mumbai by the Party themselves or through their

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authorized signatory(ies) and simultaneously with the execution of the said Agreement shall be registered at the office of the Sub-Registrar and this Agreement shall be decired to have been executed at Mumbai.

Presemblor registration

This Agreement as well as the conveyance/assignment shall be presented by the Purchaser at the proper registration office of registration within the prescribed time limit and the Developer will attend such office and admit execution thereof.

#### 41 Notices

41.1 Any notice, demand or other communication including but not limited to the Purchaser's default Notice to be served under this Agreement may be served upon by the Party by registered post with acknowledgement due or through speed post or through courier service at the address mentioned below, or through e-mail or at such other address as it may from time to time be notified in writing to the other Party.

#### To the Purchaser:

Name:

MR. SHAYAN ITALIA

Address:

701, 7TH FLOOR, FAIRMONT BUILDING 21ST ROAD,

BANDRA WEST MUMBAI 400050 MAHARASHTRA

INDIA

otified E-mail ID:

Shayan@shayanitalia.com

To the Developer:

Name:

Godrej Properties Limited

ddress:

Godrej Onc. 5<sup>th</sup> floor. Pirojshanagar. Eastern Express Highway, Vikhroli (East), Mumbai 400 079

Notified E-mail ID: thetrees@godreiproperties.com

- 41.2 In case of more than one purchaser, default notice, letters, receipts, demand notices to be served under this Agreement may be served upon to the first mentioned Purchaser as per the above mentioned address or any address later notified by the first mentioned purchaser and the same shall be a sufficient proof of receipt of Default notice, letters, receipts, demand notices and other communication by all the Purchaser and the same shall fully and effectively discharge the Developer of its obligation in this regard.
- 41.3 In case of change of address of the Purchaser, the same shall be informed to the Developer well in advance by the Purchaser.

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42 Satisfied with the Developer's title

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The Purchaser hereby declares that he/she/they/it has/have gone through this Agreement and all the documents relating to the Land /Building and has expressly understood the contents, terms and conditions of the same and the Developer-has entered into this Agreement with the Purchaser relying solely on the Purchaser agreeing, undertaking and covenanting to strictly observe, perform, fulfill and comply with all the terms and conditions, covenants, stipulations, obligations and provisions contained in this Agreement and on part of the Purchaser to be observed, performed and fulfilled and complied with and therefore, the Purchaser hereby jointly and severally (as the case may be) agrees, undertakes and covenants to indemnify, save, defend and keep harmless at all times hereafter, the Developer and their successors and assigns from and against all costs, charges, expenses, losses, damages, claims, demands, suits, actions, proceedings, prosecutions, fines, penalties and duties which they or any of them may have to bear, incur or suffer and/or which may be levied or imposed on them or any of them, by reason or virtue of or arising out of any breach, violation, non-observance, non-performance or non-compliance of any of the terms, conditions, covenants, stipulations and/or provisions hereof by the Purchaser,

43 Joint Purchaser

That in case there are joint Purchaser, all communications shall be sent by the Developer to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to be considered as properly served on all the Purchaser.

44 Stamp duty and Registration charges

The charges towards stamp duty and Registration of this Agreement shall be borne and paid by the Purchaser only.

45 Arbitration

In case the Parties are unable to settle their disputes within 15 days of intimation of dispute by either Party, the Parties shall in the first instance, if permitted under Relevant Laws, have the option to settle through arbitration in accordance to the procedure laid down under the Relevant Laws. Costs of arbitration shall be shared equally by the parties. The award of the Arbitrator shall be final and binding on the parties to the reference. The arbitration proceedings shall be conducted in English only and be held at an appropriate location in Mumbai.

46 Governing Law

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force and the courts in Mumbai will have the jurisdiction for this Agreement. Further, all the terms, conditions, rights and obligations of the Parties as contained

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hereunder shall be subject to the provisions of Real Estate (Regulation and Development) Act. 2016 ("Act") and the Rules and Regulations made thereunder ("Rules and Regulations") and the exercise of such rights and obligations shall be subject to the provisions of the Act and the Rules and Regulations made thereunder. Any change so prescribed by the Act shall be deemed to be included in this Agreement and similarly any such provision which is inconsistent or contradictory to the Act shall not have any effect.

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IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Agreement for Sale at Mumbai in the presence of attesting wittess signing as such on the day first above written.

### FIRST SCHEDULE

(DESCRIPTION OF THE LAND)

2098 2018

Contiguous non-agricultural freehold and leasehold lands admeasuring approximately 34.20 acres (equivalent to 138402 square meters) comprised of 28.22 acres of leasehold land having perpetual lease and 5.98 acres of freehold land and bearing old C.T.S. Nos. 51(P), 52(P) and 52/I to 17 and bearing new C.T.S No. 51/B situated at Pirojshanagar, Village Vikhroli, Taluka Kurla, District Mumbai Suburban.

#### SECOND SCHEDULE

## (DESCRIPTION OF THE FLAT)

Residential Flat No.  $\underline{1101}$  admeasuring total area  $\underline{44.78}$  square meters comprising of carpet area of  $\underline{42.18}$  square meters and exclusive area of  $\underline{2.6}$  square meters on  $\underline{11^{th}}$  floor in R wing in Residential Phase 3 ('Godrej Origins') constructed by the Developer on notionally divided portion of the Land.





SIGNED AND DELIVERED by the )
withinnamed Developer, )
GODREJ PROPERTIES LIMITED )

through its constituted attorney/authorized signatory

Mr./Mrs/Ms. EKTA BEDHLA

in the presence of:

1. PANUL MANNAS

2. Avinach Mali- Tich.



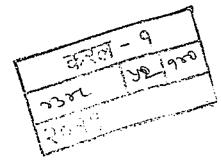
For GODREG PROPERTIES LIMITED

ealine — Authorised Signatory



SIGNED AND DEIVERED by the ) dwithinnamed Purchaser )

MR. SHAYAN ITALIA









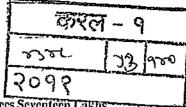
in the presence of:

1. RAHUL MANNAS

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Received from within named Purchaser, a sum of Rs. 17.34,950/- (Rupees Seventeen Lakhs

Thirty Four Thousand Nine Hundred and Fifty Only), being part payment of the Total Consideration payable in terms of this Agreement.

We say received.

For GODREJ PROPERTIES LIMITED

Authorized Signatory

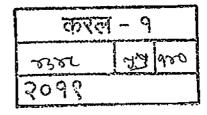




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#### Annexure A

# Important Terms and conditions of the Indenture 1948 dated 30 July 1948 for Village of Vikhroli and Kanjur

 $1^{\mathfrak{K}}$  – (as this condition deals with the revenue payable for the villages of Vikhroli and Kanjur, the same has not been reproduced here)

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

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

4th – You will promote the happiness and prosperity of the ryots and erect buildings, sink tanks and walls, build embankments of fields and Introduce the cultivation of superior articles of produce, and extend the present cultivation. Should you not endeavour by reasonable efforts and expenditure to make any of the improvements above mentioned within the period of 10 years, the Government is at liberty to resume the lease. Within the above period should you expend any capital in building, as above, the grant of the villages and lands will be considered confirmed to you and to your heirs and assigns in perpetuity. You are to report annually to the Collector the improvements made during the preceding year, and the Collector will, if he thinks necessary, make scrutiny into them and cause entries of the same to be recorded in the Duftur. You are not at liberty to dispose of in any way whatever the above villages to any other person within the period of 10 years.

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

6<sup>th</sup> – The abkari is included in the lease given to you; you are at liberty to sell liquor to the ryots—of the above villages exclusively, and not to others; if—any



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contractor requires liquor he must make application to the Sirkar, and permission shall be granted in the event of there being a general scarcity of this commodity in the other parts of the Salsette Prant; should you export it beyond the limits of the above prant you are to pay the established export fee; besides these you must adhere to the rules which have been or may hereafter be established with the liquor contractors elsewhere in Salsette. 7th – You are to pay Dewasthans, Dhummadows, allowances to village officers

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

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

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

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

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

12<sup>th</sup> – You are to exercise no magisterial or judicial authority unless such may have been specially entrusted to you, and generally you are to conform to the provisions of all regulations which have been, or may hereafter be, enacted for the revenue and judicial management of the country, and also to the established customs and usages of the prant.

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

14<sup>th</sup> – The Collector or any Government servant deputed by him is to have the power of inspecting the villages granted to you, whenever he may deem the

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available, and of making such scrutiny into the produce and Improvements in progress and into other particulars as he may consider expedient, in which you are to afford every assistance.

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

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

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

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

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

20<sup>th</sup> – In the event of resumption of the above-mentioned villages – the revenue thereof will be collected by Government, according to the custom of

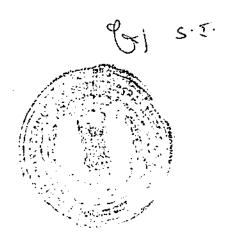


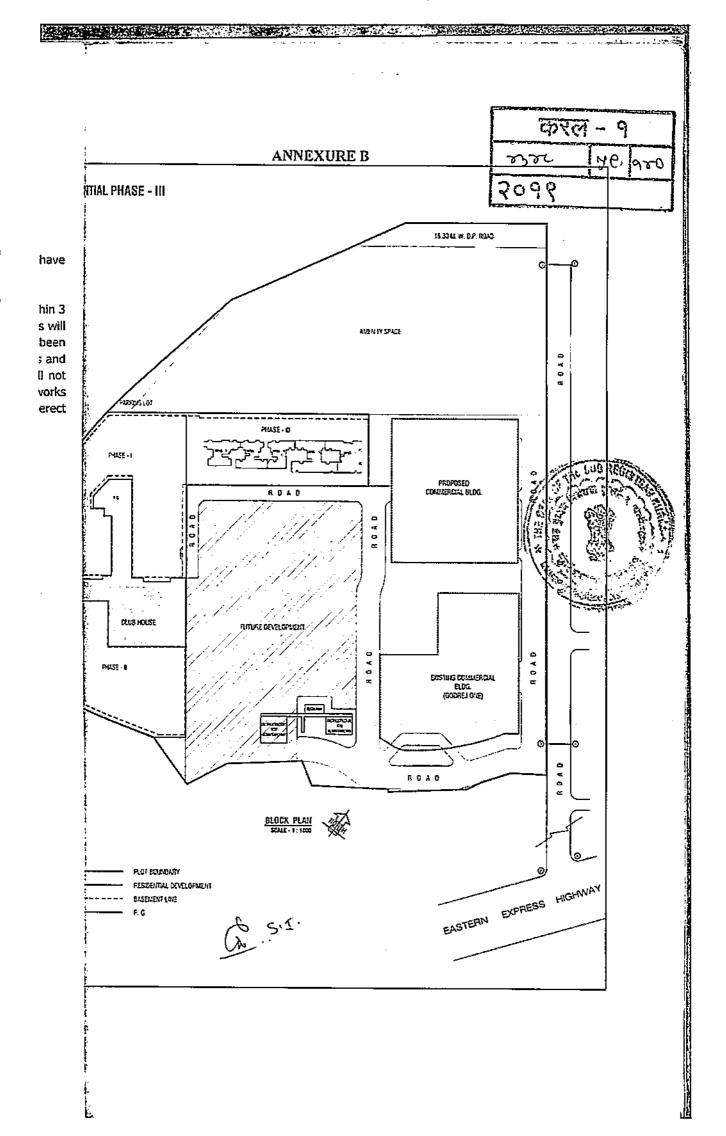


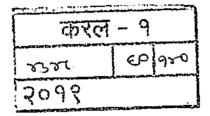
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the prant, without regard to low rates or conditions on which you may have granted land or other property.

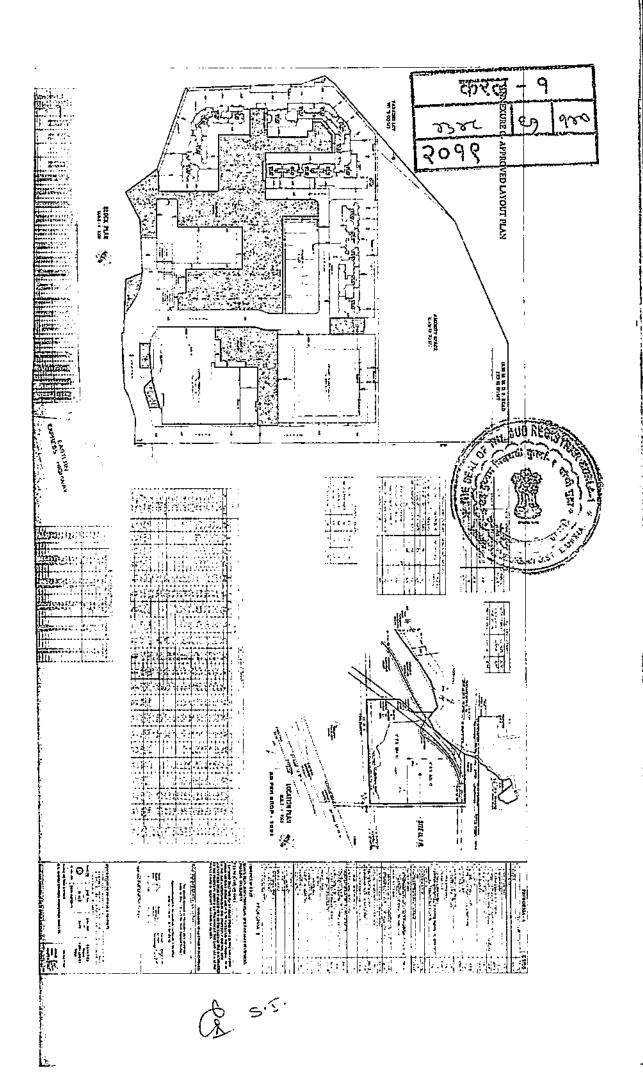
21st — This lease is subject to the approval of the Honourable the Court of Directors. If their refusal to ratify the terms be communicated to you within 3 years from the date thereof, the lease will be declared void, the villages will be resumed by Government, and such expenses as may have been necessarily and unavoidably incurred in the improvement of the villages and their resources exclusively, will be made good to you. Government will not repay any sums expended in the erection of dwelling houses or other works not absolutely requisite, but the property in such buildings as you may erect will continue vested in you.

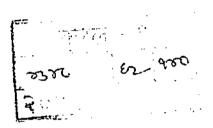














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# MUNICIPAL CORPORATION OF GREATER MUMBAI

## FORM 'A'

# MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/ES/1721/S/337(NEW)

COMMENCEMENT CERTIFICATE

To. .Ws. Godrej Properties Limited 5th Floor, Godrej one, Pirojshanagar, Eastern Express Highway, Vikharoli (East), Mumbai-400079

Express Highway, Vikharofi (East), Mumbai-400079 Sir.

With reference to your application No. CHE/ES/1721/S/337(NEW) Dated. 13/6/2018 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Jown Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 13/6/2018 of the Mumbal Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. 51/B(Old CTS. NO. 51 (pt), 52 , 52/1 to 17) Division / Village / Town Planning Scheme No. KANJUR-E situated at - Road / Street in S Ward Ward .

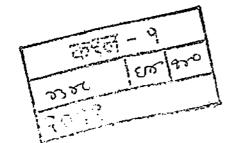
The Commencement Certificate / Building Permit is granted on the following condition

- 1. The land vacated on consequence of the endorsement of the setback line/ road widening part of the public street.
- 2. That no new building or part thereof shall be occupied or allowed to be occupied or used by performing the beused by any person until occupancy permission has been granted.
- 3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
- 4. This permission does not entitle you to develop land which does not vest in you.
- This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
- 6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if ;-
  - The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
  - Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
  - The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in confravention of Section 43 or 45 of the Maharashtra Regional and Town Planning Act, 1966.
- The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. Assistant Engineer S&T ward. Assistant Engineer to percise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 22/3/2017

& S.T.



Issue On: 23/3/2016

Valid Upto:

22/3/2017

Remark:

Plinth C.C. for proposed Building Comprising wings A to O as per IOD dated 19/11/2015

Approved By

A.G. Tambewagh

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**Executive Engineer** 

Issue On: 7/1/2017

Valid Upto:

22/3/2017

endorsed as per last approved plans dtd:04.01.2017

Approved By

J.C. Siddhpura

Assistant Engineer (BP)

Issue On: 16/1/2017

Valid Upto:

22/3/2017

Remark:

full CC of wings A,B,C,D,E,F,I,J,K & L as per approved amended plan dld: 04.01.2017

Approved By

J.C. Siddhpura

Assistant Engineer (BP)

CHE/ES/1721/S/337(NEW)

Page 2 of 6 On 20-Jul-2018

Issue On: 2/3/2017

Valid Upto:

22/3/2017

Remark:

C.C. upto 5th floor of wing G,H,M & N as per approved plans dtd:04.01.2017

Approved By

J.C. Siddhpura

Assistant Engineer (BP)

Issue On: 15/4/2017

Valid Upto:

22/3/2018

Remark:

Full CC for wing A,B,C,D,E,F,I,J,K & L re-endorsed and further full CC for wing G,H,M,N & O as per approved

amended plans dated 01.04.2017

Assistant E

Issue On: 15/5/2017

Valid Upto:

22/3/2018

Remark:

Full C.C. for wing A,B,C,D,E,F,G,H,I,J,K,L,M,N,O re-endorsed and C.C. up to plinth for wing P,Q,R,S,T as per

approved amended plans dated 01.04.2017

Approved By P.R. SUTAR (I/C)

Assistant Engineer (BP)

Issue On: 16/8/2017

Valid Upto:

22/3/2018

Remark:

Re-endorsement of full CC for wing A to O & plinth CC for wings P to T and plinth CC for Club House as per

CHE/ES/1721/S/337(NEW)

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approved amended plan dated 29.07.2017

Approved By J.C. Siddhpura Assistant Engineer (BP)

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Issue On: 24/1/2018

Valid Upto:

22/3/2018

Remark:

The re-endorsement of full CC for wing A to O and re-endorsement of plinth CC for wing Q to T & clubhouse and further C.C. upto 6th floor of wing P as per approved amended plans dtd:29.7.2017

Approved By

J.C. Siddhpura

Assistant Engineer (BP)

Issue On :

alid Upto:

22/3/2018

Remark:

The re-endorsement of full C.C. for wing A to O, upto 6th floor of wing P, plinth C.C. for wing R to T & clubhous and further C.C. opto 5th floor of wing Q as per approved amended plans dtd:29.7.2017

Approved By

J.C. Siddhpura

Assistant Engineer (BP)

Issue On: 10/3/2018

Valid Upto:

22/3/2018

Remark:

The re-endorsement of full C.C. for wing A to O, plinth C.C. for wing S, T & Club House, upto 6th floor for wirg upto 5th floor for wing Q and further C.C. upto 6th floor for wing R as per approved amended plans dtd:29.72 b

Approved By

J.C. Siddhpura

Assistant Engineer (BP)

CHE/ES/1721/S/337(NEW)

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Issue On: 27/4/2018

Valid Upto:

22/3/2019

Remark:

The re-endorsement of full C.C. for wing A to O, plinth C.C. for wing T & Club House, further C.C. upto 9th floor for wing P, upto 8th floor f or wing Q, upto 7th floor for wing R and upto 5th floor for wing S as per approved amended plans dtd:29.7.2017

Approved By

J.C. Siddhpura

Assistant Engineer (BP)

Issue On: 6/6/2018

Valid Upto:

22/3/2019

Remark:

Re-endorsement of full C.C. for wing A to O and further full C.C. for wing P to T & Club House as per approved

amended plans dated 29.07.2017

J.C. Siddhpura Assistant Engine

ihousa

Issue On: 20/7/2018

Valid Upto:

22/3/2019

Remark:

Re-endorsement of C.C as per approved amended plans dated 04.07.2018

lamo : Jiteratra Chhaganlai

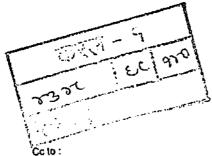
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Collector Mumbal Suburban /Mumbai District.

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

Assistant Engineer Building Proposal

Eastern Suburb S Ward Ward



CHE/ES/1721/S/337(NEW)

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## ANNEXURE E

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Ref. 4115

25 May 2016

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#### TITLE CERTIFICATE

: To

Godrej Vikhroli Properties LLP Godrej One, 5th floor Pirojshanagar Eastern Express Highway Vikhroli (Eost), Mumbai - 400079

Kind Attn: Mr. Ranjit Raghunathan

Re: Non-agricultural lands admeasuring approximately 138402 square meters (34.20 acres) comprised in old CTS Nos. 51 (P), 52 (P) and 52/1 to 17 and new CTS No. 51/B of Village Vikhroli situated at Pirojshanagar, Vikhroli, Mumbal.

### I. <u>INSTRUCTIONS AND STEPS TAKEN</u>

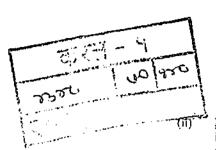
- Under instructions from Godrej Vikhroli Properties LLP ("LLP"), a limited liability partnership incorporated under the Limited Liability Partnership Act, 2008 having its registered office at Godrej One, 5th floor, Pirojshanagar, Vikhroli, Mumbai 400079, we have investigated its title to the captioned lands, more particularly described in the First Schedule hereunder written.
- 1.2 For the purpose of title investigation, we have taken the following steps:
  - (a) Searches:
    - Land Registry Caused searches to be conducted, through Search Clerk Mr. Vijay V. Takke, in:
      - the office of Sub-Registrar of Assurances at Mumbai, Bandra, Thane, Vikhroli, Chembur and Nahur from 1945 to 2016;
      - (B) the City Survey Office; and
      - (C) Talathi's Land Revenue Records of Kurla Village at Vikhroli,

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Advisors & Salamors

pen mata chamban, mir i sada crass are park, gai paran kadan muna. Nema mant mammai i 401.013, midra + +21.22.2006.4535. ) +0.1.22.2006.300b crasid i mir mund no credi cradi crassido mir crabbaco mir della crassida crassida crassida crassida crassida con crabbaco mir della crassid







#### ANNEXURE E

Ministry of Cornorate Affairs - Caused online search to be conduction the online records of the Ministry of Corporate Affairs (MC website through Ms. Hetal Kudecha, Company Secretary, Mumbai,

(iii) High Court of Judicature at Bombay ("Bombay High Court")
Conducted limited online negative search on the web portal of Court.

#### (b) Requisitions:

Administered Requisitions on title to G&B and the LLP, to which they be turnished replies.

#### (c) Inspection:

Inspected the original Indenture of Assignment and Conveyance dated Nigreh 2012 and Deed of Rectification dated 10 March 2016 pertaining to Project Land on 13 May 2016 in the custody of the LLP.

Perused copies of documents listed in the Second Schedule.

#### (c) Public Notice:

Issued Public Notices in The Economic Times (in English) and Navshaki Maraihi) in their Mumbai editions, both on 9 May 2016, inviting third prelation to the Project Land.

#### 2. OBSERVATIONS

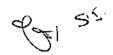
From the perusal of the documents listed in the Second Schedule, search rep (from the searches conducted in the respective offices as mentioned in paragraph (a) above) and relying on the replies to the requisitions given by G&B and the land based on information provided to us by G&B and the LLP, we observe following:-

## 2.1 Title Devolution

(a) By a Kowl dated 7 July 1835 and supplementary writing dated 30 Nover 1837 ("writings of 1835 and 1837"), the then Acting Collector of Taylor and the Viliage of Vikhroli (described in the Schedule therein by vill boundaries) subject to the yearly rent thereby reserved and the observance performance of the terms and conditions set out therein.

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(b) By diverse mesne assignments and acts in law and ultimately by and under a Conveyance dated 26 June 1945 made between Amratlal Amarchand & Others (as Sellers) and Nowroji Pirojsha (as Purchaser) registered with the Sub-Registrar of Assurances at Bombay under Serial No. 3534 of Book No. 1, the rights and interest in the leasehold Village of Vikhroli (as therein described) were assigned, granted and confirmed unto Nowroji Pirojsha, at or for the consideration and on the terms and conditions mentioned therein, but subject to the yearly rent reserved by and the conditions and covenants contained in the writings of 1835 and 1837 and to the rights of the sutidars ("occupants") and others who might be permanent tenants of Village of Vikhroli.

(c) By diverse mesne indentures/conveyances. Nowroji Pirojsha also acquired certain other private pieces or parcels of agricultural lands in the Village of Vikhroli which were held absolutely by various parties (forming part of the personal property of Nowroji Pirojsha and listed in the Indenture of 30 July 1948 between Nowroji Pirojsha and Godrej & Boyce Manufacturing Company Limited ("G&B")).

(d) By and under Indenture dated 30 July 1948 made between Nowroji Pirojsha (as the Vendor) and G&B (as the Purchaser) registered with the Sub-Registring of Assurances at Bombay under Serial No. 3050 of Book No. 1, Nowroji. Pirojsha assigned, granted and assured unto G&B forever, the leasehold Village of Vikhroli, (received in grant under the writings of 1835 and 1837) and conveyed and assured unto G&B all his private pieces or parcels of agricultural lands, being inter alla in the Village of Vikhroli in Taluka Thana, the Registration Sub-District of Thana (collectively described in the First and the Second Schedule thereunder written, being the same lands referred in sub-recitals (b) and (c) above) for the consideration and on the terms and conditions set out therein.

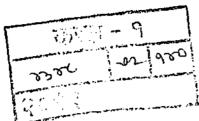
Based on this Indenture dated 30 July 1948, G&B accordingly became entitled to own/hold the Village of Vikhroli as owner/lessee thereof, free from encumbrances, but subject to the terms of the writings of 1835 and 1837 (as pertaining to the leasehold land).

G&B had filed Suit No. 413 of 1953 in the Bombay High Court against the then State of Bombay challenging the Salsette Estates (Land Revenue Exemption Abolition) Act, 1951 ("Salsette Act") inter alia seeking a declaration that G&B were owners of the Village of Vikhroli (as therein referred) on the terms and conditions of the writings of 1835 and 1837 as successors-in-title of the first owner, namely Francie Cawasjee Banajee and

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## ANNEXURE E

were entitled to all rights benefits and privileges conferred by the writing 1835 and 1837 in respect of the Village of Vikhroli.

agreed and declared with the consent of the then Government of Bombay G&B that the Village of Vikhroli held by G&B under the writings of 1835 and "estate" within the meaning of Section 2(1)(b) of the Salsette and that save and except lands forming part of Old Survey No.15 (pan) Government under Section 4(c) of the Salsette Act, all other lands in Village of Vikhroli were appropriated or brought under cultivation before August 1951 and were property of G&B, subject to the provisions of Section of the Salsette Act.

Based on the Consent Decree, G&B accordingly became seised and posses of and otherwise well and sufficiently entitled to the Village of Village of Comprising of several hundred acres of freehold leasehold land (excluding lands which vested in the State Government as recited in sub-paragraph above).

We understand that G&B continued to hold these lands, as such ownershing the time of the Indenture of 30 July 1948 and the Consent Decret January 1962 and from out of these lands, the Project Land consists of acres of leasehold land held under and in terms of the writings of 1833 ("Kowl Land") and 5.98 acres of freehold land transferred conveyed by Nowroji Pirojsha from his privately owned pieces or pare lands ("Freehold Land") under the Indenture dated 30 July 1948.

The Kowl Land and Freehold Land are more particularly described in Rand Part-B respectively of the First Schedule hereto (in the form of Survey Nos., as referred in the Conveyance dated 30 July 1948) being same as the Project Land more particularly described in Part-C of the Schedule (in the form of CTS Nos., as referred to in the Property Recard ("PR Card")).

By Indenture of Assignment and Conveyance dated 30 March 2012 regs with the Sub-Registrar of Assurances at Kurla under Serial No. 3/6638/2012 on 10 July 2012 read with Deed of Rectification dated 101/2016 registered with the Sub-Registrar of Assurances at Kurla under No. KRL-2/3957/2016 on 21 April 2016 (collectively "Indenture") between G&B (as transferor/assignor) and the LLP (as transferoeassigned) transferred the Project Land in favour of the LLP (content to the LLP).

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#### ANNEXURE E

consideration and on the terms and conditions mentioned therein.

Based on the Indenture, the LLP has accordingly become seised and possessed of and otherwise well and sufficiently entitled to the Project Land as owner/assignee and its name has been mutated in the PR Card. Further, under the Indenture, the parties had agreed that the consideration shall be paid to G&B in installments as per the payment schedule agreed therein. In its replies to requisitions, the LLP has informed us that the payments are being made by them to G&B in accordance with the schedule and that it has not committed any default in such payment, till date.

#### Access to the Project Land

- (a) The Project Land is presently accessible from the Eastern Express Highway from the permitted intersection at chainage 27700 (pursuant to Consent Terms dated 26 July 1973 passed by the Bombay High Court in L.A. Ref. No. 5 of 1966 and L.A. Ref. No. 48 of 1969) to the Pirojshanagar Industrial Complex through the 18.3 meters' wide access road as per the sanctioned Development Plan of Bombay Municipal Corporation forming part of CTS No. 53 (P) of Village Vikhroli ("access road").
- (b) We understand that the State of Maharashtra has filed a suit in the Bombay High Court against G&B, being Suit No. 679 of 1973, inter alia, seeking a declaration that lands comprising of Old Survey No. 12 and New Survey No. 61 to 65 (now CTS No. 53) of Village Vikhroli at all material times belonged to the State of Maharashtra and/or are/were vested in the State of Maharashtra and that G&B or its predecessors-in-title had/has/have no title, right and interest of any nature whatsoever in the suit lands, or any part thereof. The Suit is pending hearing and final disposal.
- (c) By Deed of Right of Way dated 30 March 2012 registered with the Sub-Registrar of Assurances at Kurla under Serial No. BBE-3/6679/2012 on 10 July 2012, G&B has in the meantime permitted the LLP to use part of the access road. Under this deed, G&B and LLP have agreed that the continuity of such access will depend on the outcome of the pending suit, and if the suit is decided in such a manner that G&B/LLP lose the right to use the access road, both parties will agree on an alternate access to the Project Land from other lands of G&B in the vicinity.

In its replies to requisitions, the LLP has confirmed that presently the project continues to enjoy the access as granted by G&B under the Deed of Right of Way dated 30 March 2012.

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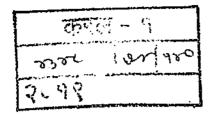
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## ANNEXURE E

### 2.3 Steps Taken

From the steps taken by us for investigating the LLP's title to the Project Land, observe the following: -

- 2.3.1 Observations on search report, revenue records and non-agricultural order
  - (a) Since the Kowl Land and Freehold Land were described in earlier documed Old Survey Nos., we tried to establish co-relation between Old and Nosurvey Nos. and between New Survey Nos. and CTS Nos. (as referred by the PR Card). For this exercise, we relied upon the revenue records (is extracts, Kami Jasti Patrak and PR Card), information provided to us by Grand report/s of our searcher, Mr. Vijay Takke. As there was made discrepancy in the transition of land details from village to CTS recording respect of CTS No. 51, we have chosen to rely only on the PR Card evidence of G&B's title to CTS No. 51.

By order dated 28 August 2014, the Collector, MSD has granted the agricultural permission for the Project Lands on the terms and conditional therein.

Withhdependent PR Card (CTS No. 51B admeasuring 138402 square mathrage the project Land in the name of the LLP.

Confeyance dated 26 June 1945, Indenture dated 30 July 1948, Indenture for the property of the

2.4 Search in the Registrar of Companies

From the search report of Ms. Hetal Kudecha, Company Secretary, Mucdated 25 May 2016 we observe that no mortgage or charge has been comby the LLP over the Project Land.

2.5 Negative search

We conducted finited negative search in available online/computer records (web portal) of the Bombay High Court to determine whether litigation is pending against the LLP in respect of the Project Land. The swas limited to the period of availability of online records (from onwards). We did not conduct manual search for the preceding period. By on this limited search, our search clerk did not come across any litigation.

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#### ANNEXURE E

pending against the LLP.

## 2.6 Requisitions

We administered certain general as well as specific requisitions on title to the LLP pertaining to the Project Land, to which the LLP has furnished us its replies. The LLP has, *inter alia*, informed us that:

- (i) The LLP's title to the Project Land is clear and marketable and free from encumbrances. The LLP has not created any mortgage on the Project Land or any buildings to be constructed thereon;
- (ii) The LLP is paying the balance consideration to G&B in accordance with the payment schedule under the Indenture and has not committed any default in payment. Further, neither has the LLP received any notice of default in payment from G&B nor has G&B raised any dispute in regard thereof;
- (iii) There is no litigation, writ of execution or legal proceeding pending against LLP affecting the Project Land or any building constructed thereon initiated either by any statutory authority or any other third party (including for any tax liabilities);
- (iv) The LLP has not received any notice for acquisition/requisition of the Project Land;
- (v) Certain portions of the Project Land have been reserved for Amenity Space, Parking and D.P. Road;
- (vi) All charges, taxes etc. for the development of the Project Land have been paid till date; and
- (vii) The LLP has also been paying the non-agricultural assessment for the Project Lands.

#### 2.7 Public Notice

In order to ascertain that there are no claims of any third party against the Project Land, we issued Public Notice in The Economic Times (in English) and Navshakti (in Marathi) both dated 9 May 2016 in their Mumbai edition. We have not received any claim or response to these notices till date.

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## ANNEXURE E

2.8 ... Inspection of original title documents

We have inspected the original Indenture of Assignment and Conveyed dated 30 March 2012 and Deed of Rectification dated 10 March 2016 in custody of the LLP on 13 May 2016.

### 3. Conclusion

- 3.1 Based on our observations and all steps recited in paragraph 2 above and assumptions and qualifications mentioned in paragraph 4 below, we are of following opinion:
  - (a) LLP is seised and possessed of and well and sufficiently entitled to the Pri Land as owner/assignee thereof and its name has been mutated in the rese records in respect of the Project Land.
    - The LLP remains responsible to pay G&B the agreed transfer considerally lergis of the Indenture.
    - The Project Land is presently accessible from the Eastern Express High through an access road forming part of CTS No. 53 of Village Vikhov terms of the Deed of Right of Way dated 30 April 2012 executed by Ge favour of the LLP. The LLP's right to use the access road is subject a terms and conditions mentioned in the Deed of Right of Way dated 30 forms and the outcome of Suit No. 679 of 1973 referred to in paragraph.

## 4. ASSUMPTIONS AND EXCEPTIONS

This Title Certificate is subject to the following: -

- (a) On the LLP's instructions, we (in the name of M/s Amarchand & Mang & Suresh A. Shroff & Co. (in dissolution), Advocates and Solid Mumbai) had investigated the fitle of G&B to the Project Lands in 2012. Sar and issued our Title Certificate ("Old TC"). We have also relied at part observations and the steps taken by us at the time of issuing the Old Its the purpose of issuing this Title Certificate.
- (b) We have not physically inspected or visited the site.

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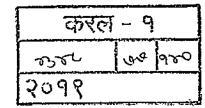
Since, there appears to be a material discrepancy in the transition of details from village to CTS records and relying on the Government's circulated 27 December 1990, 21 December 1998 and 21 January 2006, well

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## ANNEXURE E

chosen to rely only on the PR Card as evidence of G&B's title to the Project Land (relying on Government's circulars dated 27 December 1990, 21 December 1998 and 21 January 2006).

- (d) We express no opinion/view on (i) current or potential user, zoning, reservations, development and F.S.I sanctioned/consumed on the Project Land, and (ii) payment of taxes, assessments etc. in respect of the Project Land.
- (e) We have assumed that:
  - (i) Copies of documents and papers provided to us are accurate copies of originals;
  - (ii) Each document has been signed by persons purporting to sign them;
  - (iii) Each document binds the parties intended to be bound thereby; and
  - (iv) Any statements in the documents, authorizations or any certificate confirmations relied upon by us for issuance of this Title Certificate are correct and otherwise genuine.
- (f) In no circumstances shall the liability, if any, of M/s Cyril Amah Mangaldas, its partners, associates or employees related to services provided in connection with the preparation of this Title Certificate exceed the professional fees paid by LLP in that behalf.
- (g) The information included in this Title Certificate is not meant to be published.

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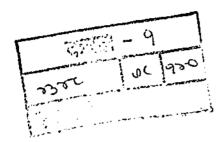
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## ANNEXURE E

## FIRST SCHEDULE

## Part-A

(Description of Kowl Land)

Land admeasuring approximately 28.22 acres situated at Pirojshanagar, Vikhroli, Mar Suburban District Kurla Taluka comprised in the following Old Survey Nos.

Sr. No.	Old Survey No.	Area (in Acs.)
1.	60 (P)	2.11
2.	66 (P)	0.05
3.	67 (P)	0.74
<u></u>	68 (P)	0.31
4.	72 (P)	0.49
	73 (P)	9,30
7	74 (P)	2.29
8.	75	1.81
9.	76	2.12
10.	77 (P)	3.34
11.	78	1,49
12.	79 (P)	4,17
1 124	Total	28.22

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## ANNEXURE E

## Part-B

## (Description of Freehold Land)

Land admeasuring approximately 5.98 acres situated at Pirojshanagar, Vikhroli, Mumbal Suburban District Kurla Taiuka comprised in the following Old Survey Nos. -

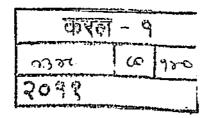
oli, Muma	Sr. No.	Old Survey No.	Area (in Acs.)
out, Niumas	1.	60 (P)	0.40
	2.	67 (P)	1.01
	3.	72 (P)	2.00
	4,	73 (P)	0.30
	5.	74 (P)	0.03
	6,	77 (P)	0.88
	7.	79 (P)	1.36
	·	Total	5.98

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## ANNEXURE E

## Part-C

## (Description of Project Land as per the Indenture)

Non-agricultural freehold/leasehold lands admeasuring approximately 34,20 as (equivalent to 1,38,402 square meters) comprised in the following CTS Nos. of Vilg Vikhroli, Taluka Kurla, Mumbai Suburban District and situated at Pirojshanagar, Vikhroli, Kurla Taluka –

Sr. No.	CTS Nos.	Area (Acs.)	Area (in s.m.)
î.	51 (P)	18.5205	81681.0
2.	52 (P)	12.9317	45601.3
3.	52/1	0.0178	72.0
***	52/2	1.4588	5903.6
5.	52/3	0.0059	24.0
6.	\$ 52/4	0.0056	22.8
7.	\$ 52/5	0,0032	13.9
8.	10 g 52/6	0.0402	162.8
9.	52.7	0.0350	141.6
10.	52/8	0.0226	91.5
п.	52/9	0.0431	174.5
12.	52/10	0.1349	546.1
13.	52/11	0.1349	546.1
14.	52/12	0.0654	264.5
15.	52/13	0.0425	172.1
16.	52/14	0.0298	120.6
17.	52/15	0.3386	1370.3
18.	<u> </u>		393.4
19.	52/17	0.2720	8.0011
	Total	34.2000	138402.0

The lands have been re-surveyed and now bear new CTS No. 51B of Village Vikhroli.

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## ANNEXURE E

# SECOND SCHEDULE

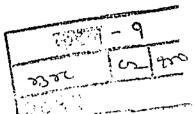
	1	(List of documents relied upon)				
	Sl. No.	Document Document				
20 am		PR Card/Plan				
of Villa Vikhad		Revenue Records relating to Project Land				
VIKIII	2.	2. Layout Pian				
n.) §	(C)	Laud Documents				
u., g	3.	Translation of Kowl dated 7 July 1835 and supplementary writing bated-304 November 1837				
	4.	Indenture dated 28 October 1929 made between Moolji Haridas (as Transferor), Central Bank of India Limited (as Mortgagees), Herbert Victor Lee (as Trustee) and Amrailal Amarchand (as Transferee) registered with the Sub-Registrar of Assurances at Bombay under Serial No. 5422 of Book No. 1				
	5.	Conveyance dated 26 June 1945 made between Amratlal Amarchand, the Official Assignee, Vrajlal Jiwandas and Bai Javerbai, Mulji Savehand and Gangabai and Naeroji Pirojsha registered with the Sub-Registrar of Assurances at Bombay under Serial No. 3534 of Book No. 1				
	6.	Indenture dated 30 July 1948 made between Nowroji Pirojsha (as Vendor) and G&B (as Purchaser) registered with the Sub-Registrar of Assurances at Bombay under Serial No. 3050 of Book No. 1				
	7.	Indenture dated 30 March 2012 made between G&B and the LLP registered with the Sub-Registrar of Assurances at Kurla under Serial No. BBE-3/6638/2012 on 10 July 2012				
	8.	Deed of Right of Way dated 30 March 2012 executed between G&B and the LLP registered with the Sub-Registrar of Assurances at Kurla under Serial No. BBE-3/6679/2012 on 10 July 2012				
	9.	Deed of Rectification dated 10 March 2016 registered with the Sub-Registrar of Assurances at Kurla under Serial No. KRL-2/3957/2016 on 21 April 2016				
		Litigation				
	10.	Proceedings in Bombay High Court against G&B, being Suit No. 679 of 1973				
	11.	Consent Terms dated 26 July 1973 in LA Ref. No. 48 of 1969				
0		Others				
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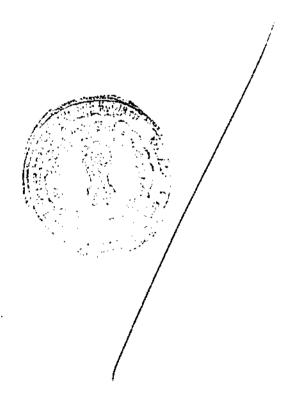
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## ANNEXURE E

Sl. No.	Document
12.	Search Reports of Mr. Vijay Takke and Ms. Hetal Kudecha
13.	Correspondence with and replies to requisitions on title from G&B and the LLP



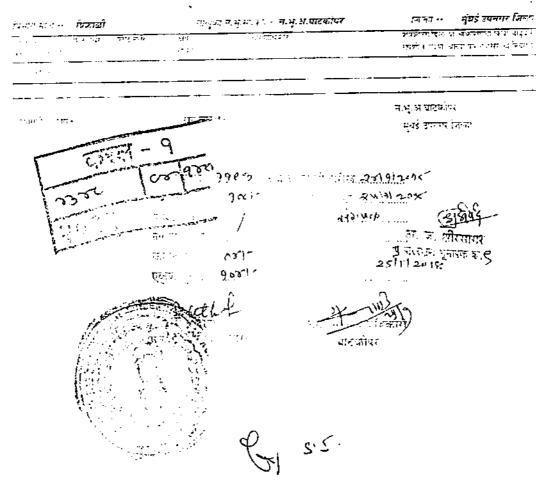
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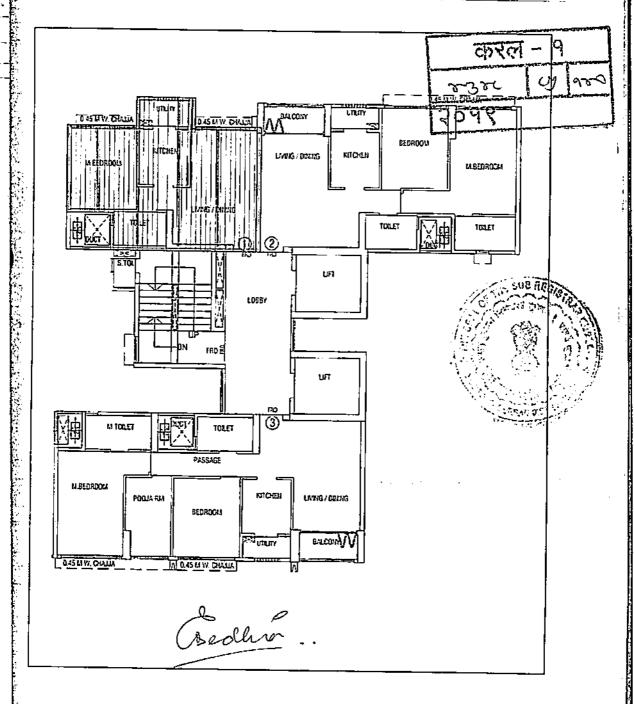
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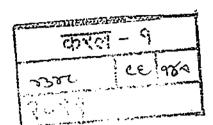


ANNEXURE G

**FLOOR PLAN** 

FLAT NO. 1101 \_\_ FLOOR \_\_\_\_\_\_ WING \_\_\_\_\_ R\_\_\_\_\_



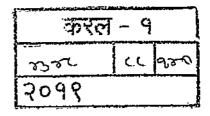




# ANNEXURE - H FLAT SPECIFICATION

#### **FLOORING**

Italian Marble in living room / kitchen / bedrooms/passage
Engineered wooden flooring in master bedroom and child bed
Vitrified titles in toilets
Italian Marble in common areas including ground floor
Indian Marble – Window sill and thresholds



#### FRAME FOR DOORS & WINDOWS

Main Door - Teak Wood Door Frame

Bedroom Doors - Red Maranti Wood Door Frame

Toilet Doors - Red Maranti Wood Door Frame

Windows - Double Glazed Aluminum Windows with mosquito Net

## CP & SANITARY FITTINGS:

Roca - Premium Toilet range or equivalent range in Master Bedroom Toilet Roca or equivalent Brand in Other toilets, Kitchen, Utility area Parryware/ Johnson or equivalent brand in Servant Toilet (if any)



## OTHER PROVISIONS:

Kitchen platform - Quartz

Modular Kitchen with Hob & Chimney

Split AC in all Bedrooms. Living/Dining

Video door phone

Pipe gas connection

Exhaust Fans in all Toilets and Kitchen

Shower Cubicle in Master Bedroom Toilet

Instant Water Heaters in all Toilets

#### **ELECTRICALS**

Modular switches of Legrand/Crabtree/Schneider or equivalent make, all internal wirings (complete)

#### WALL FINISH

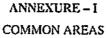
Luster paint finish - Living room, Bedroom, Dining room, Lobby and Passage.

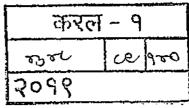
Kitchens feature tiles up to 2'-0" above the counter and paint in the balance areas.

Tiles upto7 feet and luster paint above tiles up to ceiling in all toilets.

Water bound distemper in the Utility Room.







SAVE ANE EXCEPT the exclusive areas, amenities and/or facilities as be provided with the Phase as more specifically detailed in the Agreement. The COMMON AREAS shall be as under.

- Common areas in the Wing/Building/Phase;
  - i) staircases, lifts, lobbics, passages, mid-landings, shafts, fire escapes, common entrances and exits of the building/wing;
  - ii) Common basements, common terraces, common parks and/or play areas, open parking areas;
  - iii) Installations of central services such as electricity, gas, water, and sanitation, air conditioning and incinerating, system for water conversation and renewable energy;
  - iv) Water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installation for common use;
- 2. Common facilities in the building/wing:
  - i) Lifts in each wing.
  - ii) Underground/Overhead water tanks/lift machine rooms, water pipes.
  - iii) Meters and gas pipes, pumps rooms, generator rooms, substation rooms driver/staff rooms and washrooms.
  - iv) Electrical Common board wiring and switches.
  - v) Common area lighting & meters.
  - vi) Internal Roads and setback areas.
- Common Facilities in the layout:
  - i) Internal driveways & Gate.
  - ii) Landscaped spaces on ground.
  - iii) Storm water drains and Rain Water harvesting system/filtration system.
  - iv) Common water main lines, water pumps and water tanks.
  - Common Facilities for all the residential phases in the layout.
    - Common clubhouse having gymnasium, multipurpose hall, swimming pool and other ancillary facilities.

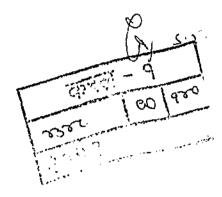
#### COMMON AREAS SPECIFICATION FOR THE WINGS:

- Otis/Kone/Schindler or equivalent Brand Lifts having capacity of sixteen persons.
   Two Wings per each wing viz. P, Q, R, S and T.
- 2. Paint /External Finishes: Weather Shields / Sandtex or equivalents.
- 3. CONTROL ROOM: CCTV for common areas on the Ground Floor and Basements.





- WATER SUPPLY / TREATMENT FACILITY: Underground / Basement water tanks having electro pneumatic system water supply. Water treatment plant / sewage treatment plant in the basement.
- ELECTRICITY: Substation within the complex Electricity is supplied at the entrance to the premises.
- FIRE CONTROL: Wet risers and sprinklers, smoke, detectors, etc. as per CF0 norms.





ANNEXURE J

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करल - १ ७०८ ७० १४०

Maharashtra Real Estate Regulatory Authority 098

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'
[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number : P51800000158

Project: The Trees, Origins, Plot Bearing / CTS / Survey / Final Plot No.: Part of 51/B at Kurla, Kurla, Mumbal Suburban, 400079;

- Godrej Properties Limited having its registered office / principal place of business at Tahsil: Kurla, District: Mumbal Suburban, Pin: 400079.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
    allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate
    (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates
    of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be
    maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose
    as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
     OR

That entire of the amounts to be realised hereinafter by promoter for the real estate project promittle allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.

- The Registration shall be valid for a period commencing from 05/07/2017 and ending with \$6/06/2022 unless
  renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with
  rule 6.
- The promoter shall comply with the provisions of the Act and the rules and regulations made there unt
- That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.

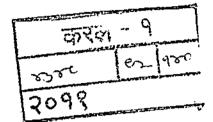
Signature valid Digitally Signed by Dr. Vasant Premanand Prabhu (Secretary, MahaRERA) Date:2/20/2018 3:16:39 PM

Dated: 05/07/2017 Place: Mumbai



5.5

Signature and seal of the Authorized Officer Maharashtra Real Estate Regulatory Authority





करल - १ *ያ*ያየረ २०१९

Page 1 of 1

व्यवस्था प्रमास पावती Original/Duplicate Monday, January 1.2, 2018 नोंदर्णी कं. :39म 5:53 PM Regn.:39M

पानती हैं: 1052 दिनांक: 22/01/2018

गावाचे ताव: विकाळी

दम्रार्गेनजाचा अनुक्रमांकः करल 1-845-2018 दम्मोद्रजाचा प्रकार : सोशन पॉयर ऑफ क्षेटर्नी

सादर सरमान्याचे नाय: मोदरेज प्रॉपर्टीज निमिटेड में ऑयोगाउअ सिप्रेटरी नमना मेहरा ...

नोडधी धी दस्त हाताळणी फी पृष्ठांची मंद्रवा: 16

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वाजार मुख्य: २.५ ८ मोबदसा क.0/-मन्त्रेले मुद्राक शुल्क : र. 500/-

t) देवकाच्य प्रकार: By Cash राह्मा স 100/-2) देवनाचा प्रकार, By Cash रक्कम: रु 320/-

He Erki d Mer Heller

1/22/2018

46 CHALLAN MTA Form Number

Date 15/01/2018-12 52:47 Form ID BARCODE RUMTHERMIRERUM DUC EEDILI DIO MH009419995201718E Payer Details Inspector General Of Regionation Department TAX ID (If Any) Stamp Duty Type of Payment Stamp Duty PAN No (II Applicable) GODINES PROPERTIES LIMITED Full Name KRL1\_JT SUB REGISTRAR KURLA NO : Guerry Only, 5th 1 det. Fix. (charage Flat/Block No. 2017-2018 Amount in Ro. Premises/Building d Details Eustana Express Highway 500.00 Road/Streut 0030345504-Selb of NonJudicia, Stamp vikhroti (East), titumbar Area/Locality Town/City/District PiN Remarks (If Any) SecondPartyNorme=MAYNUK PORDAR AND OTHERS Tive Hundred Rucces Only Amount in 500 00 Words FOR USE IN RECEIVING BANK PUNJAB NATIONAL BANK Payment Details 03006172018011500392 170 Re' No Bank City Cheque-DD Details 16 15/01/2018-12 56:07 Barik Cate | RBI Date Cheque/OD No. PUNJAB NATIONAL BANK Bank-Branch Name of Sank 01/2018 رأ Scroll No Date Name of Branch

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Page 111

\_\_ Print Date

CHALLAN MTR Form Number-6 BARCODE FINITEMENTED SOM FEDDINED FI Date 15/01/2018-12:53:47 Form ID 45(f) 12:103419995201713E Inspector General Of Registration Payer Details Stamp Duty TAX ID (If Any) Dayment Stamp Duly PAN No.;!! Applicable) ıD KRUI JIT SUB REGISTRAR KURLA NO I Full Ramo GOOR: 1 PROPERTIES LIMITED MUMBA1 Godrej One, 5th floor, Piro Flot/Block No. 2017-2018: One Time 089 Premises/Building Account Head Details Amount In Rs. TEC Eastern Express Highway යි. Sag of NonJuanal Scamp 500,00 Road/Street Area/Lecality Váltrol (East), Mumbai aragar Town/City/District o 4 0 0 PIN Remarks (If Any) SecondPartyRame=MAYANK PODDAR 5ND Amount In 500,30 Werds B REGIS FOR USE IN RECEIVING BANK er Detain **FUNJAB NATIONAL BANK** 03005172018011500382 Rei. No. Cheque-DD Details Back CIN RBI Date 15/01/2018-12 58:0 ىادون Bank Date PUNJAB NATION Bank-Branch ИK Not Verifica with S ScrcB No., Date Motific only, Not valid for document to be registered in Sub Registrar office only, Not valid for unregistered document with the Council of ЯK No. : enent. sl e.gz 5 Print Date 15-01-2018 12:57:23 Detree ate 22-01-2 🚱

SPECIAL POWER OF ATTORNEY

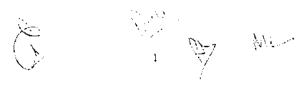
TO ALL TO WHOM THESE PRESENTS SHALL COME that We, G PROPERTIES LIMITED (CIN:L74120MH1985PLC035308)—(PA AAACG5995M), a company incorporated under provisions of the Compa 1956, by the hands of its Executive Chairman, Mr. Pirojsha Godrej, h registered office at Godrej One, 5th floor, Pirojshanagar, Eastern Express 1 Vikhraji (East), Mumbai 400 079 ("GPL"), DO SEND GREETINGS:

9 WHEREAS:

Lodrej Properties Limited (\*GPL\*), being in the business of a development and construction, is required to sign, execute and agreements, documents, deeds, letters and other incidental doct letters with various parties whether by way of sale, lease, license, or otherwise in respect of flats, units or premises in respect of a "The Trees" situated at Pirojshanagar, Vikhroli East, Murabai (\*Project\*) being constructed on freehold-reasehold lands ad approximately 34,20 acres situated at Pirojshanagar, Village Vikhroli Kurla, Mumbai Suburban District and more particularly describ Schedule hereunder written (\*Property\*).

Pursuant to the GPU's Board Resolution dated 4th December 2 Birojsha Godrej. Executive Chairman, am authorized to apport persons' issue power of attorney to sign, execute interaliable, agreements for sale, sale deeds, deeds of transfer, confirmation, deeds of rectification, deed of cancellation and/or letters, deeds, documents including towards Society Formation or Formation Application or deeds of apartment or declaration conveyance assignment in favor of the association/society aper condominium and/or other incidental documents ("Agree Document") with intended purchasers of the Project and lodge to registration in the office of Sub-Registrar Joint Sub-Registrar of at Taluka Kurla or any other sub-registrar in respect flats units/commercial units/office shops and any other premise Project and delegate the authority of admitting the execu-Agreements for Sale Deed/Document.

 In furtherance thereof, GPI through and by the hands of i Chairman Mr. Pirojsha Godrej, under the above Board Resol



authorized nominate and constitute (1) Namrata Mehra (Associate Vice President) (2) Mayank Poddar (General Manager), (3) Saranyan R (Sr. Manager) and (4) Ekta Dedhia (Manager), all having office address at Godrej One, Firojspanagar, Eastern Express Highway, Vikhroli (East), Mumbai – 400 070, to be our true and lawful attorneys (hereinafter referred to as "the Attorney") to do, execute and perform all or any of the following acts, deeds, matters and things on behalf of GPL, jointly and/or severally, that is to say:-

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Excell Excellentia Excellentia (i) To sign and execute the Agreement /Peed /Document (as defined above) for and on behalf of GPL with the intending purchaser(s) for sale, lease, license or mortgage of flats/units/commercias/units/office shops and any other premises in the Project and put them in possession of the same.

क्रस्ल

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To appear before the Sub-Registrar/Join Sub-Registrar of Assurance at Takuka Kurla and present for registration and admit execution of Agreement /Deed /Document duly executed by the Attorney either severally or jointly in respect of flats/units/ commercial units/office shops and any other premises within the Project and do all such acts and things as may be necessary for the purpose of registration unorthing Registration Act, 1908.

(iii) To sign necessary forms, declarations, affidavits and other physical required for registration of the Agreement /Deed /Document aforesaid and to take delivery of the same so registered by given appropriate receipts thereof.

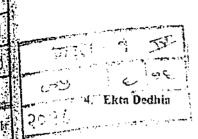
- (iv) To substitute and appoint from time to time one or more attorneys or attorney or delegate/sub-delegate with same powers granted hereunder and/or limited powers.
- (v) This Power of Attorney shall be valid until it is expressly revoked by GPL or till the above said Attorney are in the employment of GPL.

AND GENERALLY to do all such lawful acts, deeds and things in connection with the above matters as our Attorney shall deem fit and proper as fully and effectually as I would do myself.



AND I doth hereby ratify, approve and confirm all and vinasoever shall lawfully do admit or perform or cause to be done, admitted or performed virtue of these presents. IN WITNESS WHEREOF I have set my hands to this Special Power of And on this 22nd by of January 2018 THE SCHEDI LE ABOVE REFERRED TO: (Description of the said Property) ALL that piece or parcel of land bearing new CTS No- 51/B and old CTS 230 52/1 to 17, situate at Pirojshanagar, Vikhroli, District Kurla, Ma 079, in the Registration District and Sub-District of Mumbai City and Suburban. Signed and Delivered For GODREJ PROPERTIES LIMITED By the within named Godrej Properties Limited EXECUTIVE CHAIRMAN Through its Executive Chairman By the hands of Mr. Pirojsha Godrej ∳€cepted: For GODRE Namrata Mehra 2. Mayank Poddar 3. Saranyan R

::\:







For GOOREY PROPERTIES LIMITED

Control Signatory



Witness:

In presence of

- 1. AKCHANA RAO SALLO
- 2 Ajay Malia

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Lauren	०१९		<del>,</del>





Godrej Projectio La Regd,Office: Georgia 5% i tech Projection, pr Extend Spices Holman Sukhod i no Munta 48 Tol. Holled Confel Tax: ext-22-6169 see Welling Seed godrepm

CONTRACTOR MANAGEMENTS

PASSED BY THE MANAGEMENT COMMITTEE OF THE BOARD OF DIRECTORS OF GOORNE OF CONDITION ON DECEMBER 04, 2017

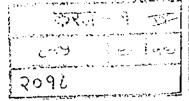
RESOLVED THAT Mr. Pirojsha Godrej - (Executive Chairman). Mr. Mohit Maihotra - (Managing Discertor & CEO). Mr. Surender Varma - (Company Secretary & Chief Legal Officer), Ms. Namnata Mehra, Mr. Mayank Poddar. Mr. Saranyan R. and Ms. Ekta Dedhia (hereinafter referred to as "Authorised Signatories") be and are hereby severally authorised for and on behalf of the Company to execute Agreement for Sale, Sale Deed, Deed of Transfer. Mortgage Letters, No Objection Certificate(s), allotment letters, instalment letters, receipts for payments received, Confirmation Deeds and Rectification Deeds, with respect to the flats/units in the projects known as "The Trees" situated land bearing new CTS No-51/B and old CTS No. 51(pt), 52(pt), 52/1 to 17, and further to admit execution at the Sub-Registrar's office, as also to authorize others by way of Power of Attorney to do all acts under this resolutions including admitting execution at the Jub-Registrar's office and do all such acts, deeds, actions, writings authorize that may be necessary to give effect to sale of flats/units constructed/marketed-by the Company as also for internal transfers of flats/Units at project known as "The Trees" fooned and Pirojsbanagar, Village Vikhroli, Taluka Korls, Mumbai Suburban District.

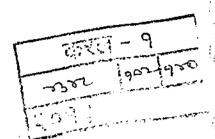
RESOLVED FURTHER THAT the authority conferred by this resolution will be valid and subsisting till the above authorised signatories are in the employment of Godref Properties Limited or any of its affiliate companies/entities and shall ipso facto cease to be insertitive or carrier of the date on which it is revoked by a resolution passed by the the Board of Directors of the Committee or the date on which any of the authorised signaturies ceases to be in confidenced in Conference of the Companies/entities."

Sr. Sperimen Signature of No. Authorised Signatury	PAN No.	Signature
Mŝ. Naurata Mehra	ACLPN4642C	William William
2 Mr. Mayank Poddar	ANSPP2320F	10.14 JES-

Exercise?

perties lie د داسانونه करन - १ T. se Higher Manha- 🐯 11/9350 ع ۹ 687 1164 033 2096 Signature Specimen Signature of PAN No. No. Authorised Signatory Mr. Saranyan R BZUPS7144B Ms. Ekta Dedhia AMKPD6824B क्रंश्ल - १ otra -For Godrej Properties Limited Legal )edhia ed for ınsfer, as for s/units IS No. Surender Varma also to Company Secretary & Chief Legal Officer luding gs audin Date of Issue: December 28, 2017 by the जिल्ले ही Jan J





ज्ञायकर विभाग क् TATOMETAX DEHALIKAN

भारत सरकार COVE OF INDIA

GODREL PROPERTIES LIMITED

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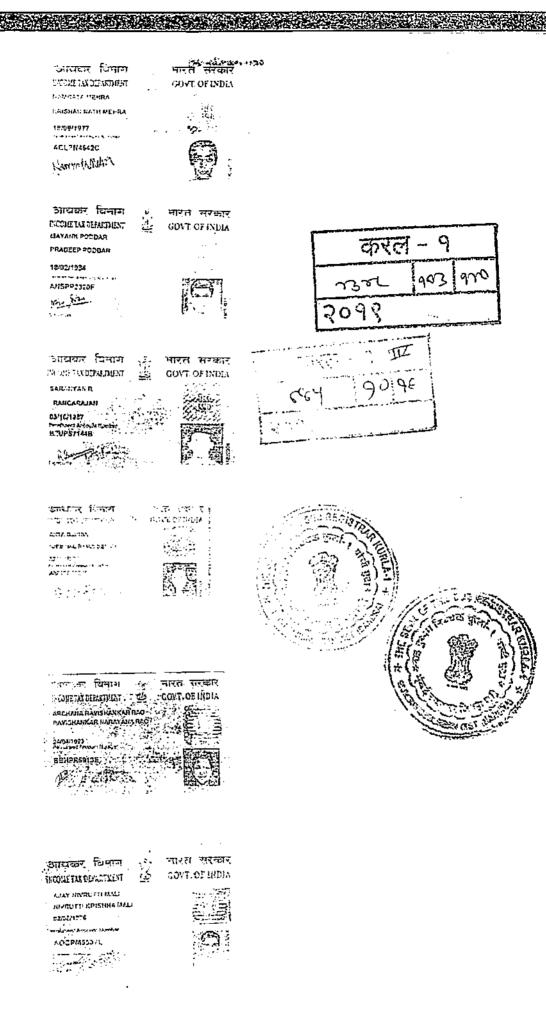
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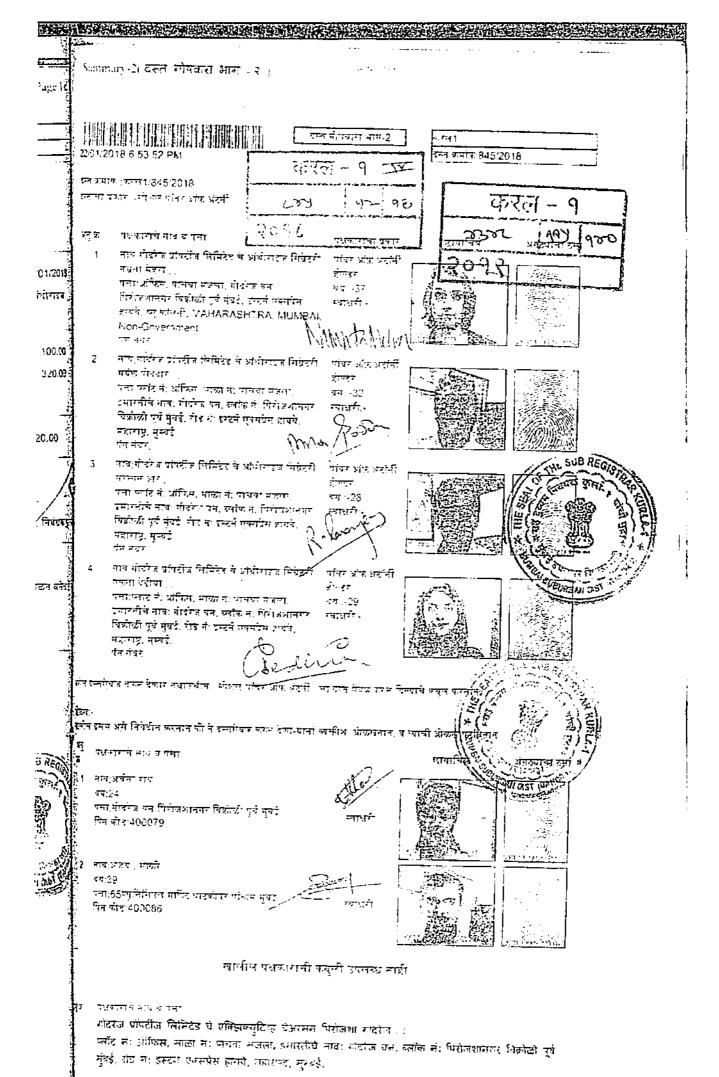




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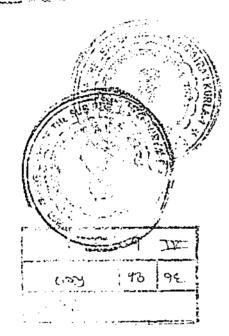


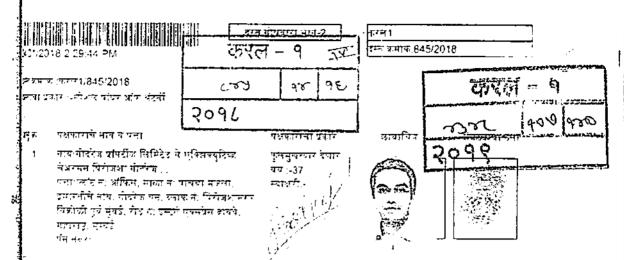
Page! Summary 1 (Dastgoshwara bhag 1) दस्त गोपवारा भाग-1 501,110,51151 मोमबार 22 जानेवारी 2018 6:53 म.नं. दस्त कमांफः 845/2018 दस्त क्रमांकः करला /845/2018 मोबदला, म ३०% बाजाय भूलप: य. 01/-धरतेले मुद्रांक शुल्कः स.500/-पायती विनोक्तः 22/01/201 दु, नि. सह, दु, नि. फरल1 यांचे कार्यानयान बादरकरणाराचे नाव: ग्रीदरेज प्रोपटींब विभिटेट वे अंथीरहर भ्र. फ्रे. 845 यर दि.2<u>2-</u>01-2018 भिग्नेटरी नष्टना नेहरा 👑 राजी 6<mark>6</mark>2 म.न. या. × 100.00 संदर्भी फी ≈ 320 X दस्त हानाळणी की पृष्टांची मंख्या, 16 दन्त द्वजर करणान्याची मही: एकुण: 429.00 द्, निवंधक कुर्जा 1 दन्ताचा प्रकारः स्मॅशल पांचर आफ अंटर्नी å जेव्हा को प्रक्तिफलार्थ देण्यात आलेला असून@ त्यासुके कोणनीई। स्थायर मालमका विसम्पर्जरा प्राप्तिकार निळत श्रेकी शिक्षा के 📝 22 / 01 / 2018 06 : 32 : 00 PM वी नेक (सादरीकरण) शिक्का के. 2 22 / D1 / 2018 06 : 33 : 10 PM ची चेक्का (की) 



EPayment Details

Epayment Number MH009419995201718E Defacement Number 0005391337201718





रेने इस्तरियाण करने देणार तथाकथीन । संप्रशंत पॉवर ऑफ अंटर्नी । ना इस्त रिकड करने दिल्<mark>याने सबुल कर</mark>नात,

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द्वायान्त्रियः

अंगठ्याचा रुगा

### खालील पक्षकाराची कब्रुली उपलब्ध आहे .

विश्वपारको साथ व प्रमा

गोदरेज पॉपर्टीड लिमिटेड चे ऑथोराइज सिबंदरी नम्रमा भेहता . 🗈

ऑफिस, पाचवा भजना, गोदरेक बन , पिरोक्रशानगर विकोक्को पूर्व मुंबई, इस्टर्न एक्सप्रेस हावये, प्से बानिसी,

MAFARASHTRA, MUMBAI, Non-Government.

पोदरेज प्राप्टींब लिमिटेड वे अधिराहात सिधेटरी सबक पोदराज : प्लॉट नें: ऑफिस, माळा न: पाचेचा सकला, इसारतीचे लाय: गोदरेज बन, क्टरंक में: पिरोजशानगर विक्रोळी पूर्व मुंबई, ' इस्टर्स एक्सप्रेस हाथवे, सहाराष्ट्र, सुम्बर्ध,

गोदरेज प्रांपर्टीज लिमिटेड वे ऑयोराइज सिग्रेटर सरस्यत आर 🚉

लाँद ने ऑफिस, साळा नं पाचवा सजला, दभारतीचे नाव: गोदोज यम, व्यक्ति नं गिरोज्धानगर विक्रोळी पूर्व मुंबई, रोड नं, इस्टर्न सक्तप्रेस हायवे, महाराष्ट्र, मुख्यदें,

गोंदरेज प्रकिटींत निभिटेड ने ऑथोनाइज सिग्नेटरी सकता देरीया .

्लांट में: ऑफिस, माळा न, पांचवा मजस्य, इमारतीचे ताव: गोदरेज थन, क्योक न: पिरोझशतस्यर रिक्रोकी दूर्व गुंवई, रोड स इस्टर्न एक्सप्रेस हायवे, महाराष्ट्र, मुख्यडं

ला क.4 ची बिहुरि 94,01-/ 2018 C8: 17: C9 PM

मिरंधक कुन्ती ।

EPayment Details.

Epayment Number MH009419995201718E

Defacement Number 0005391337201718

845 / 2018

Kniw Your Rights as Registrants

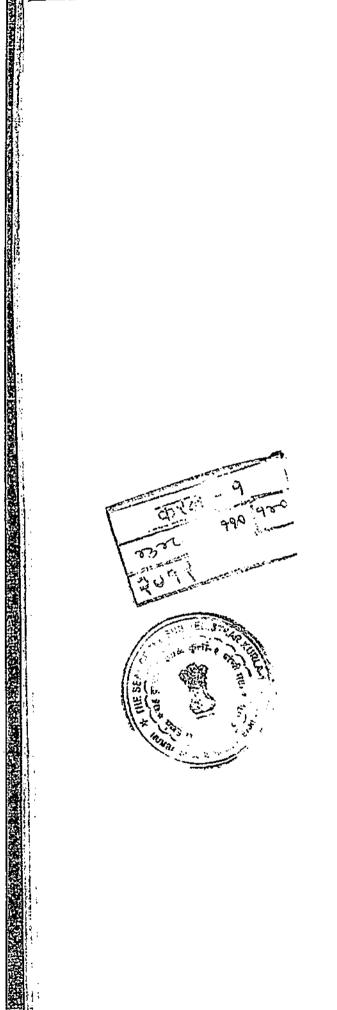
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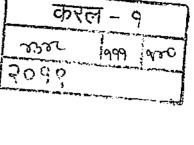
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#### CHALLAN MTR Form Number-6

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## SPECIAL POWER OF ATTORNEY

3095

TO ALL TO WHOM THESE PRESENTS SHALL COME that We, (i) Ms. Namirata Mehril, an adult Indian inhabitant, aged 40 years, (ii) Mr. Mayank Poddar, an adult Indian inhabitant, aged about 32 years, (iii) Mr. Saranyan R, an adult Indian inhabitant, aged about 28 years and (iv) Ms. Ekta Dedhia, an adult Indian inhabitant, aged about 29 years, all being Authorized Signatories of Godrej Properties Limited, a company incorporated under the provisions of the Companies Act. 1956, having its registered office at Godrej One, 5th floor, Phojshanagar, Eastern Express Highway, Vikhroli (East), Mombai 490 079 ("GPL"), DO SEND GREETINGS:

### WHEREAS:

Godrej Properties Limited (GPL), being in the pusiness of real estate development and construction, is required to sign, execute and/or register agreements, documents. Jeeds, letters and other incidental documents or letters with various parties whether by way of saie, tease, license, mortgage or otherwise in respect of flats, units or premises in respect of the project. The Trees' situated at Pirojshanagar, Vikhroli Fast, Mambal 4400 (Project') being constructed on freehold/casenold lands adregasing approximately 34.20 acres situated at Pirojshanagar, Village Vikhroli, Taluta Karla, Mambal Suburban District and more particularly efficience in the Schedule hereunder written (Property').

Parsuant to the GPL's Board Resolution dated 4th December 2017 and Power Atterney dated 22th January 2018 registered with the office of the Jan Rob-Registrar of Assurance at Karla-I bearing Registration Non-KRE 19845/2018, We. (i) Namrata Mehra. (ii) Mayana Poddar, (iii) Saranyan R. and (iv) Ekta Dedhia, have been jointly and/or severally authorized on behalf of GPI, to sign, execute interalia allotment letter, agreements for sale, sale deeds, deeds of transfer, deeds of confirmation, deeds of rectification, deed of cancellation and/or any other letters, deeds, documents including towards Society Formation or Apex Body Formation Application or deeds of apartment of declaration, deed of conveyance/ assignment in favor of the association-society/apex body(ies); condominium and/or other incidental documents ("Agreement/ Deed / Document") with intended purchasers of the Project and lodge the same for registration in the office of Sub-Registrar/ Joint Sub-Registrar of Assurances at Taluka Kurla or any other sub-register in respect of several flats/units/commercial units/office/shops and any other premises within the Project and delegate the authority of admitting the execution of the Agreements (Deed /Document,

- C. We, jointly or severally, are unable to appear before the Sub-Registrar/Joint Sub-Registrar for admitting execution of Agreement/Deed/Document.
- D. We, therefore are desirous of appointing (1) Ms, Kavita Rao (Asst. Mgr.), and adult Indian inhabition, aged about 31 years; (2) Ms. Dolly Sharma (Senier Executive), an adult Indian inhabitant, aged about 32 years; (3) Mr. Summa Mahadik (Asst. Mgr.), an adult Indian inhabitant, aged about 33 years; (4) Mg. Rahul Mahhas (Senier Executive), an adult Indian inhabitant, aged about 38 years; (6) Mr. Senior Executive), an adult Indian inhabitant aged about 28 years; (6) Mr. Muktand Laiwani (Senior Executive), an adult Indian inhabitant, aged about 29 years and (7) Mr. Ravi Chaudhery (Senior Executive), an adult indian inhabitant, aged about 31 years (together referred to

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ल - १ - [3 The Attraces of the having office address at Godrej One. Pirojshanagar, Eactorn to press Highway, Vikhroli (East), Mumbai - 400 079, as our Attorneys to locally and/or severally attend the office of the Sub-Registrar to admit execution of the Agreement/Deed Document on and for our behalf and which the Attorneys have agreed to do.

(i) Ms. Poddar, It Indian, tabilant, mited, x tving its

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NOW KNOW ALL MEN AND THESE WITNESSETH THAT We, (i) Ms.
Namirata Mehra, an adult Indian inhabitant, aged 40 years, (ii) Mr. Mayank Pad Intercentional an adult Indian inhabitant, aged about 32 years, (iii) Mr. Saranyan R, an adult Indian inhabitant, aged about 28 years and (iv) Ms. Ekta Dedhia, ac adult Indian inhabitant, aged about 29 years, do hereby nominate, constitute and appoint jointly and argument severally (1) Ms. Kavita Rao (Asst. Mgr.), (2) Ms. Delly Sharma (Senior Executive).

(3) Mr. Sumeet Mahadik (Asst. Mgr.), (4) Mr. Rahul Manhas (Senior Executive).

Ms. Joycee Dscuza (Senior Executive) (6) Mr. Mukund Lalwani (Senior Executive) and (7) Mr. Rav. Chaudhary (Senior Executive) ("Attorneys"), who have subscribed

Ms. Joycee Dseuza (Senior Executive) (6) Mr. Mukund Lalwani (Senior Executive) and (7) Mr. Ravi Chauchary (Senior Executive) ("Attorneys"), who have subscribed their signature in token of identification, to be our true and lawful attorneys for and on our behalf for doing all or any of the acts deeds, matters and things pertaining to admitting execution of inter alia allotment letter, agreements for sale, sale deeds, deeds of transfer, deeds of confirmation, deeds of rectification, deed of cancellation and/or any other letters, deeds, documents including towards Society Formation or Apex Body Formation Application or deeds of apartment or declaration, deed of conveyance/assignment in favor of the association/society/apex body(ies)/condominium and/or other incidental documents ("Agreement/Deed/Document") executed by us either jointly or severally in respect of the Property, jointly and/or severally, that is to say:

To appear before the Sub-Registrar-Joint Sub-Registrar of Assurance at Sub-Registrar of Assuranc

registration of the Agreement /Deed /Document as aforesaid and to take delivery of the same so registered by giving appropriate receipts thereof.

 This Power of Attorney shall be valid until it is expressly revoked by GPL or the above said Attorneys are in the employment of GPL.

AND GENERALLY to do all such lawful acts, deeds and things in connection with the above matters as our attorneys shall deem fit and proper as fully and effectually as we could do ourselves.

AND we doth hereby ratify, approve and confirm all and whatsoever the said Attorney shall lawfully do admit or perform or cause to be done, admitted or performed by virtue of these presents.

IN WITNESS WHEREOF we have set our hands to this Special Power of Attorney on this <u>24u</u> day of February, 2018.

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## THE SCHEDULE ABOVE REFERRED TO

(Description of the said Property) 🔾 🔾 🤄 🐍

All, that piece or parcel of land bearing new CTS No-51/B and old CTS No. 51/pt. 52(pt), 52/T to 17, situate at Pirojshanagar, Vikhroli, District Kurla, Mumbai 400 079, Mumbai Suburban.

Signed and Delivered Godrej Properties Limited By its Authorized Signatories

For GODREJ PROPERTIES LIMITED

Authorised Signatory

4. Mas Samrata Mehra

1998 Pro Nayash Poddar

For GODRES, PROPERTIES LIMITED

្ន Puthorised Signat**on**្ស

3. Mr. Saranyan R

For GODRES PROPERTIES LIMITED

Authories 1.8 Justory

l, Ms. Ekta Dedhia

a presence of

Okshov Woval - Missay

For GODRES BROSERTIES LIMITED

Authorised Signatory

Accepted:

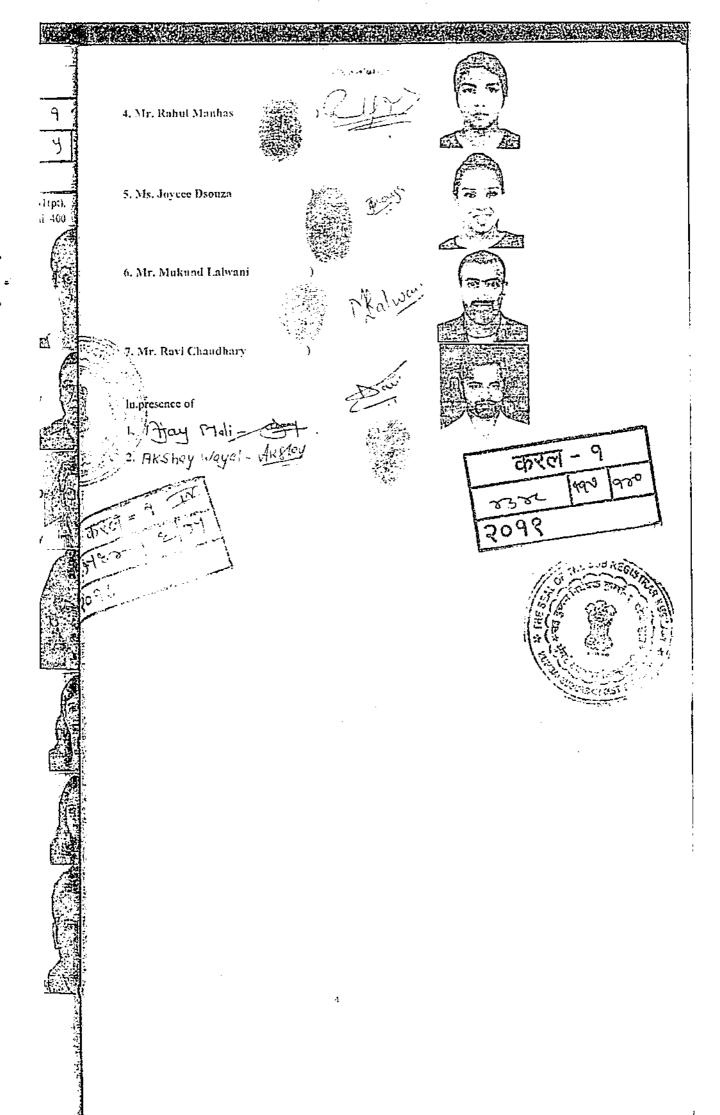
1. Ms. Kavita Rao

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2. Ms. Dolly Steame

\* Source

3. Mr. Sameet Mahadik



Cindrej Properties Limital Regal. Office: Gostop Cor Chinos, Proceduração Lucian Express High vo vide and chin Mariota (CM Teles sell 22 alexano Francisco vide apoliconomia.

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CERTIFIED TRUE COPY OF THE RESOLUTION TY CO PASSED BY THE MANAGEMENT COMMITTEE OF THE BOARD OF DIRECTORS OF GODRED 9 ( PROPERTIES LIMITED AT ITS MEETING HELD

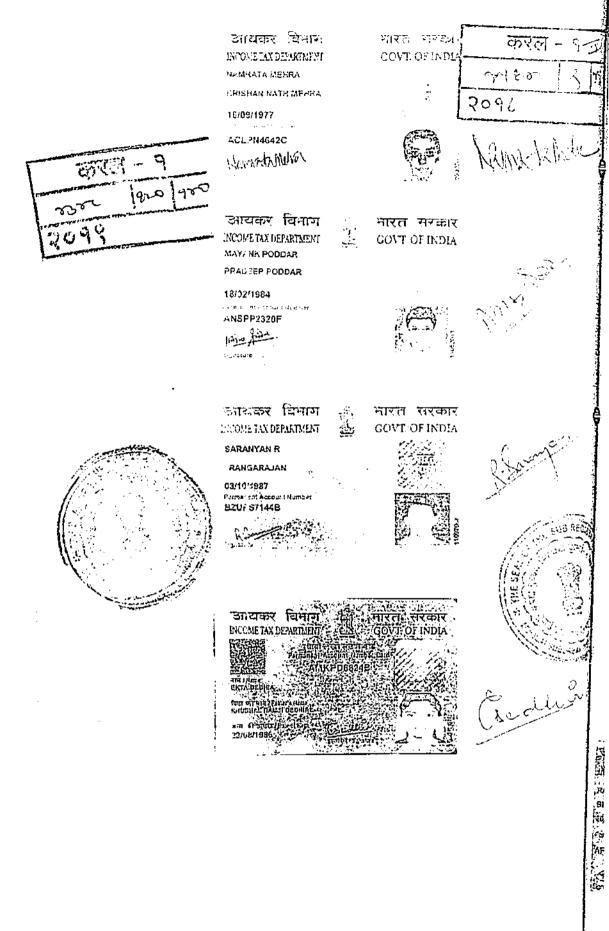
996 98 OON DECEMBER 04, 2017

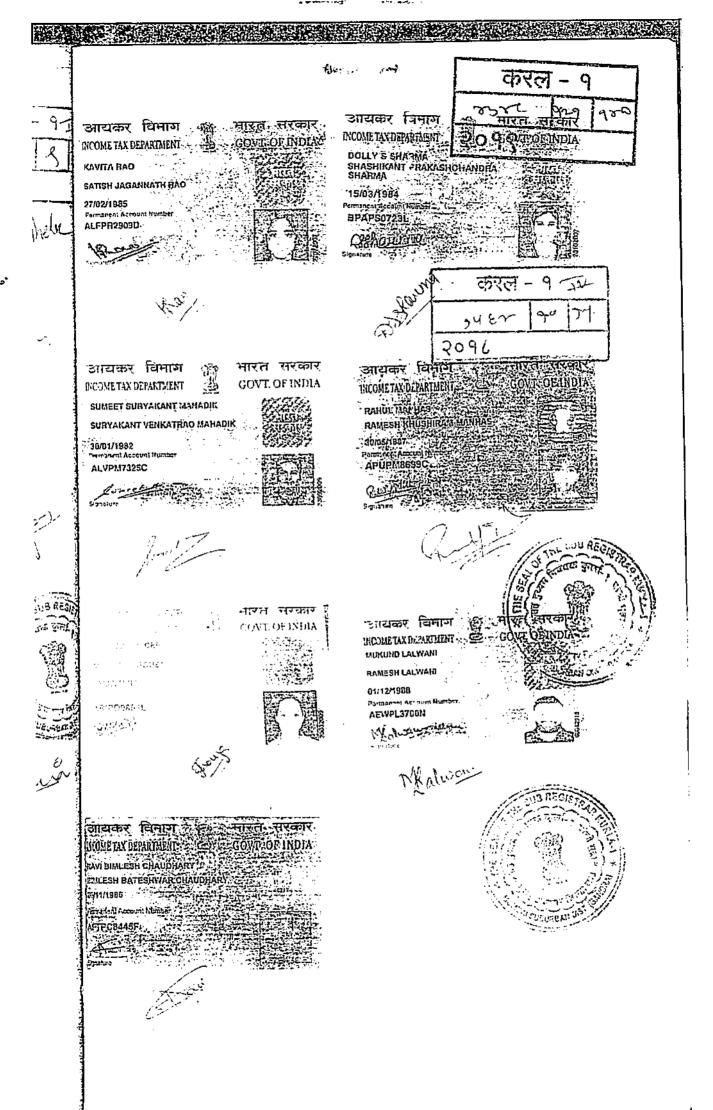
\*\*RESOLVED THAT Mr. Pirojsha Godrej - (Executive Chairman). Mr. Mohit Malitetra - (Managing Director & CEO), Mr. Surender Varma (Company Secretary & Chief Legal Officer); Ms. Nanthata Mehra. Mr. Mayank Poddar, Mr. Saranyan R., and Ms. Ekta Dechia (hereinafter referred to as "Authorised Signatories") be and are hereby severally authorised for and on behalf of the Company to execute Agreement for Sale, Sale Deed, Deed of Transfer. Mortgage Letters, No Objection Certificate(s), alloument letters, installment letters, receipts for payments received. Confirmation Deeds and Rectification Deeds, with respect to the flats-units in the projects known as "The Trees" situated land bearing new CTS No. 51/B and old CTS No. 51(pt), 52(pt), 52/1 to 17, and further to admit execution at the Sub-Registrar's office, as also to authorize others by way of Power of Attorney to do all acts under this resolutions including admitting execution at the Sub-Registrar's office and do all such acts, deeds, actions, writings after things that may be necessary to give effect to sale of flats/units constructed/marketed by the Company as also for internal transfers of flats/Luits at project known as "The Trees" longited at Pirojshanagar, Village Vikhroli, Taluka Kuria, Mumbai Suburban District.

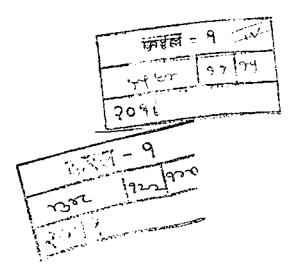
MESSLVED FURTHER THAT the authority conferred by this resolution will be valid and subsisting till the above authorised signatories are in the employment of the operative on earlier of the late on which it is revoked by a resolution passed by the the Board of Divelors or a its Committee of the date on which any of the authorised signatories ceases to be in employment of Godrej Properties Limited or any of its artificate companies entities.

Sr.	Specimen Signature of Authoriseo Signature	PAN No.	Signature
7	Ms. Namrata Mehra	ACLPN4642C	1 Now March
· · · · · · · · · · · · · · · · · · ·	Mr. Mayank Poddar	ANSPP2320F	Mary

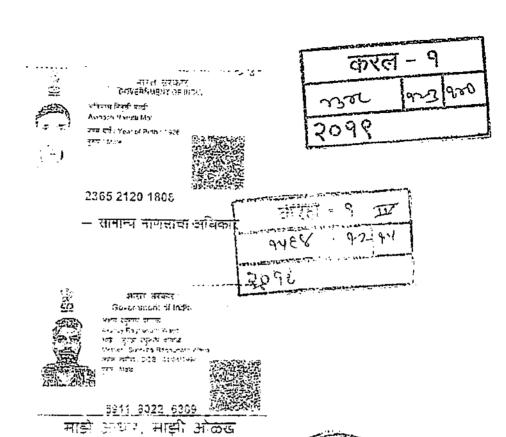
figur Congress weret ties Lind करल - १ - ए ostra Ore . الدياسانسا Hiptory, 7482 inhar-4£0 4 850cc २०१८ 2.8855 11993844 Specimen Signature of PAN No. Signature Authorised Signatory No. Mr. Saranyan R BZUP\$7144B AMKPD6824B . Ms. Ekta Dedhia करल a -199e 000 gga: For Godrej Properties Limited ihia ior २०१९ der, for nits No. Surender Varma o ta Company Secretary & Chief Legal Officer ling and: Date of Issue: December 28, 2017 











TO THE RESIDENCE OF THE PARTY O

#### Summiny L(Goshwarabhag-1)

309/1564 राज भाषदारा भाष-१ मुख्यार,08 फेब्रुवारी 2018 <sup>\*</sup> ाठ राज्

दस्त क्रमाक: सरसे 1/1564/2019 ।

घाकार मृत्य: १. 01%

मो बद्धास, र. 00/-

भरतेले मुद्राक शुन्त: १.500/-

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गावनी:1974

मारानी दिलांक: **09/0**2/2018

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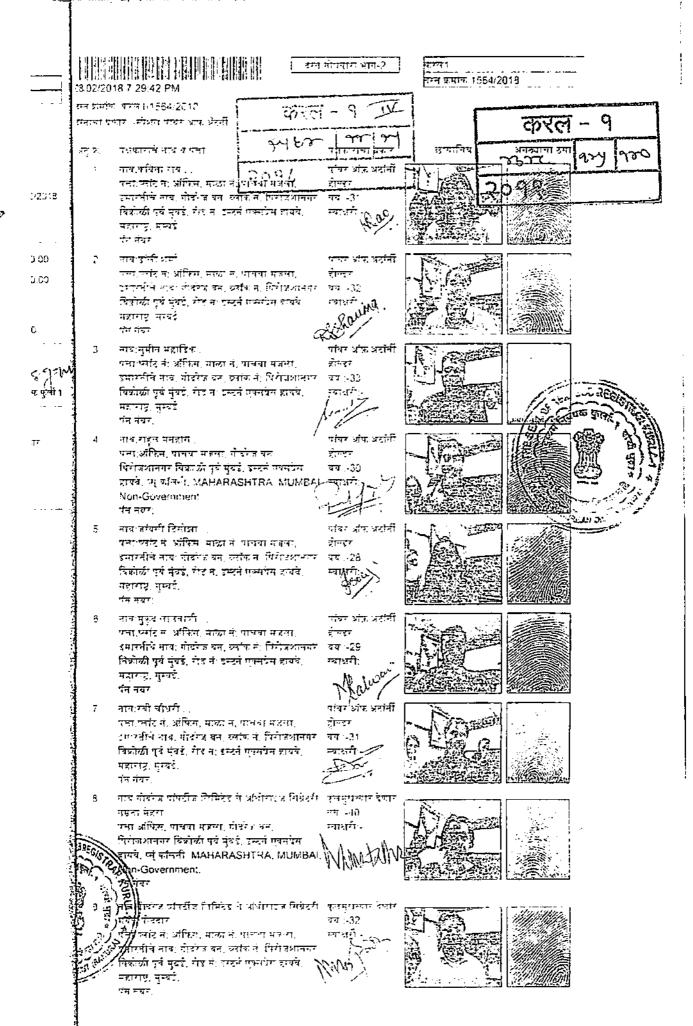
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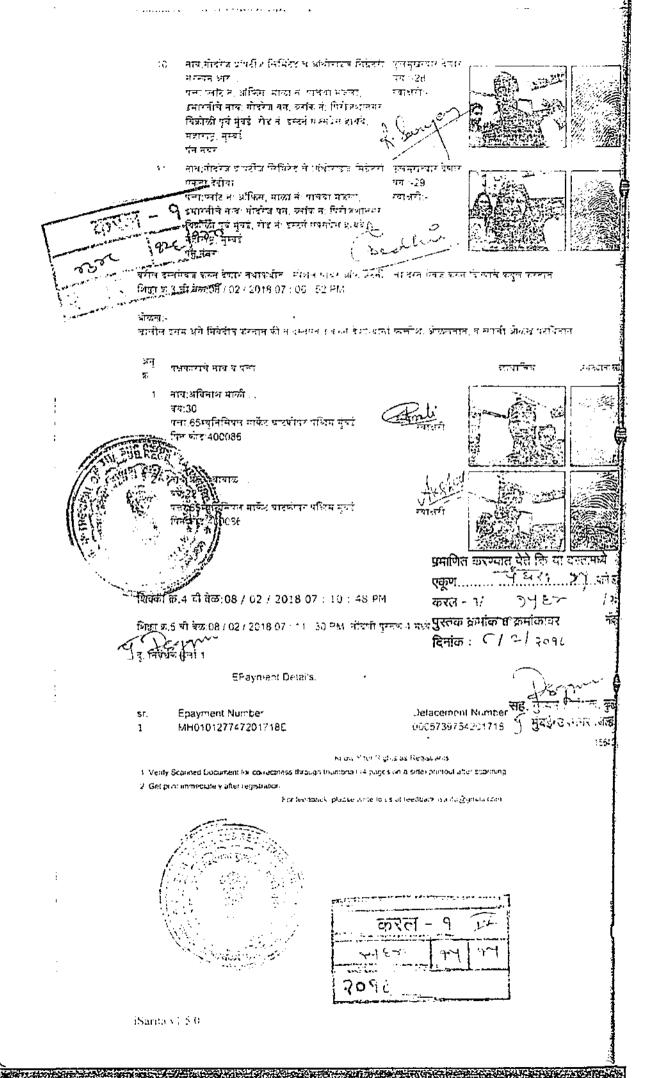
मुद्राक शुन्सः a बेच्हा तो प्र निकलार्थ देण्यात असीत्व असृत्⊚ त्यामुळ गोणतीकी स्थायन मालभना विपक्रमाना क्रासिकार

जिल्हा के. च 687 027 2018 06 : 58 : 05 PM जो चेक (नावरीधाण)

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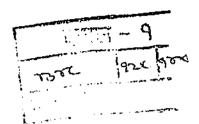
## घोषणापत्र

मी, राहुल मनहास, सज्ञान याद्यारे घोषित करतो कि, सह दुय्यम निवंधक कुर्ला-1 यांचे कार्यालयात करारनामा या शीर्षकाचा दस्त नोंदणीकरिता सादर करण्यात आला आहे. गोदरेज प्रॉपर्टीज लिमिटेड चे ऑथोराइज सिग्नेटरी एकता देढीया व इत्यादी यांनी दिनांक 8 फेब्रुवारी 2018 रोजी मला दिलेल्या मुख्त्यारपत्राच्या आधारे मी, सदर दस्त नोंदणीस सादर केला आहे. निष्पादीत करून कबुलीजवाव दिला आहे. सदर कुलमुख्त्यारपत्र लिहून देणार यांनी कुलमुख्त्यारपत्र रद्द केलेले नाही किंवा कुलमुख्त्यारपत्र लिहून देणार यांनी कुलमुख्त्यारपत्र रद्द केलेले नाही किंवा कुलमुख्त्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेला नाही किंवा अन्य कोणत्याही करणामुळे कुलमुख्त्यारपत्र रद्दवातल ठरलेले नाही. सदरचे कुलमुख्त्यारपत्र पूर्णपणे उद्दूर्ण अस्नुव्यपरेक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सदरचे कथन चुकीचे आढळून अहित्यान अधिनियम 1908 चे कलम 82 अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीकुमुले स्वर्णक

दिनांक: 8 4 2019

( राहुर्ल मनहास )

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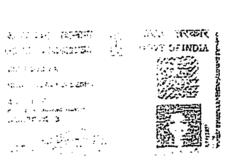
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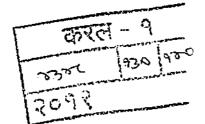
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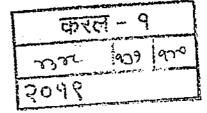




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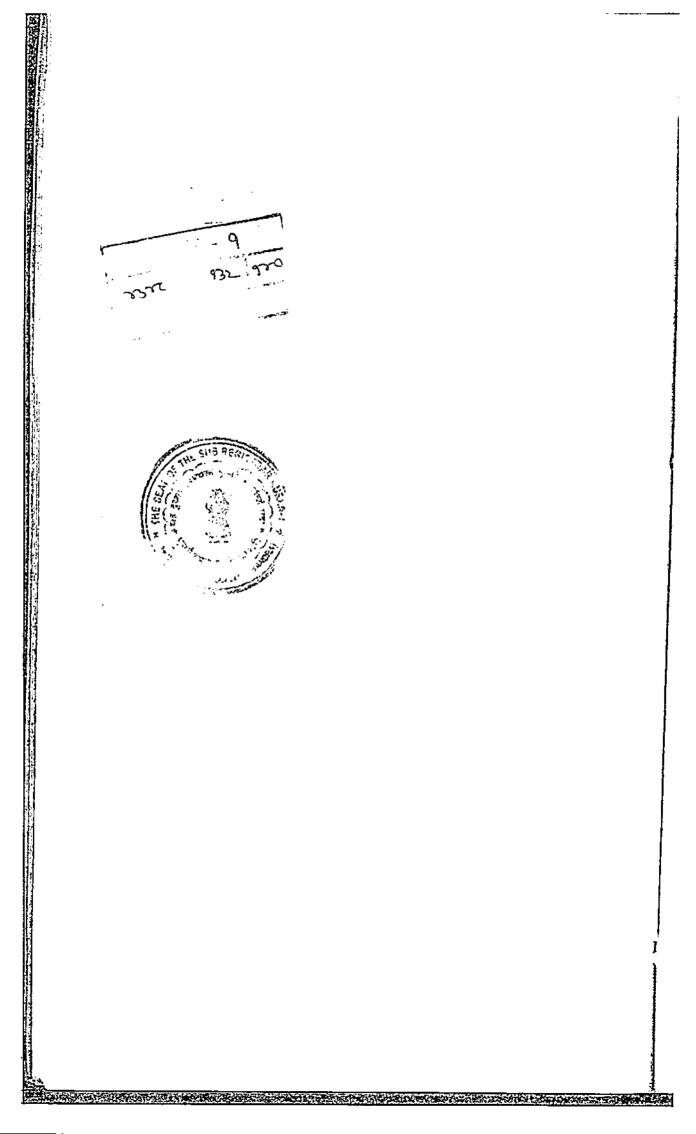






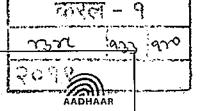


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## सूधना

- आएन बहुधान का प्रसाद है, नागरिकता का नहीं | च्छवान का प्रमाण ऑनलाइन ऑदोन्टिकेटन द्वारा प्राप्त करें |
- यह एक इलेक्ट्रॉनिक प्रक्रिया द्वारा बना हुआ एउ है |

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- a Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.
- □ आधार देश भर में मान्य है।
- a आधार भविष्य से सरबंदरी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा ।
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आरहीस, विशिष्ट प्रष्टप्रसा-प्राधिकरण Unique Identification Authority of India

. . 7वीं पर्नान, केवलबंद रूपात, 21वीं नवी, बदना देन्द्र, . १५% सर्वप्रदेन, वर्ष - 400050

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भारत सरकार Unique Identification Authority of India ं देखिलामालाई विभिन्नेविकार अर्थ

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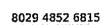
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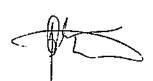
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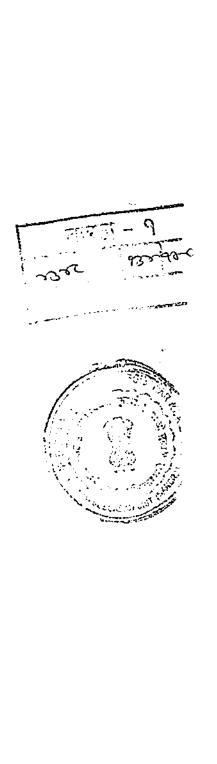
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चंदुल मनहाव Rahul Manhas Indora Indora Kangra Indora (38) Indora Kangra Himachal Pradesh - 176401 9819512069



आपका आधार क्रमांक / Your Aadhaar No. :

7509 0959 6697

मेरा आधार, मेरी पहचान



्भारत सरकार Government of India



राहुल मनहार Rahul Manhas जन्म तिथि/DOB: 30/05/1987 THE MALE



मेरा आधार, मेरी पहचान





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- आधार भविष्य में सरकारी और गैर-सरकारी सेवाओं का लाभ उठाने में उपयोगी होगा !
- # Andhabr is valid throughout the country .
- Aadhaar will be helpful in availing Government and Non-Govdinment services in future . 9

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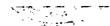
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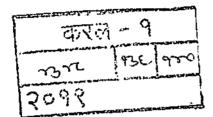
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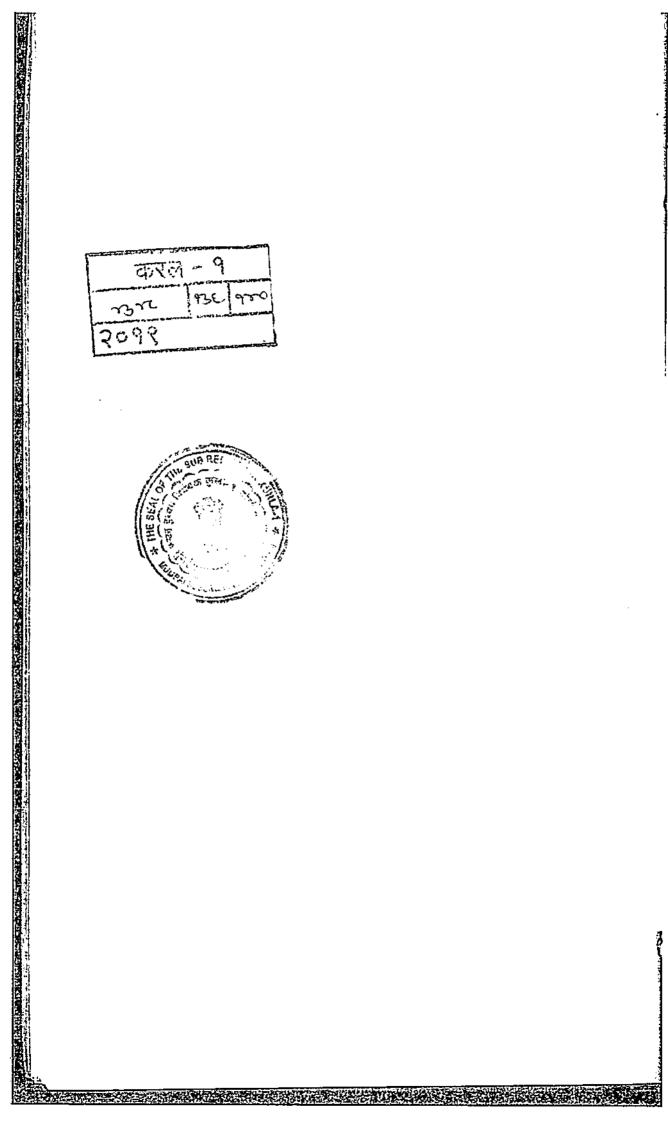


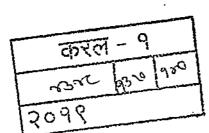
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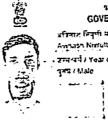












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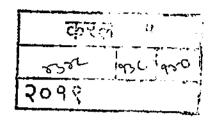


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राधार — सामान्य माणसाचा अधिकार



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## Summary1 (GoshwaraBhag-1)

369/4348 नौनवार,08 एप्रिल 2019 3:28 म.नं. दस्त गोपदारा भाग-1

करन्त्र1 दन्त फ्रमांक: 4<u>348/2</u>019

दम्त फ्रमांक: करल1 /4348/2019

बाजार मुल्य: रु. 1,08,96,850/- । मीबदला: रू. 1,54,49,140/-

भरमेने मुझंक शुल्क: रु.9.27,000/-

दु, नि. सह, दु, नि. करल1 यांचे कार्यालयान अ. कं. 4348 चर दि.08-04-2019

रोजी 3:26 म.नं. या. हजर केसा.

पन्<del>यमी:5193</del>

पावनी दिनोक: 08/04/2019

नादरकरणाराचे नाव: शायान इटालिया . .

नांदणी फी

₹, 30000.00

दन्त हाताळणी फी

₹. 2800.00

पृष्टांची संदया: 140

दन्न हुदर कृरणाऱ्याची सही:

करल

एकुण: 32800.00

ক্রলা-৭ (বর্ণা-

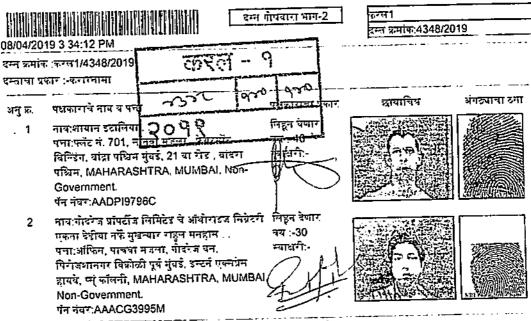
दन्याचा प्रकारः कृतिरनामा

मुद्रांक शुन्क: (एक) कोणत्याही महानगरपालिकच्या हद्दीन किंवा न्यालगत अनमेल्या कोणत्याही कटक क्षेत्राच्या हद्दीन किंवा उप-बंड (दोन) मध्ये नमूद न केनेल्या कोणन्याही नागरी क्षेत्रान

शिक्का फ्रे. 1 08 / 04 / 2019 03 : 26 : 55 PM ची वेळ: (सादरीकरण)

পিছা के. 2 08 / 04 / 2019 03 : 32 : 56 PM খী वेळ: (फी)





यरील दस्तऐवज करून देणार नथाकथीन करारनामा चा दस्त ऐवज करून दिल्याचे क्युल करनात. शिक्षा क.3 ची वेळ:08 / 04 / 2019 03 : 37 : 31 PM

2. Get pant immediately after registratio

दन्नोर्यज निष्पादनाचा क्युलीजबाय देणाऱ्या भर्व पक्षकारांची ऑळख संमती-आधारित - आधार प्रणालीद्वारे पदताळण्यात आली आहे. क्यांचन प्राप्त भारिती परीलप्रमाणे आहे.

Sr.	Type of Party & Name	Date & Time of Verification with UIDAI	Information received from UID (Name, Gender, UID, Photo)	
1	लिहून घेणार शासान इटालिया	4/8/2019 3:38:10 PM	शायान इटालिया M XXXX XXXX 6815	
2	निहून देणार गोदरंज प्रांपटींज लिमिटेड वे ऑयॉराइज निग्नेटरी एकता देढीया क्कें मुखत्यार राहुल मनहास	4/8/2019 3:38:36 PM	गहुल मनहान M xxxx xxxx 6697	

प्रमाणित कर्ण्यात येते कि या दस्तामध्ये शिक्का क.4 ची वेळ; 08 / 04 / 2019 03 : 38 : 42 PM 12098 करल-१/ १८७४८ शिक्षा क.5 ची चेळ: 08 / 04 / 2019 03 : 39 : 19 PM नोदगी पुस्तक 1 मध्ये पुरतक क्रमांक १ क्रमांकावर नोंदला : ्द्रयम् नि दिनांक: ८/ ४ /२०१९ **EPayment Details** च्याद्यकर Defacement Number Epayment Number sr. सह. दुख्यम निवंधक | कुर्ला-१ 0804201900489D 0804201900489 1 मुंबई उपनगर जिल्हा. 0804201900468D 2 0804201900468 0000133292201920 MH012133577201 4348 /2019 y Your Rights as Registrants mbnaul (sipages orra side) printout after scanning. 1 Venly Scanned Document for core

kiritò tib us at feedback isanta@gmail.com

म्ची क्र.2

द्याम निवंधक : नह दु.नि. फुर्ना 1

दम्त क्रमांफ : 4348/2019

नोदंषी : Regn:63m

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माका-र	नाव : े	विद्र	ы	ळा

(1)विलेखस्या प्रकार

करारनामा

(2)मायदना

15449140

(3) बाजारभाव(माइंपटटपाच्या वावतिसपटहासार आयारणी दतो की पटटेदार ने नमद पताये)

10896849.749

(4) नु-नापन,पोटहिस्सा व वरकसांक

(असन्यास)

1) पानिकर्ष नाय:Mumbai Ma.na.pa. इतर वर्णन :सदनिका में: पर्नेट नं. 1101, माळा नं: 11 था मजना आर विंग-इमारतीचे नाव: द ट्रीज - रेमिप्रेन्शन फेज 3,गोदरेज ओरिजिल्म, क्योंक सं: पिरोज्ञक्षानगर विक्रोची पूर्व मुंबई 400079, रोड मं: इस्टर्न सुस्मप्रेस हायये, इसर माहिनी: क्षेत्र-42.18 वर्ष मीटर कारपेट व इतर लगनचे क्षेत्र-2.6 ची. मीटर यांभी एमूण क्षत्र-44.78 वी. मीटर फारपेट, गोखन विमामीबटना एक कारपार्किन स्पेममहिन.(इपर माहिनी हम्नाव नमुद्र फेल्याप्रमाणे.)( ( C.T.S. Number : 51/B ; ) )

(5) क्षेत्रफळ

1) 44.78 मी.मीटर

(6)अकारणी किया जुडी देण्यात असेल तेष्हा,

(7) दस्तमृष्ट्य प्रश्न देणा-या/निहन ठेवणा-पर पशकान्त्रने नाय किया। दिवाणी न्यायानयाचा हुएममाना चित्रा आदेश असन्धास,प्रतियादिचे नाव त्र

1): नाव:-गोदरेज प्रॉपर्टीज निमिटेड चे ऑयोराइज निग्नेटरी एफना देखीया नर्फे मुखस्यार राहन मनहान . . वय:-30; पत्ता:-ऑफिस, पानवा मजना, गोदरेज वन, पिरोजशानवर विक्रोळी पूर्व मुंबई, इन्हर्स एक्सप्रेन द्रायवे, प्र्यं फॉननी, MAHARASHTRA, MUMBAI, Non-Government, पिन कोड:-400079 पॅन में:-AAACG3995M

व विद्या दिवाणी न्यायालयाचा हुकुमनामा किंधा आदेश असल्याम,प्रनिवादिने नाव व पना

(8)दन्तांग्यज पञ्ज प्रेषा-या पक्षकराणे ा): नाव:-शायान इटालिया . . वय:-40; पत्ता:-फ्लंट नं. 701, मानवा मझला , फेयरमोंट विन्डिय, बांद्रा पश्चिम मुंबर्ड, 21 वा रोड , बांदरा पश्चिम, MAHARASHTRA, MUMBAI, Non-Government, जिन फोड:-400050 पैन मे:-AADP19796C

(9) इस्तरेषुबाद फरून दिल्याचा दिनांपः

08/04/2019

(10)दम्म नोंदणी फेन्याचा दिनांप

08/04/2019 4348/2019

(11)अनुक्रमांक,खंड व पृष्ठ

927000

(12)बाजारभावादमाणे स्ट्रॉफ शुक्क (13)बाजारभाषाप्रमार्थं नोदर्शी शुल्क

30000

(14)<del>शंना</del>

अनुच्छेद :- :

मुख्यांकनामाठी विचारात घेतसेला तपशील:-:

मदांक शुन्यः आकारतामा नियदनेना

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

नुलभ व्यवहारामाठी नागरिकांचे मधमीकरण 🥣 दम्तर्ग्वज नोदणीप्तर मिळकत पत्रियः/ कर नोदबही अद्ययावत परणे गरजेचे आहे. या व्यवहार से विधाय पत्र ई-मेल द्वारे श्रृहत्स्वई महानगरपालिकेस पाठविणेत आलेला आहे. भागा हे दस्तरंबज टाखल फरण्यासाठी कार्यालयान स्वतः जाणेची आवश्यकता नाही.

Integrated Governance enabling You to Do Business Easily It is necessary to update Relevant records of Property/ Property tax after registration of document. Details of this transaction have been forwarded by Email ( dated 09/04/2019 ) toMunicipal Corporation of

Greater Mumbai. able time and energy to submit this documents in दुय्यम निवंधक कुलो मुंबई उपनगर जिल्ला MLreports HTMLReportSuchikharank2.aspx http://10.10.246.46/Marath



# MUNICIPAL CORPORATION OF GREATER MUMBAI APPENDIX XXII

FULL OCCUPANCY Under Regulation 6(7)\* and BUILDING COMPLETION CERTIFICATE Under Regulation 6(6)\*
[CHE/ES/1721/S/337(NEW)/OCC/11/New of 16 March 2020]

To, M/s. Godrej Properties Limited 5th Floor, Godrej one, Pirojshanagar, Eastern Express Highway, Vikharoli (East), Mumbal-400079.

Dear Applicant/Owners,

The full development work of ResI+comm building comprising of Occupation for the Residential building i.e. Full Occupation for entire wing 'P' comprising of 2 level basements + Stlit/ Ground + 1st to 10th floors, entire wing 'Q' & 'R' comprising 2 level basements + Stlit/Ground + 1st to 13th floors and for wing 'S' & 'T' comprising 2 level basements + Stlit/Ground + 1st to 17th floors + Part Terrace above 17th floor is completed in all respects as per the last approved plans dated 27.01.2020. on plot bearing C.S.No./CTS No. 51/B(Old CTS. NO. 51 (pt), 52, 52/1 to 17) of village KANJUR-E at Vikhroli East is completed under the supervision of Shri. SHASHIKANT LAXMAN JADHAV , Licensed Surveyor , Lic. No. J/167/LS , Shri. MANISH RAVINDRA NEGANDHI , RCC Consultant, Lic. No. STR/N/56 and Shri. Shri. Shallesh Mirkar , Site supervisor, Lic.No. 840000251 and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. CHE/ES/1721/S/337(NEW) dated 15 November 2019 . The same may be occupied and completion certificate submitted by you is hereby accepted.

It can be occupied with the following condition/s.

- 1) That the wings A,B,C,D comprising of 2 level basements + Ground (Part)+ Stilt (Part)+ 1st to 7th floors; Wing- E, F,I,J, K L, N & O comprising of 2 level basements + Stilt(Pt) +Ground (pt) +1st to 18th floors; Wing M, G & H comprising of 2 level basements + Stilt + 1st to 12th floors and Clubhouse shall be occupied as per the approval dtd 16.10.2019 may be occupied.
- 2) That the balance compliances of layout terms & conditions shall be compiled with before OCC to last building within the layout.
- 3) That the AOS/ reservations within the layout shall be handed over to MCGM & PRC in the name of MCGM shall be obtained before OCC to last building within the layout

#### Copy To:

- 1. Asstt. Commissioner, S Ward
- 2. A.A. & C., \$ Ward
- 3. EE (V), Eastern Suburb
- 4. M.I., S Ward
- 5. A.E.W.W. , S Ward
- Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
   For information please



Name: LOTAN SUKADEO AHIRE Designation: Executive Engineer Organization: Personal Date: 16-Mar-2020 16: 59:14