75/13331

पावती

Tuesday, August 20 ,2019 10:56 AM

Original/Duplicate

नोंदणी क्रं. :39म

Regn.:39M

पावती क्रं.: 15221

दिनांक: 20/08/2019

गावाचे नाव: नेरुळ

दस्तऐवजाचा अनुक्रमांक: टनन3-13331-2019

दस्तऐवजाचा प्रकार: करारनामा

सादर करणाऱ्याचे नाव: अनिकेत अनिल माने

नोंदणी फी

दस्त हाताळणी फी

पृष्ठांची संख्या: 90

₹. 30000.00

₹. 1800.00

एकूण:

₹. 31800.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ अंदाजे 11:16 AM ह्या वेळेस मिळेल.

बाजार मुल्य: रु.8274497.93 /-

मोबदला रु.15873000/-

भरलेले मुद्रांक शुल्क : रु. 952400/-

Joint Suo Registrar Thane 3

सह दुख्यम निबंधक वर्ग २

1) देयकाचा प्रकार: eChallan रक्कम: रु.30000/-

डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005166172201920M दिनांक: 20/08/2019

बँकेचे नाव व पत्ता:

2) देयकाचा प्रकार: By Cash रक्कम: रु 1800/-

पक्षकारम्बा सही मुळ दस्तारेवज परत मिळाला दु. ति. ठाणे-३



सूची क्र.2

दुय्यम निबंधक : सह दु.नि. ठाणे 3

दस्त क्रमांक : 13331/2019

नोदंणी: Regn:63m

गावाचे नाव: नेरुळ

(1)विलेखाचा प्रकार

करारनामा

(2)मोबदला

15873000

(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)

8274497.93

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

1) पालिकेचे नाव:नवी मुंबई मनपा इतर वर्णन :सदनिका नं: सदनिका नं.401, माळा नं: 4 था मजला,बिल्डींग नं.डी 05, इमारतीचे नाव: एल अँड टी सीवूड्स रेसिडन्स फेस 1, ब्लॉक नं: तालुका नेरूळ,जिल्हा ठाणे,नवी मुंबई 400706, रोड : सेक्टर 40,नेरूळ नोड,सीवूड दारावे रेल्वे स्टेशन, इतर माहिती: सोबत 1 कारपार्किंग झोन 26/314 दर 93,900/-( ( Plot Number: R-1, Sector No.40 Nerul;))

(5) क्षेत्रफळ

1) 72.81 चौ.मीटर

(6)आकारणी किंवा जुडी देण्यात असेल

(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा आदेश असल्यास,प्रतिवादिचे नाव व

1): नाव:-एल अँड टी सीवूड्स लिमिटेड चे ऑयो सिग्नेटरी हेमंत मोहता तर्फे मुखत्यार स्वामिनाथन एस अय्यर वय:-65; पत्ता:-प्लॉट नं: ऑफिस, माळा नं: -, इमारतीचे नाव: एल दिवाणी न्यायालयाचा हुकुमनामा किंवा अँड टी हाऊस, ब्लॉक नं: बॅलार्ड इस्टेट, मुंबई, रोड नं: नरोत्तम मोरारजी मार्ग, महाराष्ट्र, मुंबई. पिन कोड:-400001 पॅन नं:-AABCL4524C

व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

(8)दस्तऐवज करुन घेणा-या पक्षकाराचे 1): नाव:-अनिकेत अनिल माने वय:-32; पत्ता:-प्लॉट नं: सदनिका नं.2, माळा नं: 5 वा मजला, इमारतीचे नाव: 9 पटेल चेंबर्स, ब्लॉक नं: फोर्ट मुंबई, रोड नं: गनबो स्ट्रीट, ऑप फोर्ट फायर ब्रिगेड, महाराष्ट्र, मुंबई. पिन कोड:-400001 पॅन नं:-AQEPM5512B 2): नाव:-पद्मजा अनिल माने वय:-56; पत्ता:-प्लॉट नं: सदनिका नं.2, माळा नं: 5 वा मजला. इमारतीचे नाव: 9 पटेल चेंबर्स, ब्लॉक नं: फोर्ट मुंबई, रोड नं: गनबो स्ट्रीट, ऑप फोर्ट फायर ब्रिगेड, महाराष्ट्र, मुंबई. पिन कोड:-400001 पॅन नं:-ASRPM5050B

(9) दस्तऐवज करुन दिल्याचा दिनांक

20/08/2019

(10)दस्त नोंदणी केल्याचा दिनांक

20/08/2019

(11)अनुक्रमांक,खंड व पृष्ठ

13331/2019

(12)बाजारभावाप्रमाणे मुद्रांक शुल्क

952400

(13)बाजारभावाप्रमाणे नोंदणी शुल्क

30000

(14)शेरा

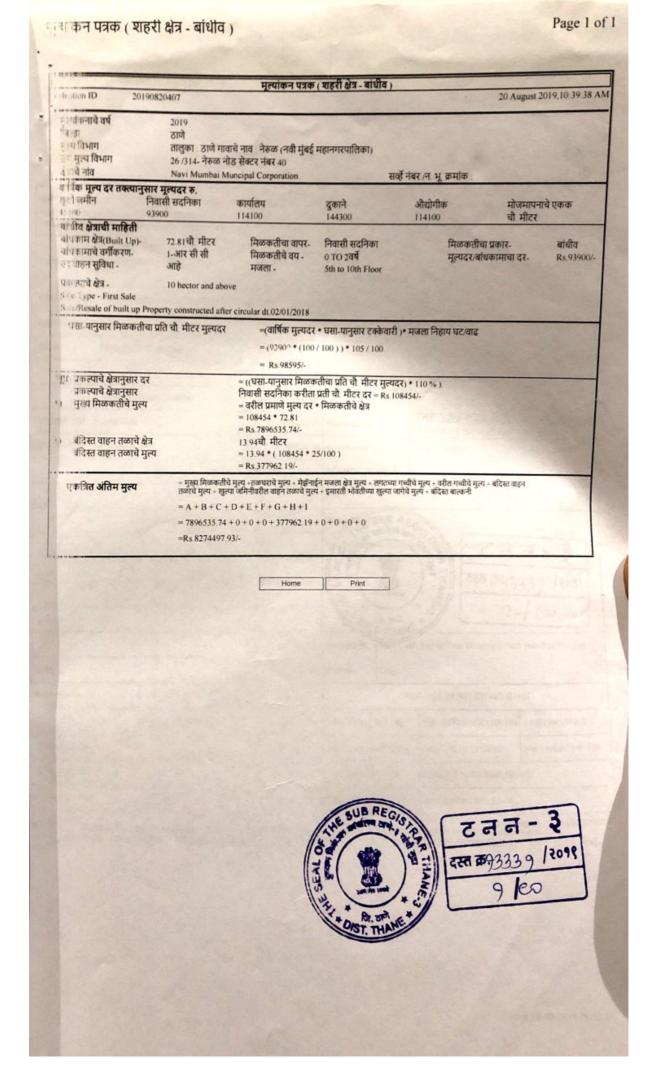
सह दुय्यम निबंधक वर्ग २ वाणे क्र. ३

मुल्यांकनासाठी विचारात घेतलेला

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

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







### CHALLAN MTR Form Number-6



GRN MH005166172201920	M BARCODE			II Dat	e 13/08/2019-17:57:14	Form ID 25.2
	ral Of Registration				Payer Details	
Stamp Duty  Type of Payment Registration Fee			TAX ID (If An	y)		
			PAN No.(If Ap	plicable)		
Office Name THN3_THANE NO 3 JOINT SUB REGISTRA			Full Name AN		NIKET ANIL MANE	
Location THANE						
Year 2019-2020 One Time			Flat/Block No.		FLAT NO.401 BLDG D	5 L AND T SEAWOODS
			Premises/Bui	ilding	RESIDENCES PHASE I	
Account Head	d Details	Amount In Rs.				
		952400.00			PLOT NO.R-1 SECTOR 40 NERUL NODE SEAWOODS DARAVE RAILWAY STATION	
0030063301 Registration Fee		30000.00	Area/Locality		NAVI MUMBAI	
			Town/City/Di	strict		
			PIN		4	0 0 7 0 6
			Remarks life	BHA R	Gish	
			Story	Name=L	AND LEGAMOODS TIME	क्व - 3
			SEAL SEAL	重	दस्त क	02220 /2000
			1	State must	1. 5	1555) 1001
			102	A. STA	* //	2100
			Amount In		akh Eighty Two Thousand	d Four Hundred Rupees
Total		9,82,400.00	Words	Only		
Payment Details PUNJAB NATIONAL BANK			FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	. 0300617201908130	00785 140819M1089580	
Cheque/DD No.	7		Bank Date	RBI Dat	te 14/08/2019-17:05:3	Not Verified with F
Name of Bank		Bank-Branch		PUNJAB NATIONAL BANK		
lame of Branch			Scroll No.,	Date	Not Verified with S	Scroll
epartment ID :						

Mobile No. : 000000000 MOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवल दुय्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तांसाठी लागु आहे . नोदंणी न करावयाच्या दस्तांसाठी सदर चलन लागु

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Page 1/1

Print Date 14-08-2019 08:12:36

AGREEMENT FOR SALE This AGREEMENT FOR SALE ("Agreement") made at Navi Mumbai on this August BETWEEN L&T SEAWOODS LIMITED (PAN: AABCL4524C) (formerly known as L&T Seawoods Private Limited), a company incorporated under the provisions of the Companies Act, 1956, bearing CIN: U45203MH2008PLC180029 and having its registered office at L&T House, Narottam Morarjee Marg, Ballard Estate, Mumbai 400 001, hereinafter referred to as the "Promoter", (which expression shall, unless it be repugnant to the context or meaning the sale of successors and assigns) of the ONE PART: 15098 AND Mr. Aniket Anil Mane, PAN AQEPM5512B, Mrs. Padma Safitt Mane, PAN ASRPM5050B, Indian inhabitant/Partnership Firm registered under the Indian Partnership Act, 1932 through its Authorised Partner/a private limited/public limited company, a Company registered under the Companies Act, 1956/ a limited liability partnership firm registered under the Limited Liability Partnership Act, 2008 having his/her/its address/principal place of business/registered office at 2 Patel Chambers, 5th Floor, Flat No.2, Gunbow Street, Mumbai-400001, hereinafter referred to as the "Allottee/s" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their/its heirs, executors, administrators, successors and permitted assigns/Partner or Partners for the time being of the said firm, the survivor or survivors of them and the respective heirs, executors and administrators of such survivor/its successors), of the OTHER PART.

The Promoter and the Allottee/s are hereinafter collectively referred to as the "Parties" and individually referred to as a "Party".

### WHEREAS:

- A. The Government of Maharashtra, in exercise of its power under sub sections (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1966, (hereinafter referred to as the "MRTP Act"), has declared "City and Industrial Development Corporation of Maharashtra Limited", a public company incorporated under the provisions of the Companies Act, 1956, bearing CIN: U99999MH1970SGC014574 and having its registered office at 2nd Floor, Nirmal Building, Nariman Point, Mumbai 400021, (hereinafter referred to as "CIDCO"), as the New Towns Development Authority for the new town of Navi Mumbai;
- B. Pursuant to Section 113 (A) of the MRTP Act, the Government of Maharashtra acquired certain lands and such lands vested in CIDCO for development and disposal;
- C. Thus, inter alia, all that piece and parcel of land bearing Plot No. R-1, admeasuring approximately 1,62,002.83 sq. mtrs., (equivalent to 16.2 hectares), lying being and situate at Sector 40, Nerul Node, Seawoods Darave Railway Station, Navi Mumbai 400 706, in the Registration District and Sub District of Village Nerul, Taluka Nerul, District Thane, Navi Mumbai, Maharashtra, (hereinafter referred to as the "Larger Land" and more particularly described in the First Schedule hereunder written, vested in CIDCO;
- D. With an objective to leverage the commercial potential of the Larger Land, CIDCO proposed to develop an integrated complex offering commercial, retail, office space, hospitality services and a modern Seawoods Darave Railway Station. As a result, CIDCO carried out a competitive bidding process for the said proposed development and received proposals from eligible bidders, including Larsen and Toubro Limited, a public company incorporated under the of the Companies Act, 1913, bearing CIN: L99999MH1946PLC004768 and having its register that fifee at Sea House, Nainttam Morarjee Marg, Ballard Estate, Mumbai 400 001,

Tred to as "L&I");

After evaluating the proposals received from various eligible bidders, CIDCO accepted the submitted by L&T and accordingly issued a Letter of Allotment bearing Ref. No. CIDCO/GM(IT&SP)/2008/534 dated 19 March 2008, to L&T, which Letter of Allotment was acknowledged by L&T by its letter dated 29 March 2008;

F. By and under a Development Agreement dated 21 April 2008, duly registered with the Sub Registrar of Assurances at Thane under Serial No. TNN-9/1296 of 2008 (hereinafter referred to as the "Said Development Agreement"), executed between CIDCO, (referred to as the 'Corporation' therein), and L&T (referred to as the 'Developer' therein), CIDCO granted developmental rights to L&T, in respect of the Larger Land, inter alia, for the purpose of (i)

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development, construction and handover of the Seawoods Darave Railway Station, to be developed and constructed on notionally demarcated portion of the Larger Land, along with certain railway facilities (which railway facilities are on the said portion and areas adjacent thereto), and (ii) development/construction of an integrated complex offering commercial, retail and office spaces and hospitality services, for the benefit of L&T and/or its nominees and assigns; on the terms and conditions recorded under the Said Development Agreement;

- As L&T proposed to implement the development / construction of the Larger Land through a G. special purpose vehicle, it requested CIDCO for its prior approval/permission for implementing the development / construction of the Larger Land, through its wholly owned special purpose vehicle viz. the Promoter herein, which permission was granted by CIDCO;
- H. Consequently and pursuant to the Said Development Agreement and after obtaining the relevant approvals and permissions from the competent authorities, the Promoter duly developed and constructed an integrated complex (commercial) comprising of (i) 'Shopping Mall I', (ii) 'Tower I', (iii) 'Tower II', and (iv) 'Railway Facilities', on a portion of the Larger Land. Further, as per the Said Development Agreement the Promoter proposes to develop the Shopping Mall II on the air space above the Railway Station & certain facilities. The Shopping Mall I, Tower I, Tower II, Railway Facilities and the proposed Shopping Mall II are hereinafter referred to as the "Integrated Complex";
- A Plan showing the Larger Land is annexed hereto and marked as "Annexure A-1". The footprint of the Integrated Complex is shown and demarcated in Blue colour hatched lines on the plan annexed hereto and marked as "Annexure A-2".

The Promoter obtained the Part Occupancy Certificated September 2016, bearing Ref J. No. 6004/2016, issued by the Navi Mumbai Man Integrated Complex already developed (i.e. exo दस्त क्व

The Integrated Complex is named/known as SEAWOODS GRAND CENTRAL K.

The Promoter now proposes to develop and construct a residential/commercial L. project/complex on a portion of the Larger Land. In respect of the proposed residential development, the Promoter has made requisite applications to CIDCO towards change of user from Commercial to Commercial + Residential. Pursuant to the said applications made by the Promoter to CIDCO, CIDCO has, by and under its letter dated 21 September 2017 bearing Ref. No. CIDCO/MTS-I/EO(HQ)/2017/1594, granted its no objection (NOC) to the Promoter for the purpose of change of user, in respect of the Larger Land, from Commercial to "Commercial + Residential" use, on the terms and conditions mentioned in the said letter dated 21 September 2017;

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- M. Pursuant to the NOC granted by CIDCO as referred to in Recital L hereinabove, CIDCO has, by and under its letter dated 03 October 2017 bearing Ref. No. CIDCO/M(TS-I)/EO-IV/2017/209 addressed to the Additional Director of Town Planning, NMMC and a copy (CC) whereof was issued to the Promoter, notified/informed the said Additional Director of Town Planning, NMMC, its no objection to the Promoter for the purpose of change of user, in respect of the Larger Land, from Commercial to "Commercial + Residential" use;
- N. CIDCO has recognised the development of the Larger Land as a public private partnership.
- O. By a Lease Deed dated 28th March 2019 executed by and between CIDCO as the Lessor and the Promoter herein as the Lessee (which Lease Deed has been duly registered with the office of the Joint Sub-Registrar of Assurances at Thane -8 on 28th March 2019, under Serial Number 3403 of 2019 and is hereinafter referred to as the "Lease Deed") CIDCO has leased the Larger Land together with buildings and erections now or at any time hereinafter standing and being thereon (excluding land underlying the railway facilities and the railway corridor (the "Railway Facilities Land") to the Promoter for the duration and on the terms and conditions therein appearing. Hereinafter references to the Larger Land (as set out in the annexure to Lease deed) shall mean the Larger Land excluding the Railway Facilities Land. As per the said Development Agreement, the FSI arising from the Railway Facilities Land is available to the Promoter for the development of the Larger Land;
  - P. The Promoter represents that the Larger Land is free from any claim or encumbrance or charge or mortgage;
  - Q. This Agreement shall always be subject to the provisions of the Said Development Agreement and the Lease Deed and shall be subject to various terms and conditions (including the reversionary rights of the lessor) stipulated therein and the Allotee/s accept and acknowledge the same;
  - The Promoter is vested with the rights to develop the Larger Land in the manner stated in the Said Development Agreement. Further as per the Said Development Agreement, the Supplement also has the right to sell the apartments/ units in the building/s proposed to be constructed on the same aimed, being obtained in relation to the same;

    The Promoter is in possession of the Larger Land;
  - T. The Promoter has proposed to develop and construct on a portion of the Larger Land, a residential/commercial complex, in 3 (Three) Clusters i.e. Cluster C, Cluster D, and Cluster G and in the manner recorded hereunder:

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- (i) Cluster C: On a portion of the Larger Land delineated in Black colour boundary line on the Plan annexed hereto and marked as "Annexure A-2" (hereinafter referred to as the "Cluster C Area");
- (ii) Cluster D: On a portion of the Larger Land delineated in Green colour boundary line on the Plan annexed hereto and marked as "Annexure A-2" (hereinafter referred to as "Cluster D Area");
- (iii) Cluster G: On a portion of the Larger Land delineated in Brown colour boundary line on the Plan annexed hereto and marked as "Annexure A -2" (hereinafter referred to as "Cluster G Area");

(The proposed development/construction in these clusters as aforesaid shall hereinafter collectively be referred to as the "New Development").

- U. The Promoter is undertaking the New Development in a phase-wise manner;
- V. The first phase of the New Development shall be known as the "L&T Seawoods Residences Phase I" which shall comprise of construction / development of 5 (Five) buildings i.e. D4, D5, D6, D7 and D8 (hereinafter referred to as the "Phase I Residential Buildings") together with common areas and amenities specified hereinafter (hereinafter collectively referred to as the "L&T Seawoods Residences Phase I") proposed to be developed/constructed on a portion of the Cluster D Area, which portion is admeasuring approximately 21245 square metres. The Phase I Residential Buildings will inter alia comprise of residential apartments and retail units, in accordance with the terms and conditions of the sanctions and approvals obtained in relation to the same. The authenticated copy of the plan of the basic layout of the L&T Seawoods Residences Phase I as proposed by the Promoter and according to which the construction of the L&T Seawoods Residences Phase I are proposed to be provided for is annexed hereto and marked as Annexure B. The said Bure By 8 also shows the open space proposed to be provided on the aforesaid partien approximately 21245 square metres दस्तक १३३३९

W. The construction / development of the residential portion of the LST Seawoods Residences Phase I has been registered as a 'Real Estate Project with the Real Estate Regulatory Authority ("Authority"), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 ("RERA") read with the provisions of the 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 ("RERA Rules"). The Authority has duly issued the Certificate of Registration No. P51700020275 for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as "Annexure C" hereto;

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- X. The principal and material aspects of the construction/development of the L&T Seawoods Residences Phase I are briefly stated below:
  - (i) The Real Estate Project is known as 'L&T Seawoods Residences Phase I';
  - (ii) Each of the Building D4 to D8 shall comprise of 2(two) Basements, Lower Ground, Landscape Podium, 1st to 14th residential levels/floors;
  - (iii) The Basements, Lower Ground and the Landscape Podium shall be common and connected within all buildings of Cluster D (including Phase I Residential Buildings);
  - (iv) The Phase I Residential Buildings shall comprise of residential apartments and retail units. The retail units will be in Building D4, D7 and D8 on the Lower Ground Level and will be registered separately under RERA as a separate real estate project(s), if required as per RERA rules amended from time to time.;
  - (v) The Promoter proposes to consume Floor Space Index of approximately 31,653.50 square meters for the development/construction of the residential portion of L&T Seawoods Residences Phase I. Further FSI will be utilised for the retail portion of L&T Seawoods Residences Phase I which shall be registered as one or more separate project(s) under RERA if required as per RERA rules amended from time to time. The remaining available Floor Space Index and all further Floor Space Index that may become available shall be used by the Promoter on the Larger Land;

The facilities, amenities and services (hereinafter referred to as the "Amenities") made available to the Allottee/s on a non-exclusive basis along with other solutions as may be applicable as provided where Clause 19 of this Agreement and specified in the Second Schedule hereunder written;

with the other allottee/s in the manner and on such terms and conditions as may be applicable as provided under Clause 19 of this Agreement and specified in the Second Schedule hereunder written.

- Y. The Promoter is entitled to connect either Basement/s and/or the Landscape Podium with any road or roads including any opening inside or outside Railway Facilities Land and the Railway Facilities as the Promoter may desire or deem fit from time to time.
- Z. A copy of the Lower Ground Level General Arrangement Drawing showing the Railway Facilities, Railway Corridor and the Railway Facilities land, is annexed hereto and marked as "Annexure D". It is clarified that the railway authorities and/or the public will have access.

and the right to use the shared areas as shown in this "Annexure D". It is further clarified that some of the Railway Facilities will be falling within the proposed L&T Seawoods Residences Phase I as shown in the Lower Ground Level General Arrangement Drawing at Annexure D, and that the Railway Authorities and public at large will have access to such Railway Facilities. The Allottee/s hereby expressly confirm that he/she has no objection to the foregoing;

- AA. The Promoter has disclosed to the Allottee/s and the Allottee/s is/ are fully aware and agree and confirm that:
  - No lease has been granted over the Railway Facilities Land to the Promoter, and the (i) Railway Facilities Land and the Railway Facilities shall always be owned and held by CIDCO/Railway Authorities. All references in this Agreement in respect of the assignment of leasehold rights/sub-leases of the Larger Land in favour of the Apex Body / Condominium apartment owners, shall always exclude the Railway Facilities Land and the Railway Facilities. Further, the L&T Seawoods Residences Phase I shall always be subject to various conditions and/or stipulations including but not limited to railways concourses disclosed under the Lower Ground Level General Arrangement Drawing at "Annexure D" and entry and exit of railway commuters, staff and other personnel and control by the railway authorities and security personnel and various services and facilities which are passing and/or which may be provided in future for railway authorities inside, under, below or through Phase 1 Residential Buildings or on the Larger Land shall be binding upon the Allottee/s and the Association/Apex Body. The Allottee/s irrevocably accept the above and shall not object to, dispute, interfere with, intermeddle with or challenge the same at any time hereafter in any manner whatsoever.
  - The Allottee/s shall not be entitled to raise any claim, demand or dispute on the ground of any nuisance or inconvenience due to the Railway Facilities Land and the Railway Facilities or use by the Railway Authorities/common public or any future additions, alterations, changes, modifications or development thereof by the Railway Authorities or persons claiming on their behalf including re-alignment of any concourse or entry or exit to the Railway Facilities Land and the Railway Facilities or location of areas comprising of the Railway Facilities and the Railway Facilities or ticket windows or booking windows or otherwise howsoever in any manner whatsoever.
  - (iii) The Allottee/s is/are fully aware and gree and confirm that at all times his/her/their entry and exit from the Phase I Reside (at Buildings shall be distinct and separate from that of the Railway Facilities. However, the same will subject to change, modification, relocation or realignment as may be required by the Promoter or the Planning Authorities or Railways Authorities etc. from time to time and this Agreement will be subject to the said rights and the Allottee/s shall not be entitled to

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raise any grievance or have any claim either against the Promoter on that account in any manner whatsoever.

- BB. The Allottee/s is/are desirous of purchasing residential apartment and has/have approached the Promoter and requested to allot to him/her/them an apartment in the Phase I Residential Buildings and the Promoter hereby agrees to sell to the Allottee/s the Apartment No. 401 of carpet area admeasuring 44.934 sq. metres (equivalent to 483.670 sq. ft.) on 4th Floor in the building D05 being constructed in the Phase 1 of the New Development (hereinafter referred to as "the Said Apartment" and more particularly described in the Third Schedule hereunder written and delineated / hatched in red colour boundary line on the floor plan hereto annexed and marked as "Annexure E-1"). The "carpet area" means the net useable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony appurtenant to the Said Apartment for exclusive use of the Allottee/s or verandah area and exclusive open terrace area appurtenant to the Said Apartment for exclusive use of the Allottee/s, but includes the area covered by the internal partition walls of the Said Apartment;
- CC. The New Development is an dynamic development subject to receipt of various sanctions, permissions, authorities and approvals from the concerned Planning, Revenue and Statutory Authority or Authorities, Local, State and Central Government will be time taking and will be completed over long period of time and Allottee/s do hereby confirm and covenant that he/she/they shall not object to, dispute or challenge such development on the ground of either pollution, nuisance, annoyance or interference with enjoyment of the Said Apartment by the Allottee/s or on any other ground in any manner whatsoever.
- DD. The Promoter has entered into a standard Agreement with Messers Hiten Sethi & Associates, an Architect registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;

The Promoter has appointed Messers HM Raje a structural Engineer for the preparation of the L&T Seawoods Residences Phase I and the for any suitable replacements/substitutes thereof) till the completion of the L&T Seawoods Residences Phase I; 434 3339 /2098

FF. Promoter has sole and exclusive right to sell the apartments/units in the Phase I Residential Buildings to be constructed by the Promoter and to enter into agreement/s with the allottee(s)/s of the apartments/units to receive the sale consideration in respect thereof;

GG. On demand from the Allottee/s, the Promoter has given inspection to the Allottee/s of all the documents of title relating to the Larger Land and the plans, designs and specifications

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prepared by the Promoter's Architects Messrs Hiten Sethi & Associates in respect of the L&T Seawoods Residences Phase I and of such other documents as are specified under the RERA and the RERA Rules and the Regulations made thereunder;

- HH. The authenticated copy of Report of Title issued by the Advocates of the Promoter in respect of the Larger Land is annexed hereto and marked as "Annexure F" hereto and the Allottee/s has/have accepted the said Report of Title of Advocates of the Promoter as final, binding and conclusive and has/have agreed not to raise any requisitions or objection in respect of Title to the Larger Land at any time hereinafter in any manner whatsoever;
- II. The authenticated copy of the plan of the basic Layout of the L&T Seawoods Residences Phase I as proposed by the Promoter and according to which the construction/development of the L&T Seawoods Residences Phase I are proposed to be developed and constructed on a portion of Cluster D Area are annexed hereto and marked as "Annexure B". As mentioned above, the said Annexure B also shows the open spaces proposed to be provided on the aforesaid portion of the Cluster D Area admeasuring approximately 21245 square metres;
- JJ. The plans of the proposed layout of the remaining portion of the Larger Land, though approved by NMMC, are tentative and subject to change by the Promoter. The Promoter shall be entitled, at its sole discretion, to change, decide and finalise the layout and proposed development of the remaining portion of the Larger Land. The Promoter shall from time to time be entitled to make changes to this layout and the plans, including changes to the nature and type of buildings, layout of the buildings, layout of common areas and amenities, height of the buildings etc. The Allottee/s irrevocably consent to such changes;
- KK. The authenticated copy of the plans of the Said Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority are annexed and marked as "Annexure E";

The Promoter has got some of the approvals from the concerned local authority(ies) to the plans, elevations, sections, in respect of the L&T Seawoods Residences Phase I and shall obtain the balance approvals from various approvals from time to time, so as to obtain Occupancy Certificate or the Building Certificate in respect of the Phase I Residential Buildings;

MM. While sanctioning the said plans, approval and permissions as referred hereinabove, the competent authorities have laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the L&T Seawoods Residences Phase I and upon due observance and performance of which only, the Occupancy Certificate and Building Completion Certificate in respect of the Phase I Residential Buildings shall be granted by the competent authority;

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- NN. By and under an amended Commencement Certificate dated 19th March 2019 bearing No. NMMC/TPO/BP/Case No. 2019 1CNMMC14870/1158/2019 issued by the NMMC, the Promoter has been given the permission to commence the construction / development of the L&T Seawoods Residences Phase I. The said amended Commencement Certificate is annexed hereto and marked as "Annexure G".
- Oo. The Promoter has commenced/will commence construction/ development of the L&T Seawoods Residences Phase I on a portion of the Cluster D Area in accordance with the sanctioned plans, proposed plans and approvals and permissions, as referred hereinabove;
- PP. Prior to execution of this Agreement, the Allottee/s has/have obtained independent legal advice with respect to this Agreement and the transaction contemplated herein with respect to the Said Apartment, made enquiries thereon and is/are satisfied with respect to, (i) the title of the Promoter to develop the L&T Seawoods Residences Phase I, and such title being clear and marketable; (ii) the approvals and permissions (including Commencement Certificate) obtained till date; (iii) the Promoter's entitlement to develop the New Development; and (iv) the Promoter's entitlement to construct the L&T Seawoods Residences Phase I as mentioned in this Agreement as per the applicable law and sell the residential apartments and retail units therein. The Allottee/s undertake(s) that he/she/it/they has/have verified with his/her/its/their financial advisor and confirm that the Allottee/s has/have the financial capability to consummate the transaction;

The Parties relying on the confirmations, representations and assurances of each other to achieve a policy and the terms, conditions and stipulations contained in this Agreement and applicable laws, are now with new enterinto this Agreement on the terms and conditions applicable laws, are now with new enterinto this Agreement on the terms and conditions applicable laws, are now with new enterinto this Agreement on the terms and conditions applicable laws, are now with new enterinto this Agreement on the terms and conditions are now with new enterinto the second conditions.

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The Promoter has agreed to sell to the Allottre/s and the Allottee/s has/have agreed to pur has acquire from the Promoter, the Said Apartment at or for a total consideration of Rs. 15.873.000/-(Rupees One Crore Fifty Eight Lakh Seventy Three thousand Only) (hereinafter referred to as the "Consideration") and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee/s has paid to the Promoter earnest amount amounting to Rs. 1.587.300/-(Rupees Fifteen Lakh Eighty Seven thousand Three hundred Only) (being 10% of the Consideration) forming part of the Consideration exclusive of GST and other applicable taxes in respect of the Said Apartment agreed to be sold by the Promoter to the Allottee/s as advance payment (the payment and receipt whereof the Promoter both hereby admit and acknowledge) (hereinafter referred to as the "Earnest Amount") and the Allottee/s has/have agreed to pay to the Promoter the balance of the Consideration in the manner hereinafter appearing;

SS. It is agreed between the Promoter and the Allottee/s that the Allottee/s will have right only as per this Agreement in respect of the Said Apartment in the Phase I Residential Buildings in

which the Allottee/s has/have agreed to acquire and the Promoter shall be entitled to deal with, develop, dispose of, alienate or encumber the Larger Land more particularly described in the First Schedule hereunder written or sub develop or assign right of development of the Larger Land or any part thereof or any development thereon as the Promoter may desire without any further or other reference or recourse to the Allottee/s and the Allottee/s do hereby confirm the same.

- As per Section 13 of RERA, the Promoter is required to execute a written agreement for sale TT. of Said Apartment with the Allottee/s, being in fact these presents and also to register the agreement for sale under the Registration Act, 1908;
- This Agreement shall be subject to the provisions of RERA, the RERA Rules and all other Rules, UU. Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time;
- In accordance with the terms and conditions set out in this Agreement and as mutually agreed VV. upon by and between the Parties, the Promoter hereby agrees to sell to the Allottee/s and the Allottee/s hereby agrees to purchase from the Promoter the Said Apartment and the covered parking specifically identified hereinafter on the terms and conditions appearing hereinafter.

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

The above Recitals shall form an integral part of the 1. if the same are set out herein verbatim. The headings given in the operative section of this Agreement are only for convenience, and are not interplaced in derogation of RERA-

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The Promoter shall construct the L&T Seawoods Resident 1 comprising of 05 2. building i.e. D4, D5, D6, D7 and D8 together with common areas and amenities mentioned hereunder on a portion of the Cluster D Area. Each building D4 to D8 shall comprise of (i) 2 (two) Basement, Lower Ground, Landscape Podium, 1st to 14th residential levels/floors; (ii) The Basements, Lower Ground and the Landscape Podium shall be common and connected within all buildings of Cluster D (including Phase I Residential Buildings); (iii) The Phase I Residential Buildings shall comprise of residential apartments and retail units. There will be retail units in Building D4, D7 and D8 on the Lower Ground Level in accordance with the plans, designs and specifications of the Phase I Residential Buildings as approved by the concerned local authority from time to time. The L&T Seawoods Residences Phase I shall have facilities, amenities and services and common areas, that may be usable by the Allottee/s on a non-exclusive basis with the other allottee/s as provided in Clause 19 hereinbelow on the terms and conditions as may be applicable.

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Provided that the Promoter shall obtain prior consent in writing of the Allottee/s in respect of variations or modifications in the L&T Seawoods Residences Phase I which may adversely affect the Said Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s.

The Allottee/s hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the Allottee/s Apartment No. 401 of the type 2BHK Classic of carpet area admeasuring 44.934 square metres (equivalent to 483.670 sq. ft) on 4th Floor in the building D05 of the Phase I Residential Buildings being constructed in the Phase 1 of the New Development (hereinafter referred to as "the Said Apartment" and more particularly described in the Third Schedule hereunder written and shown on the Plan at "Annexure E" and delineated / hatched in red colour on the floor plan annexed hereto and marked as "Annexure E-1" for the consideration amounting to Rs. 15.873.000/- (Rupees One Crore Fifty Eight Lakh Seventy Three thousand Only)(hereinafter referred to as the "Consideration") exclusive of GST and other applicable taxes. Along with the Said Apartment, ancillary area admeasuring approximately 21.235 square metres (equivalent to 228.570 sq ft) shown on the Plan at "Annexure E-1" delineated / hatched in blue colour has been provided. The facilities, fixtures, fittings appurtenant to the Said Apartment are more particularly described in the Fourth Schedule hereunder written ("Apartment Facilities").

The Allottee/s is further desirous of using car parking space in the Phase I Residential Buildings. Acceding to the aforesaid request of the Allottee/s, and pursuant to the discussions and negotiations between the Allottee/s and the Promoter, the Promoter has agreed to allot to the Allottee/s without any additional consideration the right to use 1 (nos) car parking space(s) exclusively for the use of the Allottee/s ("the Said Car Parking Space") within the car parking area of the Phase I Residential Buildings. The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the use of the Said Car Parking Space by the Promoter and shall pay such outgoings in respect of the Said Car Parking Space

levied by the Promoter. It is clarified that the Promoter has provided a mandated server as of car parking for the visitors/guests of the Allottee/s of the L&T Seawoods

Residences have I in the existing basement of the Integrated Complex falling within the

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The share of share paid on or before execution of this Agreement a sum of Rs. 1.587.300/. [Rupees Fifteen Lakh Eighty Seven thousand Three hundred Only) (not exceeding 10% of the Consideration) as Earnest Amount (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and hereby agrees to pay to that Promoter the balance amount of Rs 14.285.700/- (Rupees One Crore Forty Two Lakh Eighty Five thousand Seven hundred Only) of the Consideration payable by the Allottee/s strictly in manner and as per the payment installments mentioned hereunder ("Payment Plan"):

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	Amount (Rs.)
Particulars	5,71,429/-
Application Money	10,15,871/-
Earnest Money	7,93,650/-
Execution of Agreement	15,87,300/-
On Completion of Raft	15,87,300/-
On Completion of Lower Ground Slab	7,93,650/-
On Completion of 2nd Floor Slab	15,87,300/-
On Completion of 7th Floor Slab	15,87,300/-
On Completion of 12th Floor Slab	15,87,300/-
On Completion of Terrace Floor Slab	
On completion of the internal walls, internal plaster, floorings of the said apartment	7,93,650/-
On completion of the electrical fittings, windows, doors, including staircase and lobbies upto the floor level of the said Apartment.	7,93,650/-
On completion of the external plumbing and external plaster, entrance lobby/s of the building or wing in which the said apartment is located and Sanitary fittings of the said Apartment.	7,93,650/-
On completion of the lift wells, electro, mechanical and environment requirements, elevation, water pumps, lifts, terraces with waterproofing, paving of areas appurtenant and all other requirements, as may be prescribed in the Agreement of Sale.	15,87,300/-
On Receipt of Occupation Certificate	7,93,650/-
Total	1,58,73,000/-

6. The Promoter shall issue a notice to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Phase I Residential Building in which the Said Apartment is located. As detailed in the Clause 5 hereinabove the payment tage is individually referred to as "the Installment" and collectively referred to the Installments. The payment shall be made by the Allottee/s within 7 (Seven) days of the Promoter making a demand for the payment of the Installment, time being the essence of the contract.

The payment by the Allottee/s in accordance with the Clause's hereinabove is the basis of the 7. Consideration and is one of the principal and material term of this Agreement (time being the essence of the contract). The Promoter has agreed to allot and sell the Said Apartment to the Allottee/s for the Consideration inter-alia because the Allottee/s has/have agreed to pay the Consideration in the manner more particularly detailed in the Payment Plan mentioned in Clause 5 hereinabove. All the Installments payable in accordance with the Payment Plan under Clause 5 hereinabove with respect to the completion of the stage of construction on the date of signing of this Agreement shall be paid by the Allottee/s strictly as per the. Payment Plan. The Allottee/s shall pay the Installments as aforesaid on or before the due date. without fail and without any delay or default or demur as time in respect of the said Installments is of the essence of the Agreement. The Promoter will keep Certificate of their Architects certifying that the Promoter has carried and completed the specified stage of work and such Certificate will be open for inspection by the Allottee/s at the office of the Promoter and such Certificate shall be valid and binding upon the Allottee/s and the Allottee/s agree not to dispute the same.

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- 8. The Consideration payable in Installments in accordance with Clause 5 hereinabove excludes Taxes (consisting of tax paid or payable by the Promoter by way of GST, and Cess or any other similar taxes which may be levied, in connection with the construction of and carrying out the L&T Seawoods Residences Phase I) up to the date of handing over the possession of the Said Apartment to the Allottee/s.
  - All payments shall be made by way of demand drafts/ pay orders/account payee cheques/ 9. RTGS/ ECS/ NEFT any other instrument drawn in favour of / to the account of the Promoter bearing Account No. 0612808506, Kotak Mahindra Bank. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the Said Apartment, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Promoter mentioned hereinabove. Any payments made in favour of / to any other account other than as mentioned hereinabove shall not be treated as payment towards the Said Apartment. The Allottee/s shall satisfy the Promoter either through its banker's commitment or in such other manner as shall be determined by the Promoter with regard to the security for the payment of each Installment of the Consideration. The Promoter shall be entitled to change the account (as set out hereinabove) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such new account.
    - 10. The Allottee/s shall deduct tax at source ("TDS") from each Installment of the Consideration as required under the Income-tax Act, 1961. The Allottee/s shall duly cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 within the time

Promoter due to the Ahottee/s's failure to furnish such TDS Certificates from time to time, then, such toes shall be recovered by the Promoter from the Allottee/s.

The Allottee/s agrees and confirms that in the event of delay / default in making payment of or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the adjusted amount due and payable by the Allottee/s to the Promoter.

12. Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoter, first to the discharge of any damages, interest and then to the payment of any other amount due in terms hereof. It will be the sole discretion the Promoter to appropriate any amounts received from the Allottee/s towards the payment.

of any Installments of the Consideration or any amount that may be owed by the Allottee/s to the Promoter.

- 13. The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoter shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 14. The Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and/or incidental charges in connection with the documents to be executed for the sale of the Said Apartment including on this Agreement all of which shall be borne by the Allottee/s, in addition to the Consideration.
- Installments payable by the Allottee/s by discounting such early payments of equal for the period by which the respective Installments payable by the Allottee in proposed. The provision for allowing rebate and such rate of rebate subject to any revision/withdrawal once granted to an Allottee/s by the Promoter (1997).
- The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after 16. the construction/ development of the Phase I Residential Building in which the Said Apartment is situated is complete and the Occupancy Certificate in respect thereof is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent). The total price payable for the carpet area shall be recalculated (if required) upon confirmation by the Promoter. If there is any reduction in the carpet area then Promoter shall refund the excess money paid by Allottee/s within 45 (Forty Five) days with annual interest at the rate specified in the RERA/RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in Clause 3 hereinabove. However, notwithstanding the foregoing, it is expressly clarified that no adjustment will be made to the Consideration if the difference between the actual carpet area of the Said Apartment and the carpet area mentioned under this Agreement is less than or equal to 3% (three percent).

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- 17. The Allottee/s authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her/its name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 18. The Promoter shall be entitled to securitize the Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.
- 19. The facilities, amenities and services ("Amenities") and common areas specified in the the Second Schedule hereunder written shall be made available to the Allottee/s on a non-exclusive basis in a phase wise manner on such terms and conditions as may be applicable and subject to the sharing and other conditions specified in the said Second Schedule hereunder written. It is clarified that the Allottee/s shall not be entitled to any other amenities other than those provided in the Second Schedule hereunder written. In case there are any additional Amenities which are not provided for in the Second Schedule, the use and allocation thereof shall be at the sole discretion of the Promoter whose decision shall be final and binding. The Promoter shall, post issuance of possession demand letter, take steps to provide access to public utilities such as water. However, the Promoter shall not be respectively arrangement to provide uninterrupted potable water, till such time the relevant

20. The Promoter has reject to sell to the anottee/s and the Allottee/s has/have agreed to acquire commoter the Said Apartment on the basis of the carpet area only and the Consideration agreed to be paid by the Allottee/s to the Promoter is agreed on the basis of the carpet area of the Said Apartment.

- 21. The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the Said Apartment to the Allottee/s, obtain from the concerned local authority Occupancy and/or Completion Certificate in respect of the Said Apartment.
- 22. Time is essence for the Promoter as well as the Allottee/s. The Promoter shall abide by the time schedule for completing the Phase I Residential Buildings and handing over the Said Apartment to the Allottee/s and the structure of the Phase I Residential Buildings (excluding

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basements and podium) to the association of the allottees within three months from the date of issuance of the Occupancy Certificate for all the Phase 1 Residential Buildings or within one month from the registration/constitution of the Association (whichever is later), as the case may be. Similarly, the Allottee/s shall make timely payments of the Installments as provided in Clause 5 herein above and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter. It is clarified that certain Amenities will be shared with other real estate projects on the Cluster D Area / Larger Land and may not be ready at the time of handover of the Said Apartment.

- 23. The Promoter shall have full right and absolute authority to revise the layout of the Larger Land realigning any areas and making changes in user as the Promoter may deem fit in its sole discretion subject to approval by the concerned authorities, if required.
- 24. The Allottee/s is/are fully aware that the Larger Land is under development as a "layout proposal" and further residential and/or commercial and/or partly residential and partly commercial buildings are proposed to be constructed on the remaining portion of the Cluster D Area and remaining area of the Larger Land by the Promoter or its assigns and the Allottee/s has/have no objection in regard to the same. The Promoter shall also be entitled to make changes to the plans and layout of the Larger Land, including changes to the type of buildings, height of buildings, amenities (including the Amenities), common areas, general lay out, etc etc. The Allottee/s is/are aware that in the event of relaxation of height and other restrictions, the plans in respect of the proposed development (including the Phase I Residential Buildings) may undergo changes. Allottee/s irrevocably consent to all such changes. The Promoter shall be entitled to construct multiple buildings having maximum permissible height by way constructing multiplex floors/ storeys on the balance portion of the said Larger Land. For future development the layout of the said Larger Land may be modified/revised/amended without requiring the consent of Allottee/s and/or the society/limited company/ association of Allottee/s. The Allottee/s does hereby give his/her/it/their irrevocable consent for further development / construction of additional buildings by the Promoter and persons claiming through them on the Larger Land (including all changes thereto as mentioned above or otherwise Base emplated by Section 7 and 7A Promotion of Construction, Sale, of Maharashtra Ownership Flats (Regulation Management and Transfer) Act, 1963 and Tules framed thereunden
- 25. The Promoter hereby declares that the Flow Space Index available as on date in respect of the Larger Land is approximately 243004.24 square metres includes the Floor Space Index arising out of the Railway Facilities Land. which the Promoter is entitled to under the Said Development Agreement. Out of the total Floor Space Index, the Promoter has planned to utilize Floor Space Index of approximately 31,653.50 square meters for the construction/development of the residential portion of the Phase I Buildings. The Promoter shall utilise the remaining

available Floor Space Index and Floor Space Index that may become available anywhere on the Larger Land. The Promoter shall also be entitled to avail of TDR or Floor Space Index available on payment of premiums or Floor Space Index available as incentive Floor Space Index by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased Floor Space Index which may be available in future on modification to Development Control Regulations, which are applicable to the L&T Seawoods Residences Phase I. The Promoter has disclosed the Floor Space Index of approximately 31653.50 square meters as proposed to be utilized by it for the construction/development of the residential portion of Phase I Buildings and Allottee/s has/have agreed to purchase the Said Apartment based on the proposed construction/development and sale of apartments/units to be carried out by the Promoter by utilizing the proposed Floor Space Index and on the understanding that the declared proposed Floor Space Index and Floor Space Index that becomes available hereafter shall belong to Promoter only. The Promoter shall be entitled to the enhanced, future and estimated/projected/envisaged Floor Space Index, Premium Floor Space Index, development rights, development rights certificates, transferable development rights and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights, benefits and/or any floating rights of any nature whatsoever, and by whatever name called, arising out of and/or available in respect of the Larger Land including fungible FSI, additional FSI, special FSI, compensatory FSI, incentive FSI, paid FSI, that is, or may be, available, or acquired, under any Applicable Law, or otherwise howsoever, and/or arising pursuant to and/or by way of hand over and/or transfer, to any Governmental Authority or persons, of any reservations or any part/s of the Larger Land. The use of Floor Space Index shall be at the discretion of the Promoter and be distributed and apportioned, and utilized in ect of the Larger Land The Floor Space Index that may be generated on account of

The Promoter fails to abide by the time schedule for completing the Phase I Residential The Promoter fails to abide by the time schedule for completing the Phase I Residential The Promoter shall pay (upon receipt of a written notice from the Allottee/s who does not intend to withdraw from the L&T Seawoods Residences Phase I) to the Allottee/s, interest as specified in the RERA Rule, on the portion of the Consideration paid by the Allottee/s, for every month of delay, till the handing over of the possession. Similarly, the Allottee/s agrees to pay to the Promoter, interest as specified in the RERA Rule, on all the delayed payment which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the allottee(s) to the Promoter.

de te clarge in Development Plan/ Development Control Regulations,

and without affecting the existing development as a separate phase.

27. Without prejudice to the right of Promoter to charge interest in terms of Clause 26 hereinabove and any other rights and remedies available to the Promoter under this Agreement, on the occurrence of a Default (defined in Clause 28 hereinbelow) the Promoter

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shall at its own option, may terminate this Agreement without any reference or recourse to the Allottee/s.

Provided that, Promoter shall give notice of 15 (Fifteen) days in writing to the Allottee/s, in the manner provided under this Agreement addressing his intention to terminate this Agreement and of the specific breach(s) in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach(s) mentioned by the Promoter within the period of notice then at the end of such notice period, the Promoter shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s.

Provided further that upon such termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoter shall be entitled to forfeiture of the Earnest Amount as per the terms of the Booking Application Form and/or any other amount which may be payable to Promoter as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Upon registration of the deed of cancellation in respect of the Said Apartment and upon resale of the Said Apartment i.e. upon the Promoter subsequently selling and transferring the Said Apartment to another allottee/s and receipt of the consideration thereon, the Promoter shall after adjusting the Earnest Amount and/or any other amount which may be payable to Promoter, refund to the Allottee/s, the balance amount, if any, of the paid-up portion of the Consideration and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Further, upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment in the manner it deems fit and proper.

28. Without prejudice to the right of the Promoter to charge interest at the under Clause 26 hereinabove, and any other rights and remedies available to the Promoter, if one or more of the events or circumstances set out in Clause 29 hereinbelow ("Event of Default") shall have happened, then the Promoter shall call upon the Allottee/s by way of a written notice to rectify the same within a period of 15 (Fifteen) days within the roote men the same shall be construed as default ("Default").

29. The following shall be construed as an 'Event of Default

(i) If the Allottee/s delay(s) or commit(s) default in making payment of any Installment/s as mentioned in Clause 5 hereinabove or any other amount payable under this Agreement, including but not limited to taxes, cess, duties etc. or otherwise, including as set out in this Agreement;

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- (ii) If the Allottee/s fails to take possession of the Said Apartment upon receipt of written intimation from the Promoter in terms of Clause 32 hereinbelow;
- (iii) If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement and/or any other writings and/or the terms and conditions of layout, and/or any other writings and/or the terms and conditions //Commencement Certificate, N.O.C. and other sanctions, permissions, undertakings and affidavits etc:
- (iv) If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc.;
- (v) If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- (vi) If a Receiver and/or a Liquidator and/or Official Assignee or any person is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;
- (vii) If any of the assets and/or properties of the Allottee/s is/are attached for any reason whatsoever under any law, rule, regulation, statute etc.;
- (viii) If any execution or other similar process is issued and/or levied against the Allottee/s and/or any of the Allottee/s' assets and properties;

If the Allottee/s has/have received any notice from the Government of India (either notice) or any foreign Government for the Allottee's involvement in money laundering or any illegal activity and/or is declared to be a proclaimed of the contract of the Allottee's involvement in the contract of the contract of the Allottee's involvement in the contract of the cont

30. On the occurrence of an Event of Default/Default, the Promoter shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at Clauses 27 hereinabove. All the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoter are cumulative and without prejudice to one another.

aid have been suppressed by the Allottee.

31. The Promoter shall give possession of the Said Apartment to the Allottee/s on or before 31st

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**Provided that** the Promoter shall be entitled to reasonable extension of time for giving delivery of Said Apartment on the aforesaid date, if the completion of Phase I Residential Building in which the Said Apartment is to be situated is delayed on account of –

- Any force majeure events (a force majeure event shall mean and include war, civil commotion, act of God);
- (ii) Any delay on the part of any statutory/regulatory authority in giving any permissions, approvals, licenses, sanctions that may be necessary;
- (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority/court;
- (iv) Any stay order / injunction order issued by any Court of Law, competent authority, regulatory authority, statutory authority;
- (v) Any other circumstances that may be deemed reasonable by the authority;

(vi) Any delay caused on the part of any statuto delay in completion of the L&T Seawood

### 32. PROCEDURE FOR TAKING POSSESSION:

- days of receiving the Occupancy Certificate in respect of the Phase I Residential Building in which the Said Apartment is located The Promoter, upon obtaining the Occupancy Certificate from the competent authority and upon full and timely payment made by the Allottee/s as per this Agreement shall offer in writing the possession of the Said Apartment, to the Allottee/s in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of such notice and the Promoter shall give possession of the Said Apartment to the Allottee/s. The Allottee/s agree(s) to pay the Outgoings as determined by the Promoter or association of allottees, as the case may be from the date of receipt of notice to the Allottee/s under this Clause;
- (ii) The Allottee/s shall take possession of the Said Apartment within 15 (Fifteen) days of the written notice from the Promoter to the Allottee/s intimating that the Said Apartment s are ready for use and occupancy, failing which possession shall be deemed to have been taken by the Allottee/s from the date of receipt of notice to the Allottee/s under this Clause;
- (iii) From the date of receipt of the notice offering possession of the Said Apartment, the Allottee/s shall be liable to pay from time to time Outgoings and charges referred to

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in Clause 43 and 45 hereinbelow to the Promoter on such date when the same are due and payable in the hands of the Allottee/s.

# 33. FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF THE SAID APARTMENT:

Upon receiving a written intimation from the Promoter as per Clause 32 (i) hereinabove, the Allottee/s shall, within the time stated in Clause 32 (ii) hereinabove, take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Said Apartment to the Allottee/s. In case the Allottee/s fails to take possession within the time provided in Clause 32 hereinabove such Allottee/s shall continue to be liable to pay Outgoings as applicable from the date of receipt of the notice offering possession of the Said Apartment under Clause 32. Moreover, from the date on which possession is offered to the Allottee/s the upkeep, maintainance, and internal condition of the Said Apartment shall be the responsibility of the Allottee/s alone. The Promoter shall not be responsible any wear and tear to the Said Apartment which may occur after the date on

I within a period of 5 (Five) years from the date of handing over the Said Apartment to the Allottee/s brings to the notice of the Promoter any structural defect in the Said Apartment or the Phase I Residential Building in which the Said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by a contract the contract of the promoter shall not be liable for any such defects if the same have been caused by a contract the contract of the promoter shall not be liable for any such defects if the same have been caused by a contract the contract of the promoter shall not be liable for any such defects if the same have been caused by a contract the contract of the promoter of

rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s (including the Allottee/s appointing vendors/contractors) and/or any other allottee/s in the Phase I Residential Buildings or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee/s and/or any other allottee/person in the Phase I Residential Buildings. The Allottee/s is/are aware that any change(s), alteration(s) including breaking of walls and/or failure to adhere to the fit out manual and house rules may adversely impact the building/s in the Phase I Residential Buildings and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to all allottee/s of the Phase I Residential Buildings to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s and/or other allottees of the Phase I Residential Buildings shall have no claim(s) of whatsoever nature against the Promoter in this regard.

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- 35. The Allottee/s shall use the Said Apartment or any part thereof or permit the same to be used only for purpose of residence. The Allottee/s shall use the Car Parking Space only for purpose of keeping or parking cars.
- 36. The Promoter shall submit relevant application for the purpose of formation of a society or an association or a limited company as the case may be of the Allottee/s along with the other allottee/s of the Phase I Residential Buildings to the competent authority in accordance with the applicable provisions read with the RERA and RERA Rules and regulation made thereunder.
- 37. The Allottee/s along with other allottee(s)s of apartments/units in the Phase I Residential Building/s shall join in forming and registering the society or association or a limited company to be known by such name as the Promoter may decide ("Association"). The Allottee/s shall from time to time for the purpose of formation of Association, sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Association and for becoming a member, including the bye-laws of the proposed Association and duly fill in, sign and return to the Promoter within 7 (Seven) days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common organisation of Allottee/s. No objection shall be taken by the Allottee/s if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority. Notwithstanding what is contained under this Clause, the Promoter may, at its sole discretion, incorporate separate/independent Association in respect to each of the Building in the Phase I Residential Buildings and the Allottee/s expressly consents to the same and shall not raise any objection in this regard.
- 38. The Association so formed shall admit all allottee's of the Phase Γ Residential Buildings as members in accordance with its constituent document.
- 39. The Promoter shall be entitled, but not obligated to, join as a member of the Association in respect of the unsold apartments/units in the Phase I Residential Buildings.
- 40. The Promoter shall, within one month from the date on which the Association is constituted/registered or within three months from the date of issuance of the Occupancy Certificate for all the Phase I Residential Buildings (whichever is later), assign/sub-lease to the Association, all the right, title and the interest of the Phase I Residential Buildings (excluding basement and podures) vide a registered deed assignment of leasehold rights/sub-lease.

41. The Promoter shall have the right to incorporate and register an apex Body in respect of the Larger Land (or part thereof) within a period of the smooth of the larger Land (or part thereof) within a period (or part thereof) within a period (or part thereof) within a period (or part thereof) w

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Occupancy certificate of the last building which is to be constructed in the layout of the Larger Land. The Promoter shall a street and the layout of the Larger Land. The Promoter shall within three months from the date of issuance of the occupancy certificate of the last building which is to be constructed in the layout of the occupancy certificate of the last building which is to be constructed in the layout of the Larger in the assign/sub-lease to the Apex body all the right, title and the interest of the Promoter in the entire undivided as the Apex body all the right, title and the interest of the Promoter in the entire undivided or inseparable land underneath all buildings (forming part of the Apex) along with structures of basements and podiums constructed in a layout jointly or otherwise on the Larger Land C. on the Larger Land (hereinafter referred to as the "Property to be Transferred to Apex") vide a registered assignment of lease/sub-lease. It is clarified that all common areas which are part of the Property to be Transferred to the Apex shall (subject to what is stated in Second Schedule hereunder written in respect of Amenities) be shared with all the Allottee/s within the New Development

Alternatively, the Promoter may at its sole discretion form a condominium/s of units/apartments on the Larger Land (or any part thereof) or in respect of the L&T Seawoods 42. Residences Phase I (or any part thereof) under the Maharashtra Apartment Ownership Act, 1970 by following the procedure prescribed under the said Act. It is clarified that the Him so at its option form a separate condominium in respect of the Shopping Mall

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oposed Shore that Mall I Toper and Tower I and a society/Apex Body structure for the

within 15 (Fifteen) days after notice in writing is given by the Promoter to the Allottee/s that the Set Apartment is ready for use and occupancy, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Said Apartment) of the Outgoings, including local taxes, betterment charges or development tax or security deposit for the purpose of giving water connection, drainage connection and/or electricity connection and any other charges of similar nature or such other levies by the concerned local authority and/or Government and also including, water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, watchman, sweepers, charges payable to the Promoter, maintenance charges, charges and fees payable to any third party/agency engaged by the Promoter as per this Clause 43 hereof and all other expenses necessary and incidental to the management and maintenance of the Larger Land and L&T Seawoods Residences Phase I (collectively referred to as "Outgoings"). In determining such proportionate share of the Allottee/s in the Outgoings the discretion of the Promoter shall be conclusive and binding upon the Allottee/s. Until the Association is formed and the Phase I Residential Buildings (excluding basements and podiums) are assigned/sub-leased to the Association, the Allottee/s shall pay to the Promoter Outgoings pertaining to the Phase I Residential Buildings (excluding basements and podiums). Likewise until the Apex Body is formed and the Property to be Transferred to the Apex is so transferred and handed over the Allottee/s shall pay to the Promoter Outgoings pertaining to the Property to the Transferred to the Apex. It is agreed that the betterment charges referred to hereinabove shall include the pro-rata charges which the Allottee/s may be called upon to pay to the Promoter in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables,

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electric sub-station (if any), making and maintaining of internal roads and access, drainage, lay out and all other facilities from time to time, till the charge of the Property to be Transferred to the Apex handed over to the Apex Body. The Promoter shall be entitled, at its discretion to engage the services of any third party service provider for the purpose of maintenance and management of the Amenities and common areas forming part of the L&T Seawoods Residences Phase I (or any part thereof) on such terms and conditions as the Promoter may deem fit. The decision of the Promoter in this regard shall be binding on the Allottee/s. The costs, charges, fees and expenses for availing such services from the third party forming part of the Outgoings shall be payable by the Allottee/s. It is clarified that the Promoter may (at its sole discretion) charge the outgoings (in respect of the Property to be Promoter to the Apex) proportionately to the Allottee/s or alternatively to the Association. It is hereby disclosed that CIDCO may charge transfer charges and or any other charges as may be applicable for the transfer of the apartments as per the rules and regulation as may be applicable to CIDCO for such transfer, which when due shall be payable by the Allottee/s.

It is agreed between the Promoter and Allottee/s that any amount if payable to CIDCO/Government by way of additional premium, charges, surcharge, fees or otherwise howsoever, if applicable, for any reason whatsoever, including for execution of assignment of lease/ sub-lease, inter alia, of the Larger Land and/or assignment /sub-lease of the Phase I Residential Buildings and/or the transfer of the Sale Land and the payment of stamp duty and registration charges in respect thereof and be programment and applies by the Ambitee/3 along with other allottee/s of the other aparting the and addition in the lower shall not be responsible or liable for the same.

The Allottee/s shall on receipt of Occupancy Certificate in Spect of the Phase I Residential Building in which the Said Apartment is located pay the Promoter, the following amounts:

	Amount (Rs.)
Particulars	600/-
Share Application Money  Advance Adhoc Maintenance Charges towards the	59,400/
respective Phase I Residential Building to	59,400/-
Property to be Transferred to the Apex 10110 Mentals	250,000/-
Club House Charges Infrastructure charges	275,000/-

The amounts specified in the table above, paid by the Allottee/s to the Promoter shall not carry any interest. The Adhoc Maintenance Charges towards the Property to be Transferred to the Apex will remain with the Promoter until the Property to be Transferred to the Apex is assigned/sub-leased and handed over to the Apex Body.

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- 46. At the time of registration of the deed for the assignment/sub-lease of the Phase I Residential Buildings (excluding basements and podiums), the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the Association on such assignment of leasehold rights / sub-lease in respect of the Phase I Residential Buildings assignment of leasehold rights / sub-lease in respect of the Promoter. At the time (excluding basements and podiums) in favour of the Association by the Promoter. At the time of registration of the deed for the assignment/ sub-lease of the Property to be Transferred to the Apex in favour of the Apex Body by the Promoter, the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the said Apex Body on such document to be executed in favour of the Apex Body.
- 47. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Association or towards the out goings, and shall utilize the amounts only for the purposes for which they have been received.
- 48. Pursuant to assignment/sub-lease of the Phase I Residential Buildings (excluding the basements and podiums) in favour of the Association, the Association shall be responsible for the operation and management and/or supervision of the Phase I Residential Buildings (excluding the basements and podiums), in accordance with the provisions of this Agreement, the Allottee/s shall extend necessary co-operation and shall do necessary acts, deeds, matter, things as may be required in this regard in accordance with the provisions of this Agreement.
- Pursuant to assignment / sub-lease of the Property to be Transferred to the Apex, in favour of the Apex Body, the Apex Body shall be responsible for the operation and management door supervision of the common areas of the Property to be Transferred to the Apex, in operation and shall do necessary acts deeds, matter, things as may be required in this regard in accordance with the provisions of this Agreement.

apartments/units and to undertake the marketing, sale etc. of such unsold apartments/units. After the receipt of the Occupancy Certificate, the Promoter shall not be liable or required to bear and/or pay any amount by way of contribution, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Association for the sale/allotment or transfer of the unsold apartments/units in the Phase I Residential Buildings or in the New Development., It is clarified that even after the formation of the Apex Body, the Promoter shall continue to be entitled to such unsold apartments/units and to undertake the marketing, sale etc. of such unsold apartments/units.

51. Until the assignment/ sub-lease of the Property to be Transferred to the Apex Body, the Promoter shall have the exclusive right to control advertising and signage/hoarding(s) and all other forms of signage whatsoever within the Larger Land.

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The Promoter shall be entitled to construct site offices/sales lounge on the Larger Land or any part thereof (including the Cluster D Area) and shall have the right to access the same at any time without any restriction whatsoever until the entire development/construction on the Larger Land is fully completed and Property to be Transferred to the Apex is assigned/sub-leased to the Apex Body.

## 53. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants to the Allottee/s as follows:

- (i) The Promoter has clear and marketable title with respect to the Larger Land as declared in the title report annexed to this Agreement and has the requisite rights to carry out development/construction upon the Larger Land and also has actual, physical and legal possession of the Cluster D Area for the implementation of the L&T Seawoods Residences Phase I:
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out construction / development of the L&T Seawoods Residences

  Phase I and shall obtain requisite approvals from time to time to complete the construction / development of the L&T Seawoods Residences Phase I;
- (iii) There are no encumbrances upon the Larger Land or the L&T Seawoods Residences
  Phase I subject to the disclosures made in the Report on Title;
- (iv) There are no litigations pending before any tolerance with respect to the Larger Land or L&T Seawoods Residences Plane I subject to the disclosures made in the Report on Title;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the L&T Seawoods Residences Phase I and the Larger Land 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 L&T Seawoods Residences Phase I shall be obtained by following due process of law. The Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the L&T Seawoods Residences Phase I;
- (vi) The Promoter 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 Allottee/s created herein, may prejudicially be affected;

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- (vii) The Promoter 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 Cluster D Area, including the L&T Seawoods Residences Phase I and the Said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
  - (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Said Apartment to the Allottee/s in the manner contemplated in this Agreement;
  - At the time of execution of the deed for assignment/sub-lease of the structure to the Association, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas within the Phase I Residential Buildings (excluding basements and podiums) to the Association. It is clarified that those common areas that are to be handed over to the Apex Body shall be held by the Promoter and shall be handed over to the Apex Body upon its formation;
    - (x) The Promoter 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 L&T Seawoods Residences Phase I to the competent Authorities until assignment/sub-lease of the Phase I Residential Buildings (excluding basements and podiums) to the Association and assignment/sub-lease of the Property to be Transferred to the Apex Body as the case may be;

No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for equisition of the Larger Land) has been received or served upon the Promoter in respect of the Larger Land and/or the L&T Seawoods Residences Phase

clarified that all representations and warranties shall be subject to the qualified disclosures made herein.

# 54. REPRESENTATION AND WARRANTIES OF THE ALLOTTEE

- The Allottee/s are not prohibited from acquiring the Said Apartment and the Said Car Parking Space under any applicable law or otherwise;
- (ii) The Allottee/s has/have not been declared and/or adjudged to be an insolvent bankrupt and/or ordered to be wound up or dissolved, as the case may be;



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- (iii) No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;
- (iv) The Allottee's assets/properties is/are not attached and/or no notice of attachment has been received under any rule, law, regulation, statute etc.;
- (v) The Allottee/s has/have not received any notice from the Government of India (either Central, State or Local) and/or from any other Government abroad for his/her/its/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them;
- (vi) The Allottee/s has/have not compounded payment with his/her/its/their creditors;
- (vii) The Allottee/s is/are not convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- (viii) The Allottee/s is/are not an undesirable element and will not cause nuisance and/or cause hindrances in the completion of the L&T Seawoods Residences Phase I and/or anytime thereafter and will not default in making payment of the Installments and/or any other amounts due and payable by the Allottee/s mentioned in this Agreement;
- (ix) The Allottee/s is/are in a good financial position to pay the Consideration and the installments in the manner as stated in this Agreement without any delay or default and shall as and when called upon by the Position hall provide such security as may be required by the Promoter towards the language the Consideration and the Installments.

#### 55. COVENANTS OF THE ALLOTTEE

The Allottee/s for himself/themselves/itself with intention to bring all persons into whosoever hands the Said Apartment may come, hereby covenants with the Promoter as follows:-

(i) To maintain the Said Apartment at the Allottee's own cost in good and tenantable repair and condition from the date that of possession of the Said Apartment is taken and shall not do or suffer to be done anything in or to the Phase I Residential Building in which the Said Apartment is situated which may be against the rules, regulations or bye-laws or change/alter or make addition in or to the Phase I Residential Building in which the Said Apartment is situated and the Said Apartment itself or any part thereof without the consent of the local authorities, if required. Further, to the extent that the same applies to the Allottee/s, the Allottee/s shall observe and perform, and

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not commit any breach or default of the covenants and conditions of the Development Agreement and the Lease Deed;

- (ii) Not to store in the Said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the Phase I Residential Building in which the Said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases, common passages or any other structure of the Phase I Residential Building in which the Said Apartment is situated, including entrances of the Phase I Residential Building in which the Said Apartment is situated and in case any damage is caused to the Phase I Residential Building in which the Said Apartment is situated or the Said Apartment on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;
- (iii) To carry out at his own cost all internal repairs to the Said Apartment and maintain the Said Apartment in the same condition, state and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Building in which the Said Apartment is situated or the Said Apartment which may be contrary to the rules and regulations and bye-laws of the concerned local authority or other public authority. In the event of the Allottee/s committing any act

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averation of the above provision, the Allottee/s shall be responsible and liable concerned local authority and/or other public ard \$93339 /2098

The at any time make or cause to be demolished the Said Apartment or any part thereof, at any time make or cause to be made any addition or alteration of whatever nature in or to the Said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Phase I Residential Building in which the Said Apartment is situated and shall keep the portion, sewers, drains and pipes in the Said Apartment 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 Phase I Residential Building in which the Said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Said Apartment without the prior written permission of the Promoter and/or the Association as the case may be;

(v) Not to do or permit to be done any act or thing which may render void or voidable any insurance in respect of the Larger Land and /or L&T Seawoods Residences Phase I and/or Phase I Residential Buildings or any part thereof or whereby any increased premium shall become payable in respect of the insurance;

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- (vi) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Said Apartment in the compound or any portion of the Larger Land and the Phase I Residential Building in which the Said Apartment is situated;
- (vii) Not cause any hardship, annoyance or nuisance to any other allottee/s;
- (viii) Not change user in respect of the Said Apartment without prior written permission of the Promoter or relevant authority;
- (ix) Pay to the Promoter within 07 (Seven) days of demand by the Promoter, his share of deposit/charges demanded by the concerned local authority or Government or giving water, electricity or any other service connection to the Phase I Residential Building in which the Said Apartment is situated;
- (x) To bear and pay increase in local taxes, water charges, insurance and such 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 Said Apartment by the Allottee/s for any purposes other than for purpose for which it is sold;
- Residential Buildings (excluding basements and podiums) to the Association, the Allottee/s shall not let, sub-let, transfer a shall podiums) to the Association, the interest or benefit under this Agreement or partition possession of the Said Apartment without prior written constant of the Promoter.
- The Allottee/s shall observe and perform all the rules (xii) Association or Apex Body may adopt at its an entloyed the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the Larger Land/ L&T Seawoods Residences Phase I and the apartments/units therein and for the observance and performance of the building rules, regulations and bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the Association/Apex Body regarding the occupancy and use of the Said Apartment in the Phase I Residential 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. The Allottee/s shall adhere to, comply with and follow the fit out manuals and house rules issued by the Promoter for carrying out interior/internal works. The said fit out manual and house rules will be given to the Allottee/s on handover/possession of the Said Apartment.

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(xiii) Till the assignment of leasehold rights/sub-lease of the Phase I Residential Building (excluding basements and podiums) in which Said Apartment is situated is executed in favour of the Association, the Allottee/s shall permit the Promoter and their in favour of the Association, the Allottee/s shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said L&T Seawoods Residences Phase I or any part thereof to view and examine the state and condition thereof;

Till assignment / sub-lease of the Property to be Transferred to the Apex is executed in favour of Apex Body, the Allottee/s shall permit the Promoter and their surveyors in favour of Apex Body, the Allottee/s shall permit the Promoter and their surveyors in favour of Apex Body, the Allottee/s shall permit the Promoter and their surveyors and others, at all reasonable times, to enter into a part thereof to view and examine the state and condition thereof and and a part thereof to view and examine the state and condition thereof and and a part thereof to view and examine the state and condition thereof and a part thereof to view and examine the state and condition thereof and a part thereof a part thereof to view and examine the state and condition thereof and a part thereof a part thereof to view and examine the state and condition thereof and a part thereof to view and examine the state and condition thereof and a part thereof a part thereof a part thereof to view and examine the state and condition thereof and a part thereof a part thereo

The Allottee's shall not be entitled to change the name of the L&T Seawoods Residences Phase I. The Allottee's shall not remove the signage of the Promoter anywhere from the L&T Seawoods Residences Phase I.

It is abundantly made clear to the Allottee/s who is a non-resident/foreign national of Indian Origin, that in respect of all remittances, acquisitions/transfer of the Said Apartment, it shall be his/her/their/its sole responsibility to comply with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. Any refund required to be made under the terms of this Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or such statutory enactments or amendments thereof, and the rules and regulations of the Reserve Bank of India or any other applicable law from time to time. The Allottee/s understands and agrees that in the event of any failure on his/her/their/its part to comply with the prevailing exchange control guidelines issued by the Reserve Bank of India he/she/they/it alone shall be liable for any action under the Foreign Exchange Management Act, 1999, or any other statutory modifications or re-enactments thereto. The Promoter accepts no responsibility in this regard and the Allottee/s agrees to indemnify and keep the Promoter indemnified and saved harmless from any loss or damage caused to it for any reason whatsoever.

56.

57. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the Said Apartment, the Said Car Parking, Phase I Residential Buildings and/or the L&T Seawoods Residences Phase I / the Cluster D Area and/or any other structures constructed thereon or any part thereof or on any part of the Larger Land. The Allottee/s shall have no claim save and except in respect of the Said Apartment hereby agreed to be sold to him and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoter until the Phase I Residential Buildings (excluding the basements and the podiums) are transferred to the Association and until the

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Property to be Transferred to the Apex is transferred to the Apex Body as hereinbefore mentioned.

#### 58. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee/s who has taken or agreed to take such Apartment.

#### BINDING EFFECT

Forwarding this Agreement to the Allottee/s by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee/s until: (i) the Allottee/s signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee/s; and (ii) appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (Fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and the Consideration paid by the Allottee/s (excluding the Earnest Amount and excluding the Earnest Amount and excluding the application of the Promoter) shall be returned to the Allottee without any interest or compensation

#### 60. ENTIRE AGREEMENT

whatsoever.

This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/and/or Phase I Residential Buildings and/or L&T Seawoods Residences Phase I/Cluster D Area, as the case may be.

#### 61. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

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# 62. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/s / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the L&T Seawoods Residences Phase I shall equally be applicable to and enforceable against any subsequent Allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Said Apartment for all intents and purposes.

#### 63. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the RERA Rules and regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to RERA or the RERA Rules and regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

# 64. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Phase Residental Building

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Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in Phase I Residential Buildings, the same shall be in the carpet area of the Said Apartment to the total carpet area of all the

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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.

#### 66. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee/s, in after the Agreement is duly executed by the Allottee/s and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Navi Mumbai

or sell there

#### NOTICES 67.

That all notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D and notified Email ID/ at their respective addresses specified below:

#### In case of the ALLOTTEE/s: (i)

Name of the Allottee/s: Mr. Aniket Anil Mane, Mrs. Padmaja Anil Mane Address: 9 Patel Chambers, 5th Floor, Flat No.2, Gunbow Street, Mumbai-400001

Email ID: aniketmane@me.com

#### In case of the PROMOTER: (ii)

Name of the Promoter: L&T Seawoods Limited Registered Address: L&T House, Narottam Morarjee Marg, Ballard Estate, Mumbai

CRM Office Correspondence Address: L&T REALTY LIMITED, 10th Floor, Tower A,

TC- II, L&T Business Park, Saki Vihar Road, Powai, Mumbai 400072.

Email ID: feedback@larsentoubro.com

It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreeme Post failing which all communications and letters deemed to have been received by the promoter of

#### **IOINT ALLOTTEES** 68.

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee/s whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

#### STAMP DUTY AND REGISTRATION 69.

The charges towards stamp duty and Registration of this Agreement shall be borne by the Allottee/s.

The Allottee/s and/or Promoter shall present this Agreement as well as the Said Development Agreement at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoter will attend such office and admit execution thereof.

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#### DISPUTE RESOLUTION 70.

Any dispute between parties shall be settled amicably. In case of failure to settled the dispute amicably, which shall be referred to the Authority as per the provisions of the RERA, RERA Rules and regulations, thereunder.

#### **GOVERNING LAW** 71.

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 Navi Mumbai will have the jurisdiction for this Agreement.

### LIST OF ANNEXURES

ANNEXURE A-1:

Plan of the Larger Land

ANNEXURE A-2:

Footprint of the Integrated Complex. Clusters D Area, C Area & G Area

ANNEXURE B:

Authenticated copy of the plan of the basic layout of the L&T Seawoods

Residences Phase I as proposed by the Promoter and according to which the construction/development of the L&T Seawoods Residences Phase I is proposed. This Annexure also shows open spaces that are proposed to be provided for on the portion of the Cluster D Area notionally demarcated for

the L&T Seawoods Residences Phase I.

ANNEXURE C:

Authenticated copy of the Registration Certificate of the Real Estate

Project granted by the Real Estate Regulatory Authority.

ANNEXURE D:

ANNEXUB

Lower Ground Level General Arrangement Drawing

Authenticated copy of the plans of the Said Apartment agreed to be purchased

as approved by the concerned local authority).

tificate 0333 Commencement C

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement between the Promoter and the Allottee/s at Navi Mumbai in the presence of attesting witness, signing as such on the day first above written.

#### FIRST SCHEDULE

Description of the Larger Land

All that piece and parcel of land bearing Plot No. R-1, admeasuring approximately 1,62,002.83 54 mtrs., (equivalent to 16.2 hectares), lying being and situate at Sector 40, Nerul Node, Seawoods Darave Railway Station, Navi Mumbai 400 706, in the Registration District and Sub District of Village Nerul, Taluka Nerul, District Thane, Navi Mumbai, Maharashtra

### SECOND SCHEDULE

Amenities and Common Areas

#### PART A

Amenities and common areas which will be available to all the Allottees on a non-exclusive basis along with other allottee/s of the building/s constructed/to be constructed on the Cluster D Area (including Phase I Residential Buildings):

- 1. Landscaped Podium
- 2. Swimming Pool/ kids pool
- 3. Jacuzzi
- 4. Children's play equipment
- 5. Multi Games Court
- 6. Barbeque Area
- 7. Amphitheatre
- 8. Sauna/Steam
- 9. Gym & Yoga
- 10. Squash court
- 11. Badminton hall
- 12. Multipurpose Hall
- 13. Reading area
- 14. Lounge
- 15. Mini Theatre
- 16. Parking levels (B2, B1 and LG)
- 17. Landscape/parking on podium top above RTO 18. Parking levels - common toilets, store/spare rooms, fire escape staircase
- 19. Drive ways and ramps
- 20. Entry & Exit
- 21. Security cabin, gate, boom barrier
- 22. CC tv
- 23. Underground water tanks
- 24. Pump rooms
- 26. Electrical power distribution system for common areas & amenities through a single meter from PH-1 electric sub-station
- 27. Visitor parking in parking levels (B3, B2, B1)
- 28. Driveways, ramps and services shared for visitor parking (B1, B2, B3)

#### PART B

Amenities and Common Areas which will be available within each of the Phase I Residential Buildings on a non-exclusive basis to Allottees in the building:

- 1. Main entrance lobby
- Lift lobby and passages (each floor)
- 3. Refuge floor
- 4. Lifts
- 5. staircases
- 6. Terrace
- 7. Water supply system including Overhead Water tanks
- 8. Firefighting and detection system
- 9. Electrical meter room
- 10. Electrical power distribution system

#### PART C

Amenities and common areas which will be available to all the Allottees of the Phase I Residential Buildings on a non-exclusive basis:

- 1. Electric substation along with power distribution system
- 2. STF
- 3. OWC Organic waste converter
- 4. External sewage (chambers, lines)
- 5. Water supply and distribution system
- 6. Rain water harvesting
- 7. Fire fighting and detection system
- 8. Storm water drains
- 9. Basement ventilation and staircase pressurization system
- 10. Water tanks & Water pumps
- 11. Fire Fighting Systems
- 12. Car parking
- 13. Electrical Meter Room
- 14. Electric substation along with power distribution system
- Electrical power distribution system for common areas & amenities through a single meter from PH-1 electric sub-station

#### PART D

Amenities and Common Areas which will be available to all the Allottees on a non-exclusive basis along with other allottes of the building/s constructed/to be constructed on the Larger Land on such terms and conditions as may be applicable:

- 1. Open Spaces
- 2. Space around utility building.
- 3. Access road between Utility building and Cluster D Area.
  - Shared part of pathway indicated in the GAD drawings.

Easement (Emergency Exit path between Railway platform and Residential/



#### THIRD SCHEDULE

Description of the Said Apartment and the Said Car Parking Spaces

Apartment bearing No. 401 of the type 2BHK Classic admeasuring 44.934 square metres equivalent to 483.670 square feet, on the 4th Floor in the Building D05 of the Project known as L&T Seawoods Residences Phase I, along with 1 car parking space/s.

1 . sign

House

#### **FOURTH SCHEDULE**

Apartment Facilities within/appurtenant to the Said Apartment

#### **Specifications of Apartment**

Natural Imported Marble flooring in living, dining and passage in 3BHK (Natural Marble may have inherent natural imperfection. This is natural and is to be viewed as natural beauty)

Vitrified tile flooring in all Bedrooms of 3BHK. NITCO / KAJARIA / JOHNSON / RAK / EURO / SIMPOLO / NEXION / or Equivalent

All other units - Vitrified tile flooring in Living Dining passage & in all bedrooms - NITCO / KAJARIA / JOHNSON / RAK / EURO / SIMPOLO / NEXION / or Equivalent

Vitrified tile flooring in Kitchen. NITCO / KAJARIA / JOHNSON / RAK / EURO / SIMPOLO / NEXION / or Equivalent

Ceramic tile below counter & Vitrified tile dado above Kitchen platform up to two feet height - NITCO / KAJARIA / JOHNSON / RAK / EURO / SIMPOLO / NEXION / or Equivalent

Granite platform, Stainless Steel sink with Faucet. FRANKE / NIRALI / HINDWARE / NEELKANTH / JAYNA or Equivalent

Vitrified antiskid tiles in toilet flooring & vitrified / ceramic tile Dado - NITCO / KAJARIA / JOHNSON / RAK / EURO / SIMPOLO / NEXION / or Equivalent

Vitrified / Ceramic antiskid tiles in Balcony / Utility balcony - NITCO / KAJARIA / JOHNSON / RAK / EURO / SIMPOLO / NEXION / or Equivalent

Sanitary ware and CP fittings in toilets - KOHLER / JAQUAR / AMERICAN STANDARDS / ROCA / GROHE / American Standards or Equivalent

Glass Partition in Master toilets

Anodized / Powder Coated Aluminium framed windows

Wooden doors frames and Laminated shutter / system doors for main door, bedroom & toilet doors

#### **Facilities in Apartment**

Exhaust Fan in Kitchen & Toilets. (Bajaj / Crompton / Havells or Equivalent)

Sprinkler as per Municipal requirements, if applicable

Provision of Electrical points for Split A/C in Bedrooms & Living room

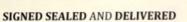
Instant type Geyser in all toilets (BAJAJ / HAVELLS / RACOLD / AO SMITH / JAQUAR or Equivalent

Hot & Cold water piping for Shower & Washbasin in all toilets

Mirror above wash basin (in all toilets)

Water and Electric point for Washing Machine

Video Door Phone with Integrated Intercom



by the withinnamed PROMOTER

L&T SEAWOODS LIMITED,

(PAN: AABCL4524C)

By the hand of its duly authorized signatory

Hemant Mohta

,as per resolution of the Board of

Directors, dated [ 16-July-2019 ]

In the presence of:

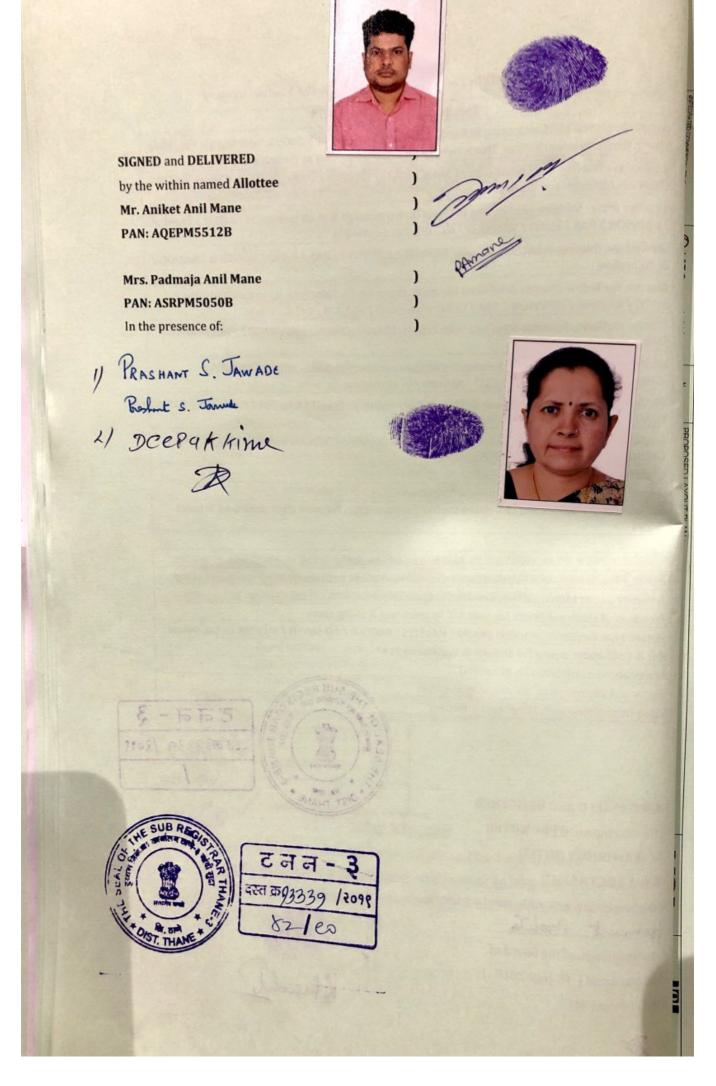


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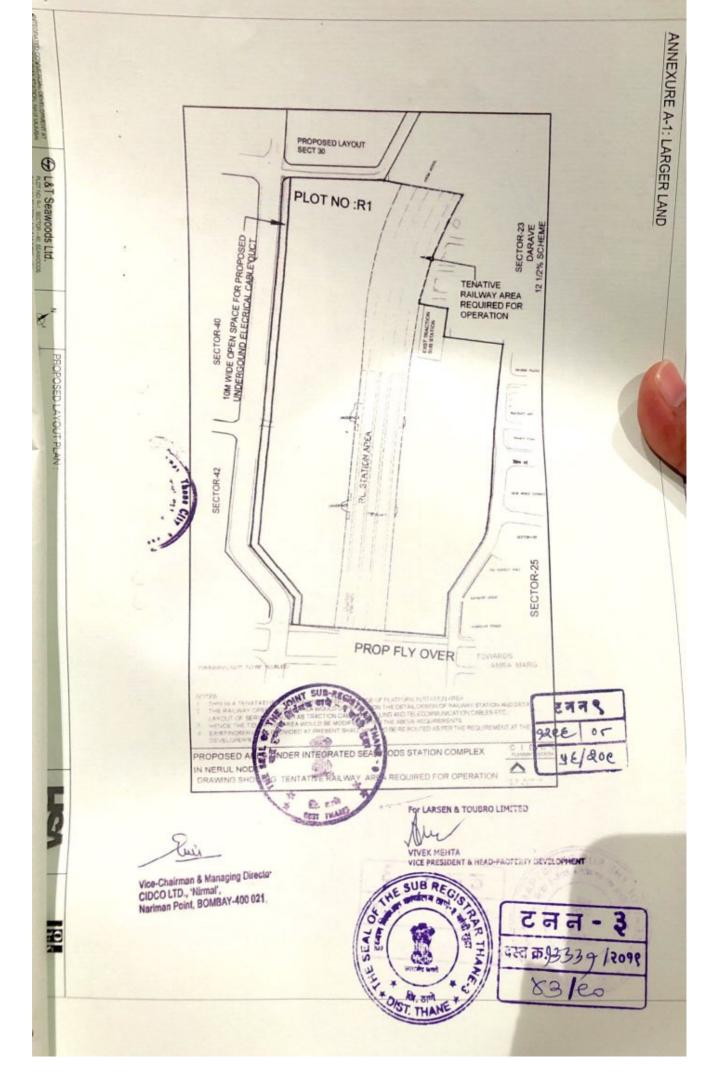




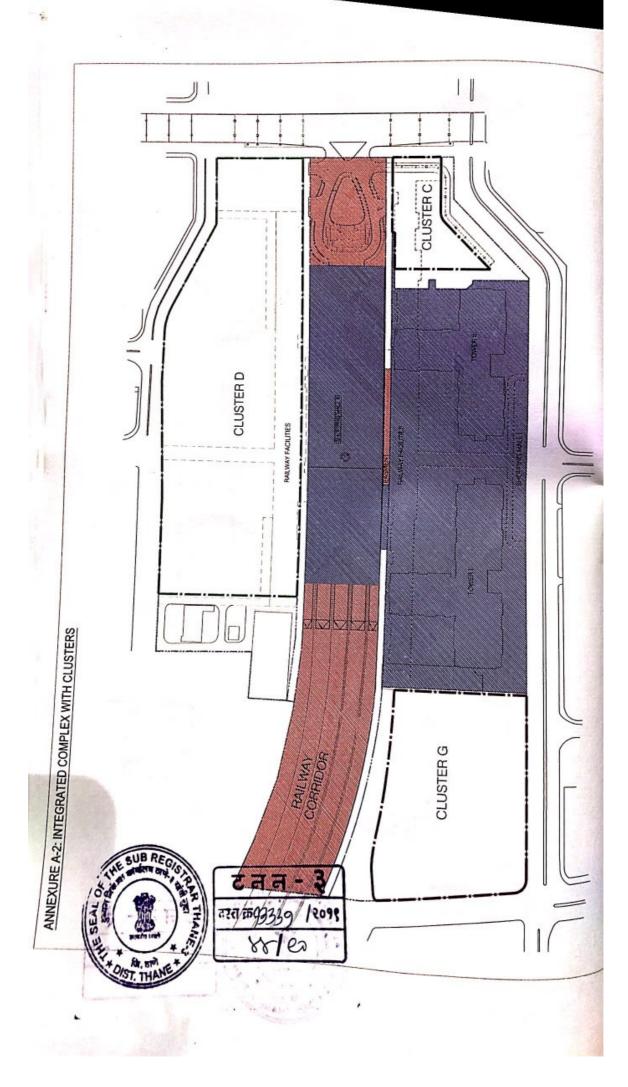




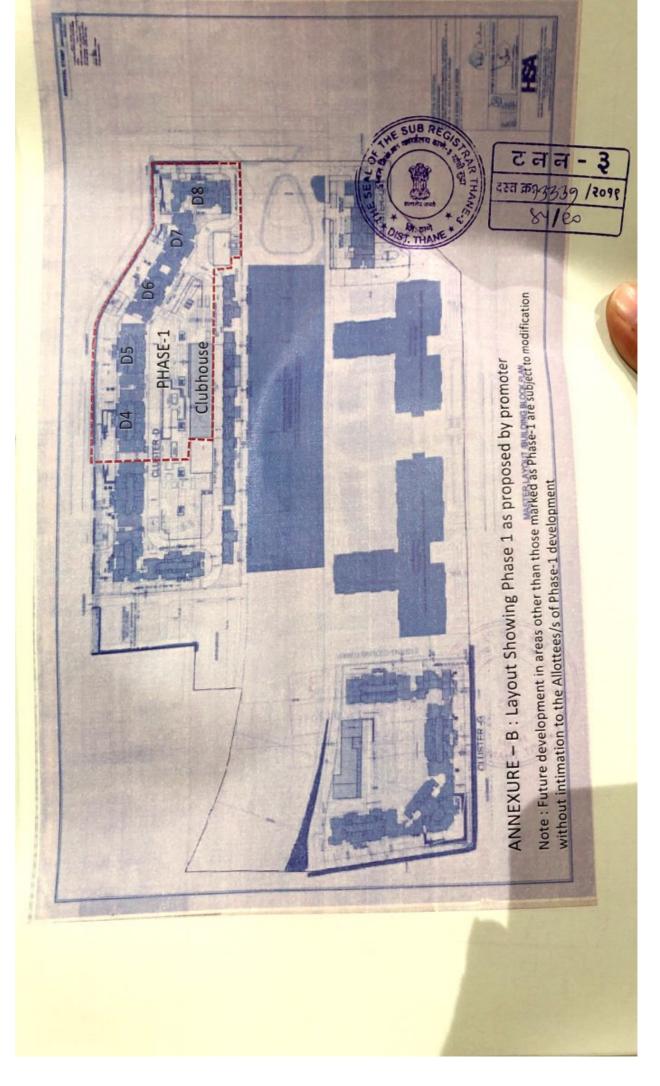
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# Maharashtra Real Estate Regulatory Authority

### REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

This registration is granted under section 5 of the Act to the following project under project registration number: P51700020275 Project: L AND T SEAWOODS RESIDENCES PHASE Plot Bearing / CTS / Survey / Final Plot No.: R-1 at Navi Mumbai (M Corp.), Thans. Thans. 400708.

Mumbai (M Corp.), Thane, Thane, 400706;

- L&T Seawoods Limited having its registered office / principal place of business at Tehsil: Mumbai City, District:

   Mumbai City, Pin: 400001
- 2. This registration is granted subject to the following conditions, namely:-Mumbai City, Pin: 400001.

  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the
    allottees as the association. The promoter shall enter into an agreement for sale with the allottees; 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, Rate
  - 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;

That entire of the amounts to be realised hereinafter by promoter for the real estate project from the 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.

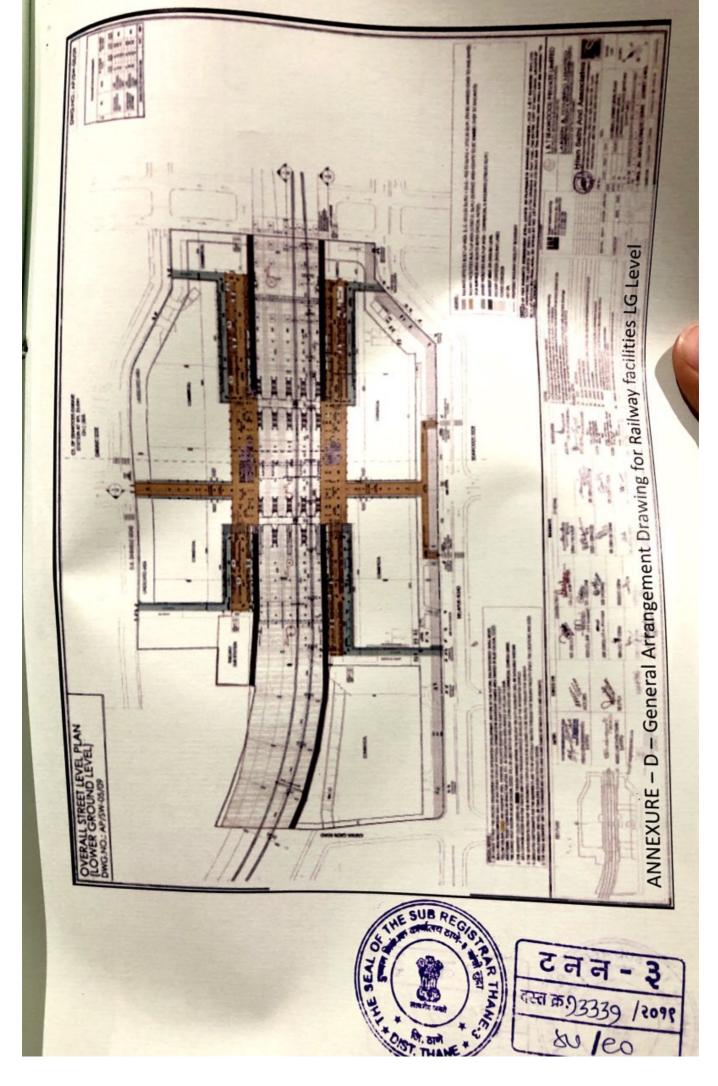
- The Registration shall be valid for a period commencing from 02/04/2019 and ending with 31/12/2023 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with
- . The promoter shall comply with the provisions of the Act and the rules and regulations made there under:
- That the promoter shall take all the pending approvals from the competent authorities
- 3. 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



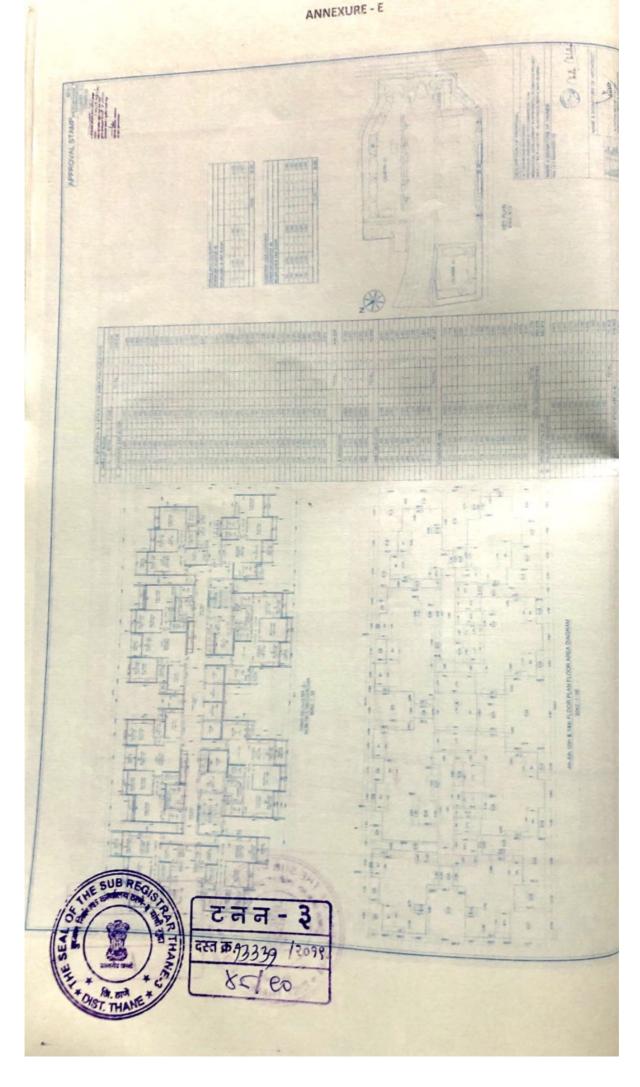
Place: Mumbai

Signature valid Digitally Signed by Dr. Vasant reman remanand Prabhu (Secré MahaRERA) Date:4/2/2019 3:37:14 PM

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



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## DESAI DESAI CARRIMJEE & MULLA

Advocates & Solicitors

FALGUNI J. DESAI • KEDAR J. DESAI • NAHEED T. CARRIMIEE • RUSTAM N. MULLA

KD/000047

#### LEGAL TITLE REPORT

#### TO WHOMSOEVER IT MAY CONCERN

All that piece and parcel of land admeasuring approximately 1,62,002.83 sq. mtrs., (equivalent to 16.2 hectares), bearing Plot No. R-1, lying being and situate at Sector Re: 40, Nerul Node, Seawoods Darave Railway Station, Navi Mumbai 400 706, in the Registration District and Sub District of Village Nerul, Taluka Nerul, District Thane, Navi Mumbai, Maharashtra and bounded as follows:

On or towards the North East :

by 20 mt. wide D. K. Dhandle Road

On or towards the South West: On or towards the South East : by 30 mt wide Belapur Road by 6 lane Railway over Bridge

On or towards the North West:

by 9 mt. wide KarvaeGoan Road

(hereinafter referred to as the "Larger Land").

#### ROOT OF TITLE A.

- The Government of Maharashtra, in exercise of its power under sub sections (1) and (3-A) of Section 113 of the Maharashtra Regional and Town Planning Act, 1. 1966, (hereinafter referred to as the "said Act"), has declared "City and Industrial Development Corporation of Maharashtra Limited", a public company incorporated under the provisions of the Companies Act, 1956, bearing CIN: U99999MH1970SGC014574 and having its registered office at 2nd Floor, Nirmal Building, Nariman Point, Mumbai 400021, (hereinafter referred to as "CIDCO"), as the New Towns Development Authority for the new town of Navi Mumbai;
- Pursuant to Section 113 (A) of the said Act, the Government of Maharashtra 2. acquired certain lands and such lands vested in CIDCO for development and disposal;
- Thus, inter alia, all that piece and parcel of land bearing Plot No. R-1, 3. admeasuring approximately 1,62,002.83 sq. mtrs., (equivalent to 16.2 hectares), lying being and situate at Sector 40, Nerul Node, Seawoods Darave Railway Station, Navi Mumbai 400 706, in the Registration District and Sub District of Village Nerul, Taluka Nerul, District Thane, Navi Mumbai, Maharashtra, (hereinafter referred to as the "Larger Land"), vested in CIDCO;
- With an objective to leverage the commercial potential of the Larger Land, CIDCO proposed to develop an integrated complex offering commercial, retail, office space, hospitality services and a modern Seawoods Darave Railway Station. As a result, CIDCO carried out a competitive bidding process for the said

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proposed development and received proposals from eligible bidders, including Larsen and Toubro Limited, a public company incorporated under the provisions of the Companies Act, 1913, bearing CIN: L99999MH1946PLC004768 and having its registered office at L&T House, Narottam Morarjee Marg, Ballard Estate, Mumbai 400 001, (hereinafter referred to as "L&T");

- 5. After evaluating the proposals received from various eligible bidders, CIDCO accepted the proposal submitted by L&T and accordingly issued a Letter of Allotment bearing Ref. No. CIDCO/GM(IT&SP)/2008/534 dated 19 March 2008, to L&T, which Letter of Allotment was acknowledged by L&T by its letter dated 29 March 2008;
- By and under a Development Agreement dated 21 April 2008, duly registered with the Sub Registrar of Assurances at Thane under Serial No. TNN-9/1296 of 2008 (hereinafter referred to as the "said Development Agreement"), executed 6. between CIDCO, (referred to as the 'Corporation' therein), and L&T (referred to as the 'Developer' therein), CIDCO granted developmental rights to L&T, in respect of the Larger Land, inter alia, for the purpose of (i) development, construction and handover of the Seawoods Darave Railway Station, to be developed and constructed on all that piece and parcel of land admeasuring approximately 40943.35 sq. mtrs., which land forms part of the Larger Land along with certain railway facilities (which railway facilities are on the said area admeasuring 40943.35 sq. mtrs and areas (discourse), (hereinafter referred to as the "Railway Facilities Land France (ii) development of an integrated complex offering commercial, regard the office spaces and hospitality 12098 services, for the benefit of L&T and/or its nonlinees and assigns on the terms 3 and conditions recorded under the said Development are
- 7. As L&T proposed to implement the development of rousuaction of the Larger Land through a special purpose vehicle, it promoted and incorporated L&T Seawoods Private Limited, a private limited company incorporated under the provisions of the Companies Act, 1956, bearing CIN: U45203MH2008PLC180029 and having its registered office at L&T House, Narottam Morarjee Marg, Ballard Estate, Mumbai 400 001, as such special purpose vehicle, on 13 March 2008;
- 8. L&T requested CIDCO for its prior approval/permission for implementing the development and construction of the Larger Land, through its wholly owned special purpose vehicle. Consequent thereto, CIDCO vide its letter dated 16 September 2008, bearing Ref. No. CIDCO/GM(IT&SP)/2008/12 addressed to L&T, confirmed and accepted that the said Development Agreement was a pre-Limited, which is a special purpose vehicle promoted and wholly owned by L&T specially for the purpose of development of the integrated complex on the Larger Land under the said Development Agreement and thereby accepted L&T

DESAI DESAI CARRIMIEE & Advocates & Solicie

Seawoods Private Limited for the purpose of the Development Agreement;

Seawoods Private Limited for the purpose of the Development Agreement; Seawoods Private Limited for the purpose of the Development Agreement; construction of the Larger Land in terms of the Development Agreement. Pursuant to a 'Certificate of Incorporation 2014, issued by the Ministry Public Limited Company dated 03 December 2014, Pursuant to a 'Certificate of Incorporation 2014, issued by the Ministry of Public Limited Company', dated 03 December 2014, issued was duly converted Corporate Affaire (\*MCA\*) 1.8T Seawoods Private Limited was

- Public Limited Company, and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods Private Limited was a public li Corporate Affairs ("MCA"), L&T Seawoods Private Limited was a public limited company and the name of L&T Seawoods referred to as "I add to the company and the name of Limited" (hereinafter referred to as "I add the name of the company and the com as a public limited company and the name of L&T Seawoods rrivate Limited was duly changed to "L&T Seawoods Limited" (hereinafter referred to as "L&T Seawoods"): Consequently and pursuant to the said permissions from the companies obtaining the relevant approvals and
- Consequently and pursuant to the said permissions from the competent obtaining the relevant approvals and constructed an integrate duly developed and constructed an integral authorities. LET Segment duly developed and constructed an integral authorities. obtaining the relevant approvals and permissions and integrated an integrated authorities, L&T Seawoods duly developed Mall I', (ii) 'Tower I' from complex from the complex fro authorities, L&T Seawoods duly developed and constructed an integrated complex (commercial) comprising of (i) 'Shopping Mall I', (ii) 'Tower I', (iii) 'Tower I' and (iv) 'Padimon' Bacillities', on a portion of the Larger Land 1. complex (commercial) comprising of (i) 'Shopping Mail I, (ii) Tower I', (iii)

  'Tower II', and (iv) 'Railway Facilities', on a portion of the Larger Land. L&T

  Seawoods is also developing Champing Mall II on the air space above the Rail. Tower II', and (iv) 'Railway Facilities', on a portion and the Railway Seawoods is also developing Shopping Mall I, Tower I, Tower II. Days Station and control of the Shapping Mall I, Tower I, Tower II. 10. Seawoods is also developing Shopping Mall II on the II. Tower I, Tower II, Railway
  Station and certain facilities. The Shopping Mall II are hereinafter collectively and Station and certain facilities. The Shopping Mall II are hereinafter collectively referred to as the "Inc."
- L&T Seawoods obtained the Part Occupancy Certificate dated 12 September 2016, bearing Ref No. 6004/2016, issued by the Navi Mumbai Municipal Corporation (NMMC), in respect of the Integrated Complex already developed The Integrated Complex, is named/known as "SEAWOODS GRAND CENTRAL";
- L&T Seawoods now proposes to develop and construct a residential/commercial 12. project/complex on a portion of the Larger Land. In respect of the proposed residential development, L&T Seawoods has made requisite applications to 13. CIDCO towards change of user from Commercial to Commercial + Residential. Pursuant to the said applications made by L&T Seawoods to CIDCO, CIDCO has, by and under its letter dated 21 September 2017 bearing Ref. No. CIDCO/MTS-I/EO(HQ)/2017/1594, granted its no objection (NOC) to L&T Seawoods for the purpose of change of user, in respect of the Larger Land, from Commercial to "Commercial + Residential" use, on the terms and conditions mentioned in the said letter dated 21 September 2017;
- Pursuant to the NOC granted by CIDCO as referred to in Clause 13 hereinabove, CIDCO has, by and under its letter dated 03 October 2017 bearing Ref. No. 14. CIDCO/M(TS-I)/EO-IV/2017/209 addressed to the Additional Director of Town Planning, NMMC and a copy (CC) whereof was issued to L&T Seawoods, atified/informed the said Additional Director of Town Planning, NMMC, its no T Seawoods for the purpose of change of user, in respect to the ommercial + Residential" use;

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15. CIDCO is yet to execute a Lease Deed in favour of L&T Seawoods, in respect of the Larger Land, as per the terms of the said Development Agreement. The proposed lease will be in respect of the Larger Land (excluding the Railway Facility Land);

### B. PUBLIC NOTICE

We have issued a Public Notice, on behalf of L&T Seawoods, calling upon objections/claims, if any, from the public with respect to the right, title and interest of L&T Seawoods in the Larger Land. The said Public Notice has been issued in the Mumbai edition of Free Press Journal (English) and Navshakti (Marathi) newspapers, on 04 January 2019. Upto the date hereof, we have not received any claims and/or objections in respect thereof.

# C. SEARCH AT THE OFFICE OF THE SUB REGISTRAR

We have conducted requisite searches at the office of the Sub Registrar of Assurances at Thane (TNN – 3, 6, 8, 9 and 11) in respect to the Larger Land. We have not found any claim or encumbrance or charge or mortgage in respect to the Larger Land.

D. SEARCH ON THE MCA WEBSITE

We have also conducted requisite searches (MCA) website (www.mca.gov.in). We have to four and/or mortgage appearing in the records of MCA in

E. DOCUMENTS PERUSED

We have perused the photocopies and original (analysis) of the following documents, in respect to the Larger Land:

SR. No.	PARTICULARS			
1.	Original Letter of Allotment dated 19 March 2008, Ref. No. CIDCO/GM(IT&SP)/2008/534, issued by CIDCO in favour of L&T.			
2.	Original Development Agreement dated 21 April 2008, duly registered with the Sub Registrar of Assurances at Thane under Serial No. TNN-9/1296 of 2008, executed between CIDCO and L&T.			
3.	Letter dated 22 April 2008, issued by L&T to CIDCO.			
4.	Certificate dated 08 August 2014 issued by L&T, inter alia certifying			

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	SR. No.	particulars  and obligations with respect to the been assumed by L&T Seawoods, said Development Agreement have been assumed by L&T.  said Development Agreement and special purpose vehicle of L&T.  being a wholly owned subsidiary and special purpose vehicle of L&T.  and obligations with respect and obligations with respect and obligations with respect
	5.	being a wholly owned substantial
		Seawoods, being a wholly owned seawoods has not created any mortgage vehicle of L&T and that L&T Seawoods has not created any mortgage vehicle of L&T and that L&T Seawoods has not created any mortgage vehicle of L&T and that L&T Seawoods has not created any mortgage vehicle of L&T and that L&T Seawoods has not created any mortgage vehicle of L&T and that L&T Seawoods has not created any mortgage vehicle of L&T and that L&T Seawoods has not created any mortgage vehicle of L&T and that L&T Seawoods has not created any mortgage vehicle of L&T and that L&T Seawoods has not created any mortgage vehicle of L&T and that L&T Seawoods has not created any mortgage vehicle of L&T and that L&T Seawoods has not created any mortgage vehicle of L&T and that L&T Seawoods has not created any mortgage vehicle of L&T and that L&T Seawoods has not created any mortgage vehicle of L&T and that L&T Seawoods has not created any mortgage vehicle of L&T and that L&T Seawoods has not created any mortgage vehicle of L&T and that L&T Seawoods has not created any mortgage vehicle of L&T and that L&T Seawoods has not created any mortgage vehicle of L&T and that L&T seawoods has not created any mortgage vehicle of L&T and that L&T seawoods has not created any mortgage vehicle of L&T and that L&T seawoods has not created any mortgage vehicle of L&T and that L&T seawoods has not created any mortgage vehicle of L&T and that L&T seawoods has not created any mortgage vehicle of L&T and that L&T seawoods has not created any mortgage vehicle of L&T and that L&T seawoods has not created any mortgage vehicle of L&T and that L&T seawoods has not created any mortgage vehicle of L&T and that L&T seawoods has not created any mortgage vehicle of L&T and that L&T seawoods has not created any mortgage vehicle of L&T and that L&T seawoods has not created any mortgage vehicle of L&T and that L&T seawoods has not created any mortgage vehicle of L&T and that L&T seawoods has not created any mortgage vehicle of L&T and that L&T seawoods has not created any mortga
	6.	Co. Advocates & Solicitors
	7.	Letter dated 16 September 2000 to L&T. CIDCO/GM(IT&SP)/2008/12, issued by CIDCO to L&T.
	8.	Certificate of Incorporation Consequent Upon Conversion To Public Limited Company, dated 03 December 2014, issued by the Ministry of Corporate Affairs.
- F F 5	9.	Part Occupancy Certificate dated 12 September 2016, bearing Ref No. 6004/2016, issued by the Navi Mumbai Municipal Corporation (NMMC) to L&T Seawoods.
1	10.	Letter dated 21 September 2017 bearing Ref. No. CIDCO/MTS-1/EO(HQ)/2017/1594, issued by CIDCO to L&T Seawoods, granting its NOC for change of user from Commercial to "Commercial + Residential" use.
	11.	Original Letter dated 03 October 2017 bearing Ref. No. CIDCO/M(TS-I)/EO-IV/2017/209 issued by CIDCO to the Additional Director of Town Planning, NMMC, informing the said Additional Director of Town Planning, NMMC, its no objection to L&T Seawoods for the purpose of change of user from Commercial to "Commercial + Residential" use.

#### F. CONCLUSION

We have reviewed and perused photocopies and originals (as identified) of

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On the basis of the aforesaid and subject to what is stated hereinabove, we state that L&T Seawoods, in their capacity as the developers of the Larger Land (by and under the said Development Agreement), is entitled to the Larger Land as being the developers thereof and its title, as developers, to the Larger Land, is clear and marketable and free from encumbrances.

### G. GENERAL

- For the purpose of this title report, we have assumed:
  - the legal capacity of all natural persons, genuineness of all signatures, authenticity of all documents submitted to us;
  - that there have been no amendments or changes to the documents examined by us; and
  - the accuracy and completeness of all the factual representation made in the documents.
- We are not certifying the physical boundaries in respect to the Larger Land, nor are we qualified to express our opinion on physical identification of the Larger Land.

Dated this 24th day of January 2019.

Desai Desai Carrimjee & Mulla

Partner





# नवी मुंबई महानगरपालिका

Municipal Corporatio

कार्यालय : नमुंमपा मुख्यालय, भूखंड क्र.१, किल्ले गांवठाण जवळ, पामबीच जंक्शन, सेक्टर १५ ए, सी.बी.डी. बेलापूर, नवी मुंबई - ४००६१४,

दूरध्यनी : ०२२-२७५६ ७०७० /१ /२/३/४/५ फॅक्स : ०२२-२७५७३७८५ / २७५७७०७०

Near Kille Gaothan, Palmbeach, Junction Sector 15A, C.B.D. Belapur, Navi Mumbai- 400 Tel: 022 - 2756 7070 / 1/2/3/4/5

Fax: 022 - 27573785 / 27577070

जा.क.नमुंगपा./नरवि./बां.प./प्र.क. 20191CNMMC14870/ दिनांक - 98/03/२०१९

मे. एल ॲण्ड टी सिवुड्स लि. (विकासक), भ्खंड क्र.आर-१, सेक्टर क्र.४०, नेरुळ, नवी मुंबई.

되**하**국의 화.20191CNMMC14870

भुखंड क्र.आर-१, सेक्टर क्र.४०, नेरुळं, नवी मुंबई या जागेत निवासी व वाणिज्य या कारणासाठी विषय:-

स्धारित बांधकाम परदानगी देणेबाबत.

१) या कार्यालयाची अंशतः भोगवटा प्रमाणपत्र जा.क.नमुंमपा./नरवि./प्र. क्र.बी ८१६२ संदर्भ :-6004/२०१६, दि.१२/०९/२०१६.

२) या कार्यालयाची सुधारीत बांधकाम परवानगी जा.क.नगुंमपा./नरवि./बां.प./ 20181CNMMC13686/974/7099, दि.99/09/7099.

आपले वास्तुविशारद यांचा दि.१९/०२/२०१९ रोजीचा प्राप्त अर्ज.

महोदय.

भुखंड क्र.आर-१, रोक्टर क्र.४०, नेरुळ, नवी मुंबई या जागेत निवासी व वाणिज्य कारणासाठी सुधारित बांधकाम परवानगी देणेबाबतचा प्रस्ताव महानगरपालिकेस वरील संदर्भाधिन पत्रान्वये प्राप्त झालेला आहे. संदर्भाधिन जागेत निवासी व वाणिज्य उपयोगासाठी बांधकाम परवानगी मुंबई प्रांतिक अधिनियम, १९४९ च्या कलम २५३ व २५४ तसेच महाराष्ट्र प्रादेशिक नगररचना अधिनियम, १९६६ च्या कलग ४५(१) (३) मधील तरतुदीनुसार तसेच सदर पत्रातील नमूद १ ते ९ अटी व सुधारीत बांधकाम प्रारंग प्रमाणपत्रातील अटींची पुर्तता/पालन करणेचे अटीसापेक्ष खाली नमुद केलेल्या बाबींचे पालन करणेचे अधिन प्रकरणी सुधारीत बांधकाम प्रारंभ प्रमाणपत्र मंजुर करण्यात येत आहे.

पाणी पुरवठा व मलनिःस्सारण सुविधा आवश्यक शुल्क भरणा केल्यानंतर उपलब्ध करुन देण्यात येतील. सार्वजनिक स्वरुपाच्या रस्त्यावर व गटारीत बांधकाम साहित्य पडणार नाही याची दक्षता घेण्यात यावी. अशाप्रकारे बांधकाम साहित्य रस्त्यावर अथवा इतर सार्वजिनक जागेवर आढळुन आल्यास आपणावर कार्यवाही करणेबाबत संबंधित विभागास कळविण्यात येईल किंवा बांधकाम परवानगी रद्द करण्याबाबतची कार्यवाही सुध्दा करण्यात येईल याबाबतची नोंद घ्यावी.

बांधकाम सुरु असताना जागेवरील रिकामे गाळे / रादनिका यांची संरक्षणाची जबाबदारी संबंधित जिमनमालक / भुखंडधारक / गाळेधारक यांची राहिल. तसेच अर्घवट बांधलेल्या जागेचा गैरवापर होऊ नये म्हणुन संबंधित भुखंड धारकाने कुंपण गिंत बांधुन त्या ठिकाणी अनुचित प्रकार होणार नाही याची दक्षता घ्यावी. गैरकृत्य करताना आढळल्यास संबंधितांस कायदेशिर कार्यवाही

भूखंड संखल भागामध्ये असल्यास जमीनीची पातळी (Ground Level) भरणी करुन उंच करावी. जमीनीची पातळी ही रस्ता आणि Sewer Line यांच्या पेक्षा उंचावर असली पाहिजे. सांडपाणी, पावसाळयाचे पाणी आणि मल यांचा निचरा योग्यपा होऊन भुखंडामध्ये पाणी साचणार नाही अशी भूखंडाची पातळी तयार करावी.

इमारतीचे बांधकाम मंजूर नकाशाप्रमाणे करण्यात यावे. बांधकामामध्ये फेरफार अथवा वाढीव बांधकाम करावयाते असल्यास महाराष्ट्र प्रादेशिक व नगररचना अधिनियमातील तरतुदीनुसार सुधारीत बांधकाम नकाशे मंजुर करुन धेणे आवश्यक

आहे. मंजुर नकाशा व्यतिरिक्त बांधकाम केल्यास ते कायद्यातील तरतुदीनुसार कारवाईस पात्र राहील, याची कृपया नोंद घ्यावी इमारतीचे बांधकाम करणारे मजुरांचे निवासीकरीता (Labour Shed) भूखंडाचे हदीत आरोग्याच्या दृष्टीकोनातुन त्यांवे तात्पुरते टॉयलेटसह सोय करणे आवश्यक आहे. त्यासाठी भूखंडाचे ऐका बाजुचे सामासिक अंतरात ३.०० मी. रुंदीचे तात्पुरती शेडस् टॉयलेट करण्यास परवानगी देणेत येत आहे. याबाबत पुरेशी व्यवस्था न केल्यास जोता लेव्हलचे पुढील काम करणेत तसेच भोगवटा प्रगाणपत्रासाठी अर्ज करणेपूर्वी सदर शेंड स्वखर्चाने काढुन टाकणेत यावी.

काम परक्तुगीचे तारीख, वास्तुविशारदाचे नांव, जिमन मालकावे नाव गावा. महानगरपालिकेस माहीतीसाठी ठेकेदाराचे ना<sup>व व</sup> दू या खेळाहियास पाठविण्यात यावा ही विनंती.

'जन्म असो वा मरण आवश्यक नोंदणीकरण"

THE

 प्रस्तुत भूखंडावरील इमारतीचे बांधकाम करीत असतांना बांधकामामुळे आजुबाजुच्या नागरीकांना प्रदुषणांचा त्रास
 होणार नाही तसेच बांधकाम प्राप्तिकां प्रतिसरामधील होणार नाही तसेच बांधकाम प्रगतीपथावर असतांना बांधकामामुळे आजुबाजुच्या नगराकाना अपुर नगरीकांच्या सुरक्षिततेसाती National असताना बांधकामावरील मृजूर अथवा सभोवतालच्या परिसरामधील नागरीकांच्या सुरक्षिततेसाठी National Building Code मधील तरतुदींचे तसेच अनुषंगीक कायद्यातील तरतुदींचे कारेकोरपणे पालन / अंगलवायकारी कार्यातील तरतुदींचे काटेकोरपणे पालन / अंमलबजावणी करणे संबंधीत भूखंडधारक / विकासकांवर बंधनकारक राहिल. जर भविष्यात आपले मालकीच्या भरवंडावर राज्य आपले मालकीच्या भूखंडावर चालु असलेल्या बांधकामामुळे जिवीत अथवा सार्वजनिक / खाजगी मालमत्तेस कुठल्याही प्रकारची हानी झाल्यास लगान संबंधीत भूखंडधारक / विकासकावर बंधनकारक राहिल.

 प्रस्तुत भूखंडावर भोगवटा प्रमाणपत्रासाठी अर्ज सादर करणेपूर्वी आपले भूखंडाचे आजुबाजुस असणा-या सार्वजनिक स्वरुपाचे पदपथ, रस्ते गुरुपे जन्म विकास करणेपूर्वी आपले भूखंडाचे आजुबाजुस असणा-या सार्वजनिक स्यरुपाचे पदपथ, रस्ते, गटारे, जलवाहिन्या, मलिःस्सारण वाहिन्या इत्यादी बाबीस काही हाती पोहोचले असल्यास सदर बाबी पूर्ववत करायाची सर्वारी सदर बाबी पुर्ववत करण्याची सर्वस्वी जबाबदारी भूखंडधारकाची /विकासकाची राहील अन्यथा भोगवटा प्रमाणमञ्जासाठी अर्ज विचारात घेतला जाणात सर्वे

 प्रस्तुत भूखंडावर बांधकाम परवानगी दिल्यानंतर संबंधित भूखंडाच्या वास्तुविशारदाने कामाच्या प्रगतीबाबतचा अहवाल दर दोन महिन्यांनी या कार्याच्या विल्यानंतर संबंधित भूखंडाच्या वास्तुविशारदाने कामाच्या प्रगतीबाबतचा अहवाल दर दोन महिन्यांनी या कार्यालयास विना विलंब सादर करणे बंधनकारक राहील अन्यथा भोगवटा प्रमाणपत्रासाठी आपला अर्ज विचारल प्रेतरा

४) आपण आपले नियोजित इमारतीचे बांधकाम प्रत्यक्ष सुरु करण्यापुर्वी आपण सादर केलेलया हमीपन्नानुसार बांधकाम करतांना आवश्यक अवस्थान करतांना आवश्यक असणाऱ्या कामगारांच्या कुटुंबामधील ६ ते १४ वर्ष वयोगटातील मुले प्राथमिक शिक्षणापासुन वंचित राह नये या वस्त्रीने लांच्या कामगारांच्या कुटुंबामधील ६ ते १४ वर्ष वयोगटातील मुले प्राथमिक शिक्षणापासुन वंचित राहु नये या दृष्टीने त्यांच्या प्राथमिक शिक्षणाची सोय उपलब्ध होत असल्याची खातरजमा करणे अनिवार्य आहे. तशाप्रकारे कामगारांच्या कर्णाच्या प्राथमिक शिक्षणाची सोय उपलब्ध होत असल्याची खातरजमा करणे अनिवार्य आहे. तशाप्रकारे कामगारांच्या कुटुंबाची व्यवस्था करण्याची आपली अथवा आपले द्वारा नियुक्त केलेल्या कंत्राटदाराची सर्वरवी जबाबदारी आहे उपलेखा करण्याची आपली अथवा आपले द्वारा नियुक्त केलेल्या कंत्राटदाराची

4) नवी मुंबई मधील गृहनिर्माण व व्यापारी संकुलातील सांडपाण्याच्या (Gray Water) पुनर्वापर बाबतच्या महाराष्ट्र शासनाच्या दि ११९/१८ १८८१ के विकास नियंत्रण शासनाच्या दि.०७/०६/२०१० रोजीच्या राजपत्रात प्रसिध्द झालेल्या नदी मुंबई महानगरपालिकेच्या विकास नियंत्रण नियमावलीच्या प्रारूप विकास राजपत्रात प्रसिध्द झालेल्या नदी मुंबई महानगरपालिकेच्या व वापर नियमावलीच्या प्रारुप नियम क.३६(अ), नुसार सदर भुखंडावर आपणांस अद्ययावत सांडपाणी पुनप्रक्रिया व वापर सयंत्राची तरतद करणे व्या वापर सयंत्राची तरतुद करणे, त्या अनुशंगिक पाण्याची स्वतंत्र्य टाकी व हिरव्या रंगाची पाईप लाईन्स बसविणे, कार्यान्वित करणे तसेच दक्किरोत्रेत्रास्त्र करणे तसेच दुरुस्ती/देखभाल करणे बंधनकारक राहील. त्याअनुषंगाने आपणांस महापालिकेस प्रस्तावित उत्सर्जन व्यवस्थापन आराणवा आराणवा मारा बागवित वे व्यवस्थापन आराखडा सादर करणे बंधनकारक राहील. त्यानुसार पुनर्प्रक्रीया केलेल्या पाण्याचा वापर बागबिंगचे, फ्लर्शींग (Flushion) राह्मा कार्या वापरणे फ्लशींग (Flushing) गाड्या धुण्याकरीता (पिण्याच्या व स्वयंपाकगृहाच्या वापराव्यतिरिक्त) इत्यादी साठी वापरणे बंधनकारक राहील बंधनकारक राहील. उक्त प्रारुप नियमावली नगररचना विभागामध्ये तसेच नवी मुंबई महानगरपालिकेच्या संकेत

६) पाळणाघरांसाठीची टेंपररी शेड (सुरक्षित) हंगामी शेड, जागेवरील बांधकाम सुरु करणेपुर्वी बांधुन पाळणाघर असा नामफलक लावण्यात यावा. पिण्याचे पाण्याची सोय, छोटे स्वयंपाकचर, स्वच्छतागृह व इतर पाळणाघरास अनुषंगिक व्यवस्था करण्यात याव्यात. तसेच पाळणाघराची व्यवस्था पाहण्यासाठी एक स्वतंत्र्य व्यक्ति/सेवक यांची नेमणुक

करण्यात यावी.

७) प्रस्तुत प्रकरणात शासन, रेल्वे विभाग, सिडको तसेच नवी मुंबई महानगरपालिकेने वेळोवेळी दिलेलें आदेश बंधनकारक

८) प्रस्तुत प्रकरणात सादर करण्यात आलेली कुठलीही माहिती / कागदपत्रे चुकीची अथवा दिशाभूल करणारी असल्याचे निदर्शनास आल्यास सदरची परवानगी आपोआप रह होईल.

#### प्रत माहितीसाठी:-

 मे. हितेन सेठी, वास्तुविशारद, तळ मजला, ययाती को.ऑ.हौ.सोसा., भूखंड क्र.१, सेक्टर ५८ओ, नेरुळ, नवी मुंबई.

२. व्यवस्थापक शहर सेवा, सिडको लि.

३. उपआयुक्त (उपकर), नमुंमपा.

४. विभाग अधिकारी, घणसोली, नमुंमपा.

आपला,

(अविस ए. मोमीन) सहाय्यक संचालक, नगररचना,

नवी मुंबई महानगरपालिका



NAVI MUMBAI MUNICIPAL CORPORATION AMENDED COMMENCEMENT CERTIFICATE AC/TPO/BP/Case No. 20191CNMMC14870/1156/ 2019

Permission is herby granted under Section 45(1) (iii) of the Maharashtra Regional & Town

Act 1965 and Section 353 & 254 of the Bombay Provincial Municipal Corporation Act. 104 Planning Act, 1966 and Section 253 & 254 of the Bombay Provincial Municipal Corporation Act, 1949 Planning Act, 1966 and Section 253 & 254 of the Bombay Provincia As M/s. L & T Seawoods Ltd. (Developers), plot No.R-1, Sector 40, Nerul, Navi Mumbai. As not the development work and the section 253 & 254 of the Bombay Provincian for the development work. M/s. L & T Seawoods Ltd. (Developers). Plot No.n-4.

per the approved plans and subject to the following conditions for the development work of the proposed plans and subject to the following conditions. proposed Building. : 162002.83 m<sup>2</sup> Summary of Proposal :-243004.245 m NMMC/TPO/OC/CASENO.8162/6004/2016, Dated 12/09/2016, 243004.245 m<sup>2</sup> A) Plot Area Commercial Area = 123883.185 m<sup>2</sup> F.S.I. : NMMC/TPO/BP/20181CNMMC13686/125/2019, Permissible BUA Existing part O.C. Area Dated 11/01/2019, Commercial Area=12311.061 m<sup>2</sup> Area under construction : 136194.246 m (C.C.No.& dated) Total Existing commercial Area : 1152,148 m Proposed Commercial Area : 103571.07 m2 Proposed Residential Area 104723.185 m2 Total Built up Area (Proposed) 04 Nos No. of Shops (Proposed) 1557 Nos Existing 3 Basement+Existing lower Ground+ No. of Residential Unit (Proposed) : 76 Nos Existing upper Ground +2nd to 3rd Floor Parking 'C' Cluster 4 to 11 Floor Residential. Existing 2 Basement+Existing lower Ground : 919 Nos 'D' Cluster (Commercial)+ Podium +Upper 14 Floor Residential. Existing 3 Basement+Commercial in lower 'G' Cluster 562 Nos Podium Parking + Upper 17 Floor Residential. Commercial+Stilt : Gr. Floor Podium Parking : 1st Floor Total Built up area consumed (B+C) : 240917.431 m<sup>2</sup> 1) The Certificate is liable to be revoked by the Corporation if : a) The development work in respect of which permission is granted under this Certificate is not carried out or the use there of is not in accordance with the sanctioned plans. b) Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Corporation is contravened. c) The Municipal Commissioner is satisfied that the same is obtained by the Applicant through fraud & misrepresentation and the Applicant and / or any person deriving title through or under him, in such and event shall be deemed to have carried out the development work in contravention of Section 43 or 45 of the Maharashtra Regional & Town Planning Act, 1966. 2) THE APPLICAT SHALL: a) Give a notice to the Corporation on completion up to plinth level and 7 days before the b) Give written notice to the Municipal Corporation regarding completion of work. c) Obtain an Occupancy Certificate from the Municipal Corporation. Allow the Officers of the Municipal Corporation to enter the building or premises for which the permission has been granted at any time for the building or premises for which the permission has been granted at any time for the building or premises for which the control of the control of the permission has been granted at any time for the building or premises for which the permission has been granted at any time for the building or premises for which the permission has been granted at any time for the building or premises for which the permission has been granted at any time for the building or premises for which the permission has been granted at any time for the building or premises for which the permission has been granted at any time for the building or premises for which the permission has been granted at any time for the building or premises for which the permission has been granted at any time for the building or premises for which the permission has been granted at any time for the building or premises for which the permission has been granted at any time for the building or premise for the buildin permission has been granted at any time for the purpose of enforcing the building control The structural design, building materials, plumbing services, fire protection, electrical installation etc. shall be in accordance with the installation etc. shall be in accordance with the provision (except for provision in respect of the provision in the provis floor area ration) as prescribed in the National Building Code by the Indian Standard The Certificate shall remain valid for a period of one year from the date of issue and can be further revalidated as required under provided. further revalidated as required under provision of Section M.R.& T. P. Act, 1966. The section M.R.& T. P. Act, 1966. SUBTREMEMBER STATE PROVIDED PROVISION OF Section M.R.& T. P. Act, 1900 provided further than but such extended period shall be in the such extended period shal years provided further that such lapse shall not be any subsequely permission uppersection 44 of the Maharashtra Regional & Town Planning 15096

- 5) The condition of this Certificate shall not be binding not only on the Applicant but also its
- successors and every person deriving title through or under them. A certified copy of the approved plans shall be exhibited on site and the Name Board showing name of Owner, Architect, Builder & Structural Engineer, Ward No., Sector No., Plot No., Survey No., Area of Plot No., of flats, Built-up Area, Commencement Certificate No. & Date shall be installed on site.
- The plot boundaries shall be physically demarcated immediately and the intimation be given
- to this section before completion of plinth work. The amount of S.D. Rs. 47,38,052/- S.D. Rs. 32,40,057/- for Mosquito Prevention's Rs. 32,40,057/- for debris & S.D. Rs. 8,10,025/- for Tree Plantation deposited with NMMC as Security Deposit shall be forfeited either in whole or in part at the absolute discretion of the corporation for breach of any other Building Control Regulation and condition attached to the permission covered by the Commencement Certificate. Such a forfeiture shall be without prejudice to any other remedy or right of the Municipal Corporation.
- You shall provide overhead water tank on building & underground water tank in two 91 compartments. One for drinking water & another for other than drinking water. It should confirm to the standards applicable in this behalf.
- 10) You should approach to the Executive Engineer, M.S.E.B. for the power requirement location of transformer if any, etc.
- 11) Every plot of land shall have at least 1 tree for every 100 Sq. M. or part thereof of the plot
- 12) For all building of non-residential occupancies and residential building with more than 15M height following additional conditions shall apply :--
  - The staircase shall be separated by fire resistance walls and doors from rest of the a) buildings.
  - Exist from lift lobby shall be through a self closing smoke stop door. b)
  - There shall be no other machinery in the lift machinery room. c)
  - For centrally air conditioned building area of external open able windows on a floor shall d)
  - One of the lift (Fire lift) shall have a minimum loading capacity of 6 persons. It shall have e) solid doors. Lights shall not be designed in the staircase wall.
  - Electrical cables etc. shall in separate ducts. f)
  - Alternate sources of electric supply or a diesel generator set shall be arranged. For g) emergency service.
  - Hazardous material shall not be stored. h)
  - Refuse stamps or storage places shall not be permitted in the staircase wall. i)
  - Fire fighting application shall be distributed over the building. j)\_\_\_
  - For building upto 24 M. Height capacity of underground storage tank and overhead storage shall be 50,000 ltrs. And 10,000 ltrs. Respectively. Wet rises shall be provided. k) Pump capacity 1000 itrs./min and 250 ltrs./min. respectively. For building with height above 24 mtrs. The figures shall be 75000 ltrs. And 10,000 ltrs. pump capacity of 1350 ltrs./min and 450 ltrs./min. respectively as per fire And the requirment.
- 13) Recreation ground or amenity open space be developed before submission of Building Completion Certificate.
- 14) No work should be started unless the existing structures area to be demolished with utmost
- 15) Applicant / Architect should strictly follow all the conditions of development agreement. Owner & Architect will be held responsible for breach of any condition of development Agreement of CIDCO.
- 16) The Owner & the Architect and Structural Engineer Uniterpad are fully responsible for the construction quality of the building as per approved but building construction quality, which should confirm to with intensity in seismic zone III.

दस्त कु

DATE: 19/09 /2019

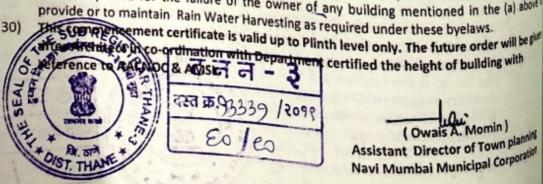
NO.NMMC/TPO/BP/Case No. 20191CNMMC14870/1158 2019 17) The Occupancy Certificate for the proposed building will not be granted unless the house

- The Occupancy Certificate for the proposed building Main Sewer lines to the satisfaction of Drainage lines are connected to the Municipal Main Sewer lines to the satisfaction of Drainage lines are connected to the Municipal Provision of garbage bin on the site Drainage lines are connected to the Municipal Manager lines are connected to the Municipal Authority as well as Plantation of trees and provision of garbage bin on the site. Municipal Authority as well as Plantation of trees and provided with the plan as per Application for completion /occupation Certificate shall be accompanied with the plan as per
- construction done on the site.

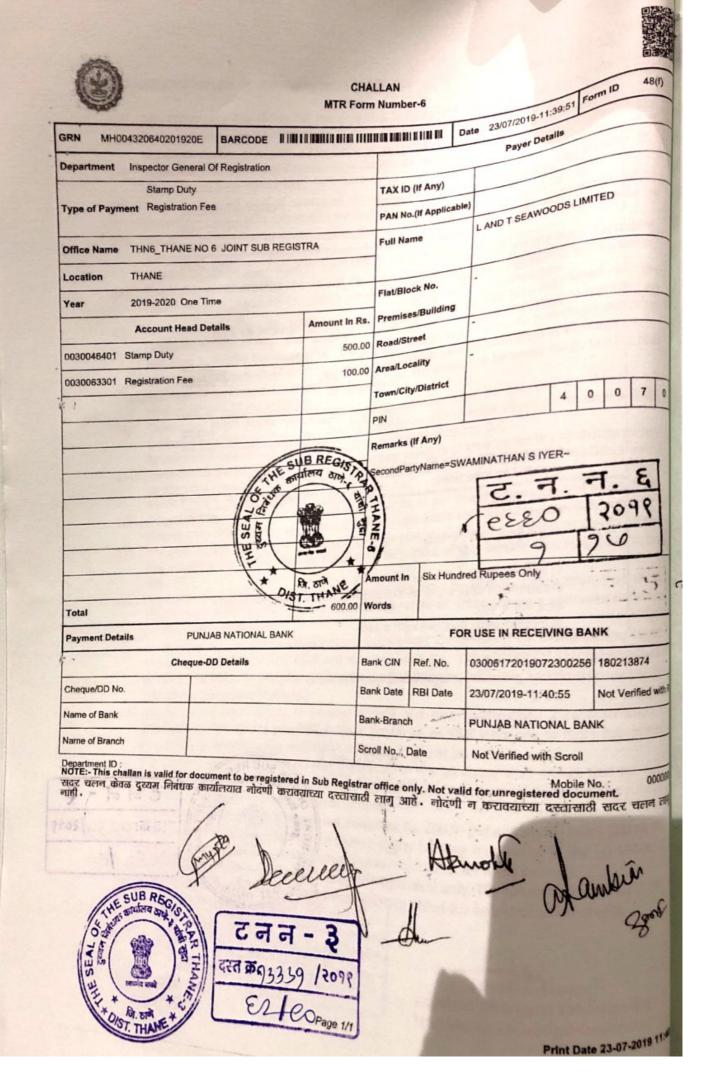
  Area of required parking spaces as shown in approved plan should be marked with the 18)
- material of permanent nature with numbering.

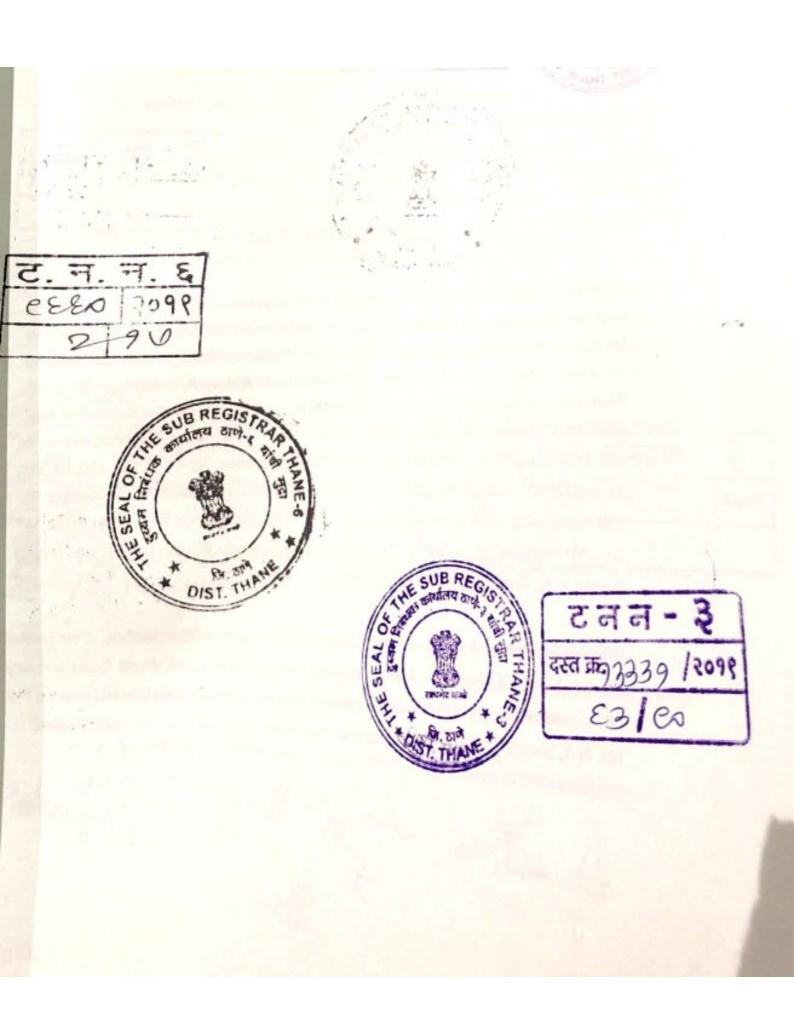
  20) The building material in reconstruction case or soil removed from the trenches should not be dumped or stored on site as well as the should be dumped or stored on site as the should be dumped or stored on site as the should be dumped or stored on site as the should be dumped or stored on site as the should be dumped or stored on site as the should be dumped or stored on site as the should be dumped or stored on site as the should be dumped or stored on site as the should be dumped or stored on site as the should be dumped or stored on site as the should be dumped or stored or should be dumped or sho
- The building material in reconstruction case or soll redumped or stored on site as would be dumped or stored on municipal road. It should be dumped Corporation. decided by the concern Ward Officers of Navi Mumbai Municipal Corporation. decided by the concern Ward Officers of Navi Multi-
- The building constructed should not be occupied and necessary action as per law will be taken.

  Otherwise it will be treated as unauthorized use and necessary action as per law will be taken. The applicants should fulfill all the health related provisions mentioned in the
- The applicants should fulfill all the lieuwention Activities during and after construction is for mosquito prevention. Implementation of Ant, larval & Mosquito Prevention is for mosquito prevention activities and Tree Authority Bye-Laws 1966" The special mention is for mosquito prevention activities construction of over-head tanks, debris removal and the sanitary conditions of drainage etc. Window sill level must be as per appoverd plans. The difference between chajja level & Slab
- level must be 0.50 mt. minimum.
- Temporary Labor sheds with proper toilet arrangement shall be provided on the site. sufficient arrangement is not provided permission for construction above plinth level will no be granted & said temporary shed should be demolished prior to O.C
- 25) The Owner & the Architect and Structural Engineer concerned area instructed to strictly adhere to the conditions of Provisional FIRE NOC issued vide No./FIRE/H.O./VASHI/402/2019 date 11/01/2019 by Station officer (I/C) Fire, NMMC.
- F.S.I. Calculation submitted in the drawings shall be as per Development Control Rules. If any discrepancy observed, the Architect will be held responsible and liable for necessary action,
- The area shown open to sky on the ground floor plan should not be so used as would disturb the maneuvering of the vehicles required to be parked in the parking spaces shown in the
- 28) This approval supersedes the previous approval approved by NMMC. Other than that under construction as mentioned. You are requested to return all other previous approved drawing for record & cancellation.
- 29) As directed by the Urban Development, Department Government of Maharashtra, under section 154 of MR&TP Act, 1966 and vide provision No. TPB 432001/2133/CR-230/UD-IL dated 10/03/2005, for all buildings greater than 300.00 sq.m. following additional conditions Rain Water Harvesting shall apply.
  - a) All the layout open spaces of Housing Society and new construction / reconstruction additions on plots having area not less than 300.00 sq. m. shall have one or more Rain Water Harvesting structures having minimum total capacity as per plan.
  - b) The owner / society of every building mentioned in the (a) above shall ensure that the [a] Water Harvesting structure is maintained in good repair for storage of water for non potable purposes or recharge of groundwater at all times.
  - c) The Authority may impose a levy of not exceeding Rs. 1000/- per annum for every 100 sq. 1 of built up area for the failure of the owner of any building mentioned in the (a) about

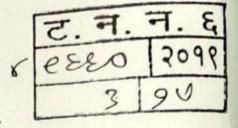


336/9660 पावती Tuesday, July 23, 2019 Original/Duplicate 4:00 PM नोंदणी कं. :39म Regn.:39M पावती क्रं.: 10392 गावाचे नाव: नेरुळ दिनांक: 23/07/2019 इस्तऐवजाचा अनुक्रमांक: टनन6-9660-2019 दस्तऐवजाचा प्रकार: पॉवर ऑफ अँटर्नी सादर करणाऱ्याचे नाव: एल अँड टी सीवूड्स लिमिटेड तर्फे हेड - फायनान्स अँड कंपनी नोंदणी फी ₹. 100.00 दस्त हाताळणी फी ₹. 340.00 पृष्ठांची संख्या: 17 एक्ण: ₹. 440.00 आपणास मूळ दस्त ,यंबनेल प्रिंट,सूची-२ अंदाजे 4:20 PM ह्या वेळेस मिळेल. Joint Sub Registrar Thane 6 बाजार मुल्य: रु.0 /-मोबदला रु.1/-भरलेले मुद्रांक शुल्क : रु. 500/-1) देयकाचा प्रकार: eChallan रक्कम: रु.100/-डीडी/धनादेश/पे ऑर्डर क्रमांक: MH004320640201920E दिनांक: 23/07/2019 बॅकेचे नाव व पत्ता: 2) देयकाचा प्रकार: By Cash रक्कम: रु 340/-मुळ दस्तऐदज परत दिला टा ये क्र. ह









### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that We (1) Hemant Mohta- Head –F&A and Company Secretary (2) Bharat Rastogi –JGM- Finance and Accounts, L&T Limited (3) Ajay Nambiar- Head – Customer Care and Property Management L&T Limited (4) J Hareesh Kumar- Head CRM, L&T Limited (5) Abhay Kamthankar- Sr. DGM-Planning (6) Parmanand Gupta- DGM-MEP; authorized representatives of L&T Seawoods Limited, a Company under the provisions of the Companies Act, having its site office at Plot R-1, Sector 40, Seawoods Railway Station, Navi Mumbai 400 706 and the registered office at L&T House, Narottam Morarji Marg, Ballard Estate, Mumbai 400 on (hereinafter referred to as "the said LTSL") appointed vide Resolution dated 16th July 2019 passed by the said LTSL, having its Registered Office at L&T House, Ballard Estate, N.M. Road, Mumbai 400 001; SEND GREETINGS:

WHEREAS the said LTSL is developing / constructing residential flats, Commercial offices, Multiplex, Airspace, Retail Spaces, Entertainment areas, Food Court and any other premises constructed/ being constructed/ to be constructed on the land bearing Plot No. R-1, Sector 40, Nerul, Navi Mumbai (hereinafter referred to as the "said Project").

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AND WHEREAS the said LTSL is desirous of selling/ transferring the residential flats/ Shops/offices and other tenements constructed/being constructed/to be constructed in the said Project, to the intending purchasers/ third parties, for which the said LTSL is required to authorize its officers to execute the documents.

AND WHEREAS the said LTSL has, vide Resolution dated 16th July 2019 ("the said Resolution"), authorized each of us to severally sign and execute documents for Sale, Transfer, Lease, Leave & License or otherwise for residential flats, Commercial offices, Multiplex, Airspace, Retail Spaces, Entertainment areas, Food Court and any other premises constructed/ being constructed/ to be constructed on the said Project to intending purchasers / third parties (copy of the said Resolution is annexed herewith). The said LTSL, vide the said Resolution, has further authorized us to nominate officers as engaged by L&T Ltd. to appear before Registrar of Assurances and admit execution of the documents on behalf of the said LSTL.

AND WHEREAS it is not possible for us to personally attend the office of appropriate Sub Registrar of Assurances for the purpose of registration of documents;

NOW KNOW YOU ALL THESE PRESENTS WITNESSETH that We, do hereby nominate, constitute and appoint following persons having residential address as referred below, to be our true and lawful Attorney/s, for us and in our names and on our behalf, for appearing before the Registrar / Sub Registrar of Assurances to admit execution of the documents executed by us and jointly and/or severally and to do or cause to be done after any of the following acts, deeds, matters and things, so long as they are in executed with L&T Group Companies:

Mr. Swaminathan S Iyer, Consultant – Business Development, Aadhar No. 986497893766, residing at S/O N. Sivaramkrishna Iyer, II-C/202, Ramchandra Complex, Off Subhash Cross Road, Navpada, Ganesh Nagar, Dombivli West, Thane, Maharashtra 421202

exelopment,

R.K Vishwanathan, Consultant 105732585146, residing at S/O Bankavan Complex, Near Brindavan Thane, Maharashtra 400601

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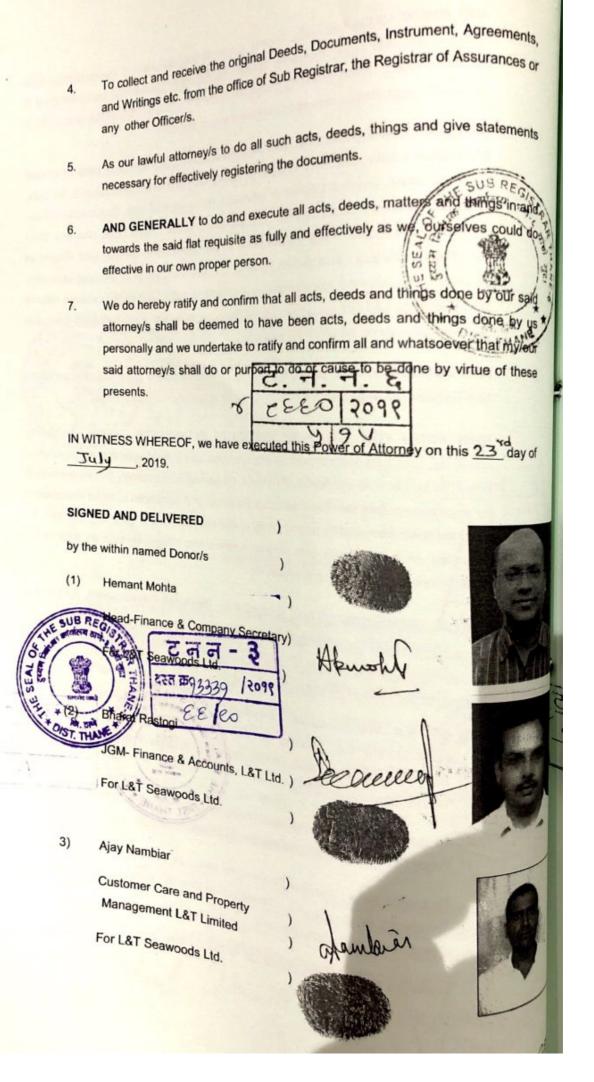
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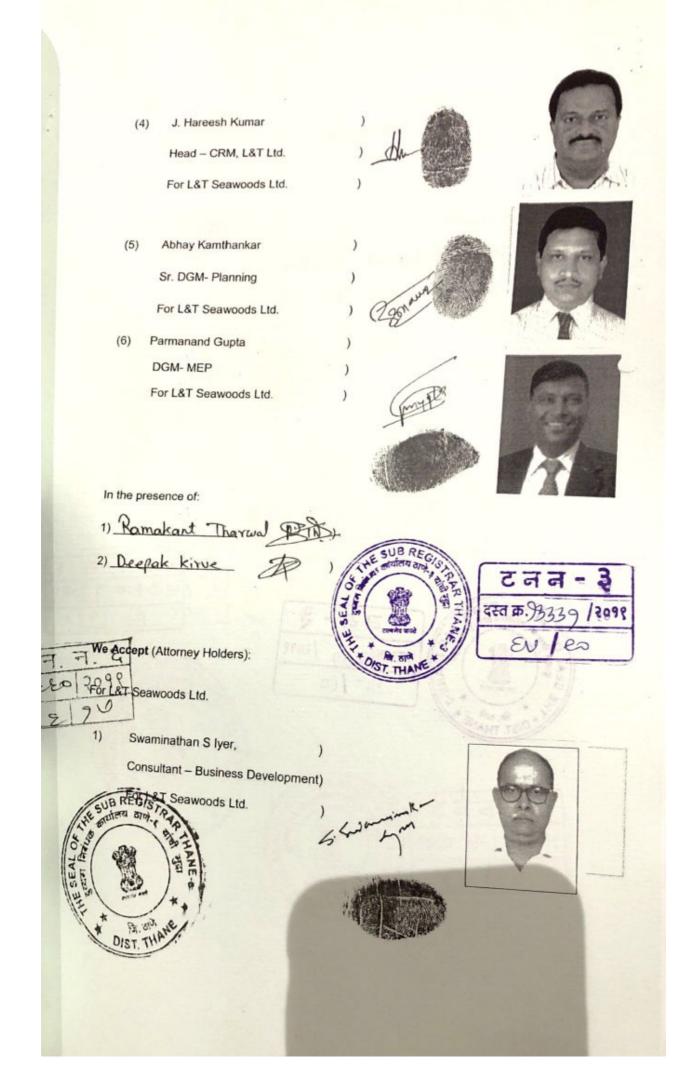
To lodge and present the documents, excluded by us in fespect of the said Project, in the office of Sub-Registrar of Assurances.

 To appear before the Sub-Registrar of Assurances to admit execution of the document/s for us and on our behalf and to take all effective steps in the matter of registration of such document/s.

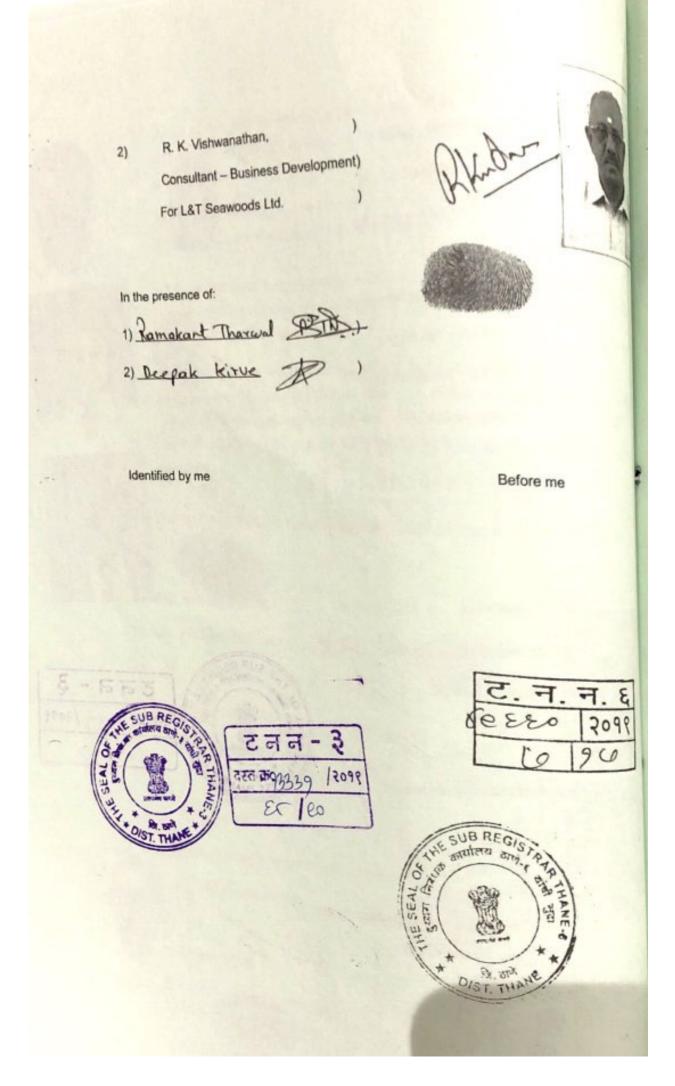
o pay the necessary fees / charges for the registration of the documents.

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TRUE UNDER SECTION 21 OF THE COMPANIES ACT, 2013. AUTHORISED OFFICIALS FOR EXECUTING THE DOCUMENTS SEAWOODS PREMISES

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F&A Head ~ L&T Realty Lighted Name Mr. Shrikant Joshi Sr. No Chief Executive Mr. U. C. Rath Head -F&A and Company Secretary Mr. Subrata Bandyopadhyay 2 JGM - Finance and Accounts, L&T Limited 3 Mr. Hemant Mohta 4 Head - Customer Care and Property Mr. Bharat Rastogi 5 Management, L&T Limited Mr. Ajay Nambiar 6 Head - CRM, L&T Limited Mr. J Hareesh Kumar 7 Sr DGM - Planning Mr. Abhay Kamthankar 8 DGM - MEP Mr. Parmanand Gupta 9 AGM - Electrical Mr. Kishor Kendre 10 to do or cause to be done, for and on behalf of and in the name of the Company all or any of the following acts, deeds and things: a) To sign and execute agreements of any description including agreements for sale, sale deed, description including agreements for sale deed, description including agreement of transfer, leases, sub-lease, leave & license agreements, service agreements, amening agreements, ag agreements, for commercial and residential areas in the said Project and amenities therein a section of the said Project and amenities and the said Project and amenities and the said Project and amenities and the said Project and amenities are said Project and Proje seed droubles, units, shops, flats, retail outlets, multiplex, food court agreements, entertainments, advents entertainments, 0 5096 MUMBA Registered Office: or 40, Seawoods Railway Station, Navi Mumbai 400 706, INDIA L&T House, N. M. Marg Tel: +91 22 4156 7002/3 Fax: +91 22 4156 7046 www.larsentoubro.com CIN: U45203MH2008PLC180029 Ballard Estate Mumbai - 400 001, INDIA



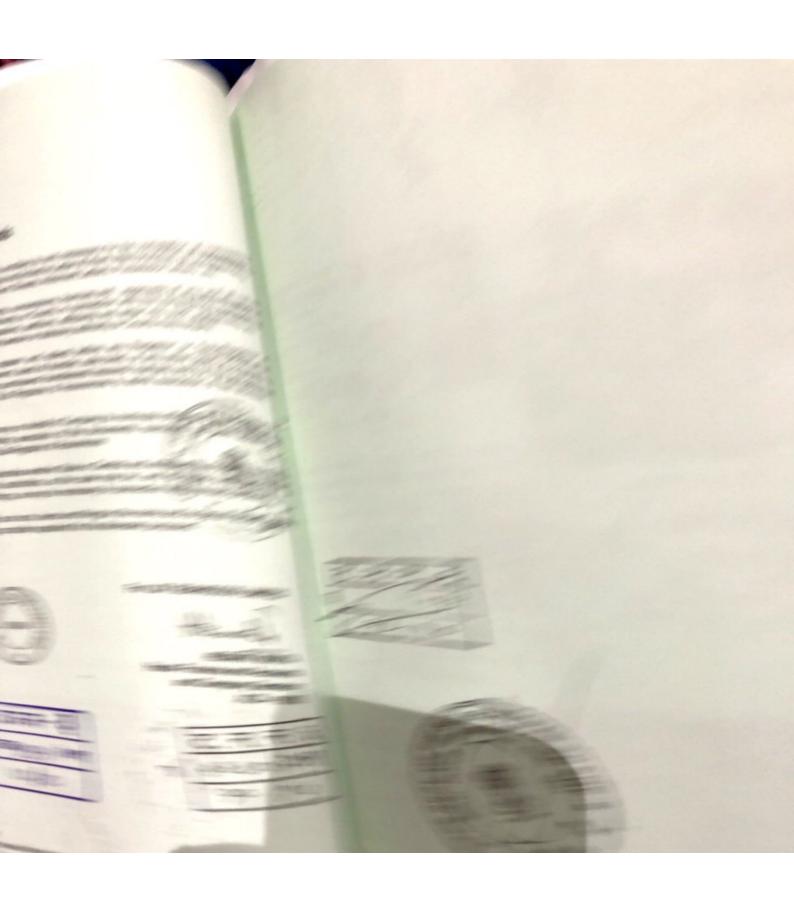
L&T Seawoods b) To sign and execute all documents ancillary to and necessary for the completion of transactions and execute all documents ancillary to and necessary for the completion of transactions.

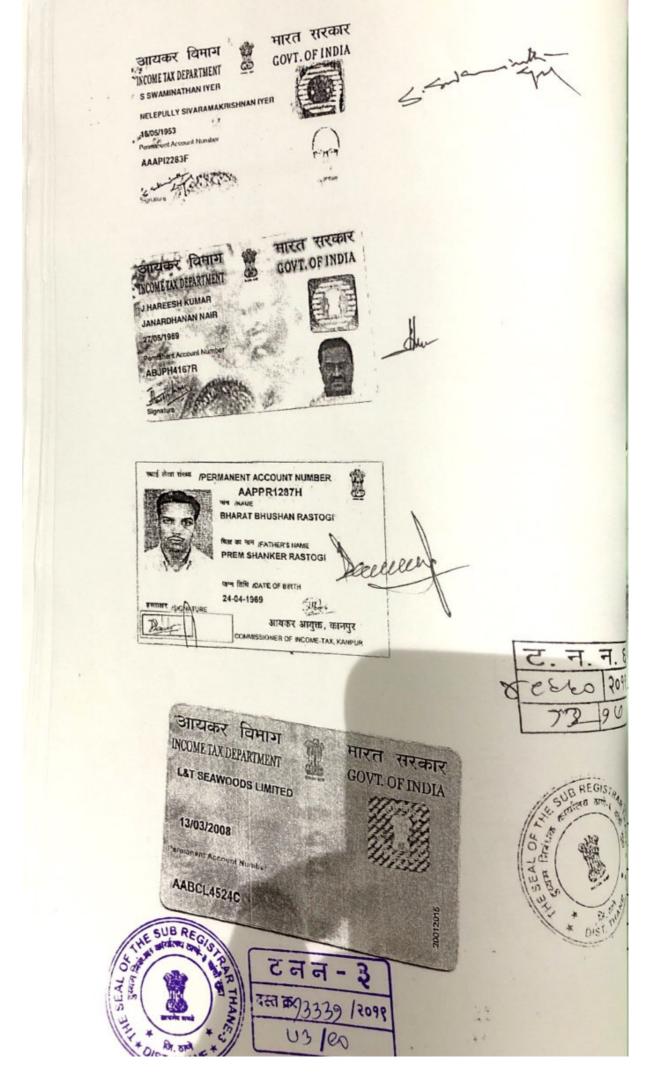
b) To sign and execute all documents ancillary to and necessary for the completion of transactions.

Charles Allotment Letters, Possession letters. To sign and execute all documents ancillary to and necessary to the solution of transactions and and execute all documents ancillary to and necessary to the solution of transactions and execute all documents ancillary to and necessary to the solution of transactions and execute all documents ancillary to and necessary to the solution of transactions and the solution of transactions are solved to the solution of transactions and the solution of transactions are solved to the solution of transactions and the solution of transactions are solved to the solution of transactions and the solution of transactions are solved to the solution of transactions and the solution of transactions are solved to the solution of transactions and the solution of transactions are solved to the solution of transactions and the solution of transactions are solved to the solution of transactions and the solution of transactions are solved to the solution of transactions and the solution of transactions are solved to the solution of transactions and the solution of transactions are solved to the solution of transactions are solved to the solution of transactions are solved to the solution of transactions and the solution of transactions are solved to the solution of transactions are solved to the solution of transactions are solved to the solution of transa To sign and execute an including but not limited to Letter of International Annual Ann Memorandum of Agreeu Territoria.

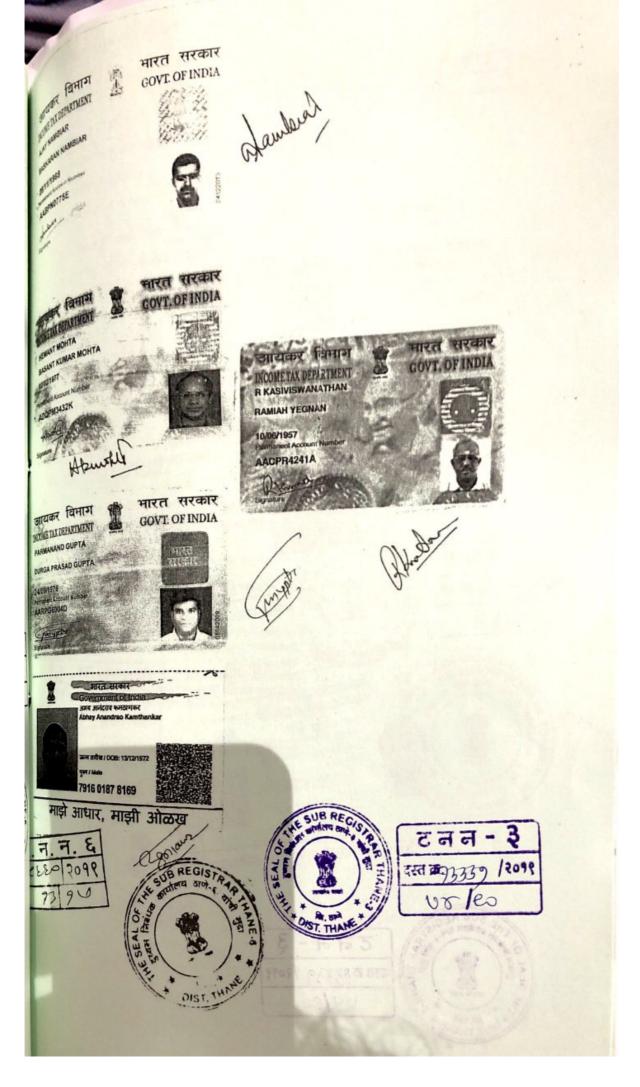
C) To apply for and obtain all consents, concessions, licences and approvals of any and all nature with the transactions mentions. In connection with the transactions mentions and enter into containing and enter into containing the state of the containing and enter into containing the state of the containing and enter into containing the contain To apply for and obtain all consents, concessions, licences and approvals of any and all nature from any person or statutory authority or Courts, in connection with the transactions mentioned from any person or statutory authority or Courts, affidavits and enter into such agreements and to make applications, petitions, affidavits and courts and to make applications, petitions, affidavits and courts and to make applications. To apply for and obtain all control or Courts, in confidence or statutory authority or Courts, affidavits and enter into such agreements and hereinabove and to make applications, petitions, affidavity or Courts may require. hereinabove and to make applications, petitions, amulaytis and to make applications, petitions, amulaytis are such undertaking as the said person or statutory authority or Courts may require. d) To represent the Company, appear and attend before any Registrar or Sub-Registrar of Order deed or down to have the agreement, deed of transfer, sale deed, or any other deed or down To represent the Company, appear and attenu below deed, or any other deed or document Assurances to have the agreement, deed of transfer, sale deed, or any other deed or document deed or transferees/ lessees/ licenses and for this purchasers/ transferees/ lessees/ licenses and for this purchasers/ Assurances to have the agreement, deed of transfer, of lessees/ licenses and for this purpose to duly registered in favour of the purchasers/ transferees/ to admit execution of the aformula the Registrar Sub Registrar of Assurances to admit execution of the aformula to the Registrar Sub Registrar of Assurances to admit execution of the aformula to the Registrar Sub Registrar of Assurances to admit execution of the aformula to the Registrar Sub Registrar of Assurances to admit execution of the aformula to the Registrar Sub Registrar of Assurances to admit execution of the aformula to the Registrar Sub Registrar of Assurances to admit execution of the aformula to the Registrar Sub Registrar of Assurances to admit execution of the aformula to the Registrar Sub Registrar of Assurances to admit execution of the aformula to the Registrar Sub Registrar of Assurances to admit execution of the aformula to the Registrar Sub Registrar of Assurances to admit execution of the aformula to the Registrar Sub Registrar of Assurances to admit execution of the aformula to the Registrar Sub Registrar of Assurances to admit execution of the aformula to the Registrar Sub Registrar duly registered in favour of the purchasers/ transleted to admit execution of the aforesaid appear before the Registrar, Sub Registrar of Assurances to admit execution of the aforesaid e) To execute the Power of Attorney on behalf of Company to nominate officers of the Company or To execute the Power of Attorney on behalf of Company
Holding Company for admitting execution of the documents executed by then
concerned Registrar and/or Sub-Registrar of Assurances concerned Registrar and/or Sub-Registrar of Assurances f) To appear before various authorities whether State or Central and whether Municipal Judicial or such other local authorities, as the case may be, and to make such applications undertakings, affidavits, writings, as may be necessary in connection with the said purposes g) AND GENERALLY to do all such acts, deeds and things in the name and on behalf of the Company as the said Attorney/s may consider expedient for the aforesaid purposes." THE For L&T SEAWOODS LIMITED 1000 MUMBA Place: Mumbai HEMANT MOHTA Date: July 18, 2019 Head- Finance and Accounts and Company Secretary SUB RE ACS - 19618 2090 L&T Seawoods Limited L&T Seawoods Limiteu
Plot No. R-1, Sector 40, Seawoods Railway Station, Navi Mumbai 400 706, INDIA Plot No. R-1, Sector 40, Securous numbers studion, Fluor profitation 400 700, in Tel: +91 22 4156 7046 www.larsentoubro.com Registered Office: L&T House, N. M. Marg

Ballard Estate Mumbai – 400 001, INDIA

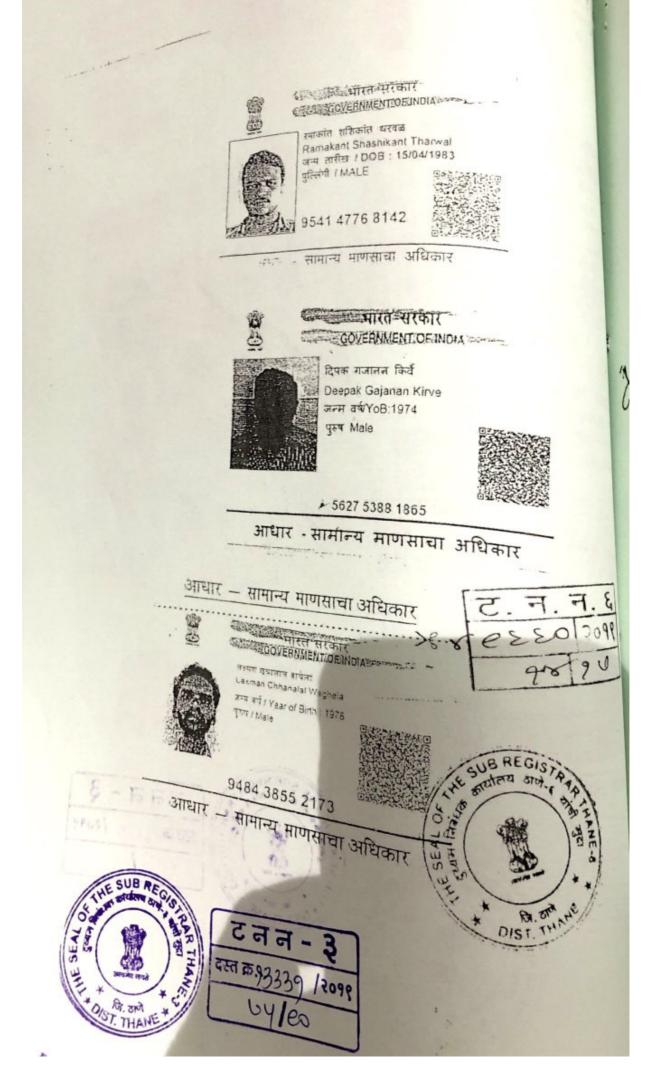




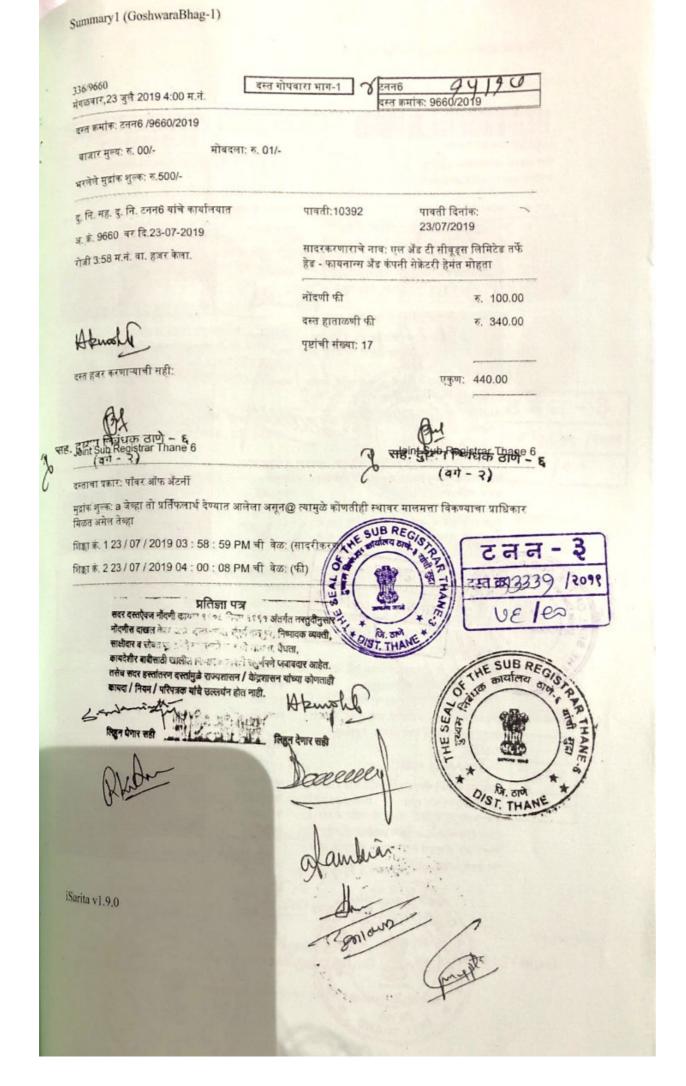
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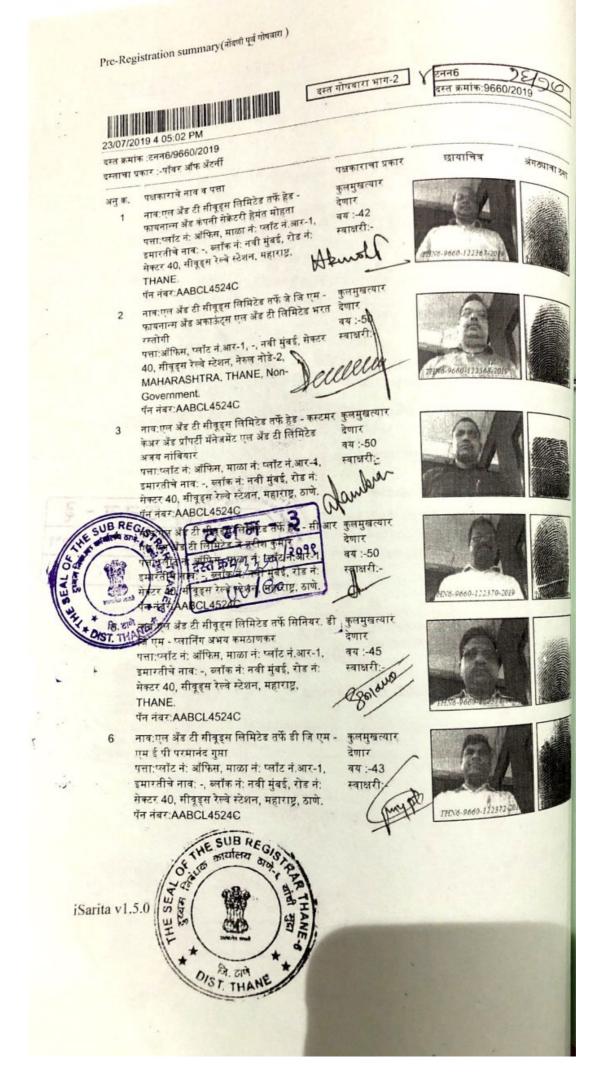


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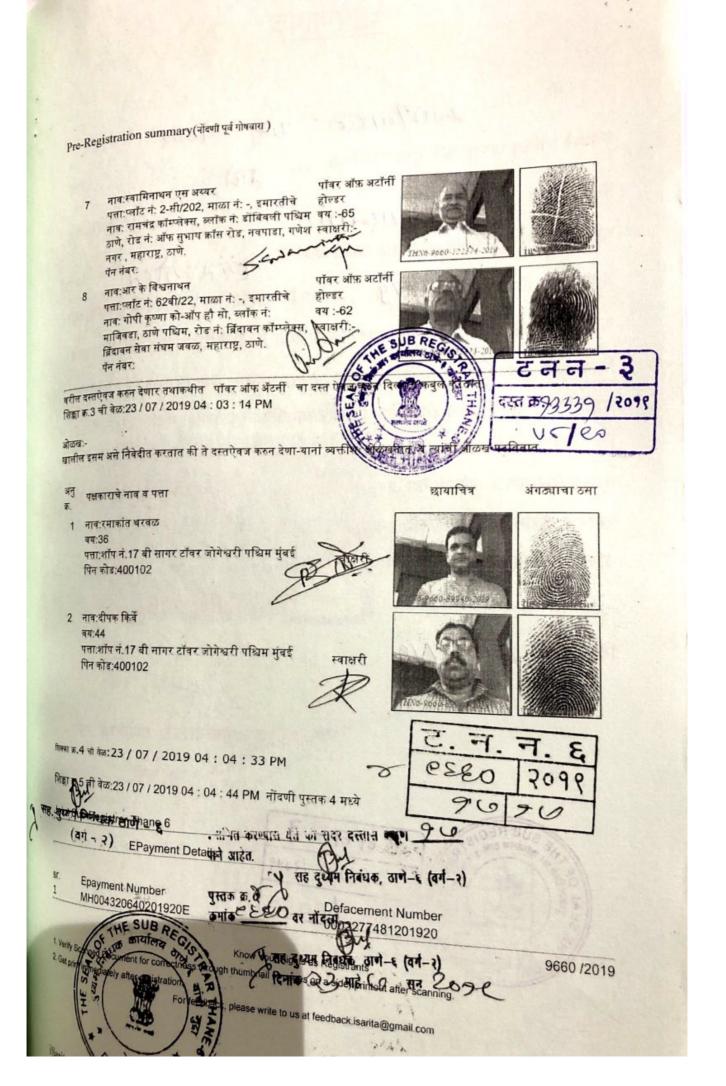


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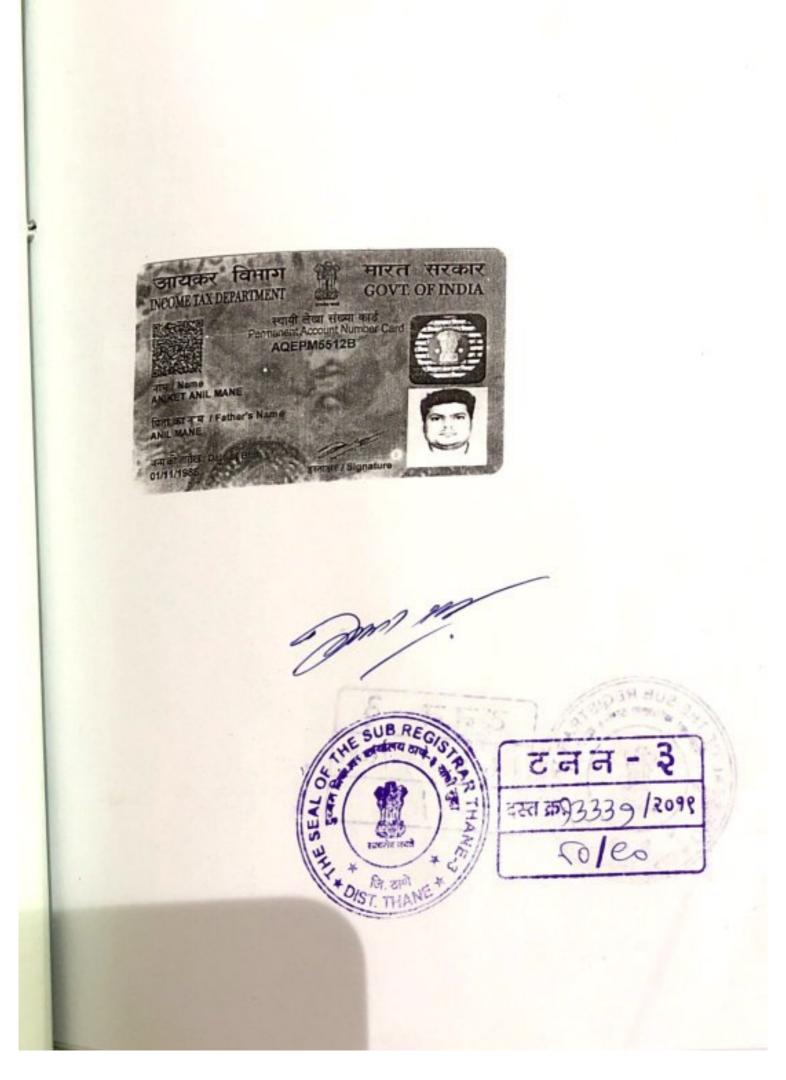
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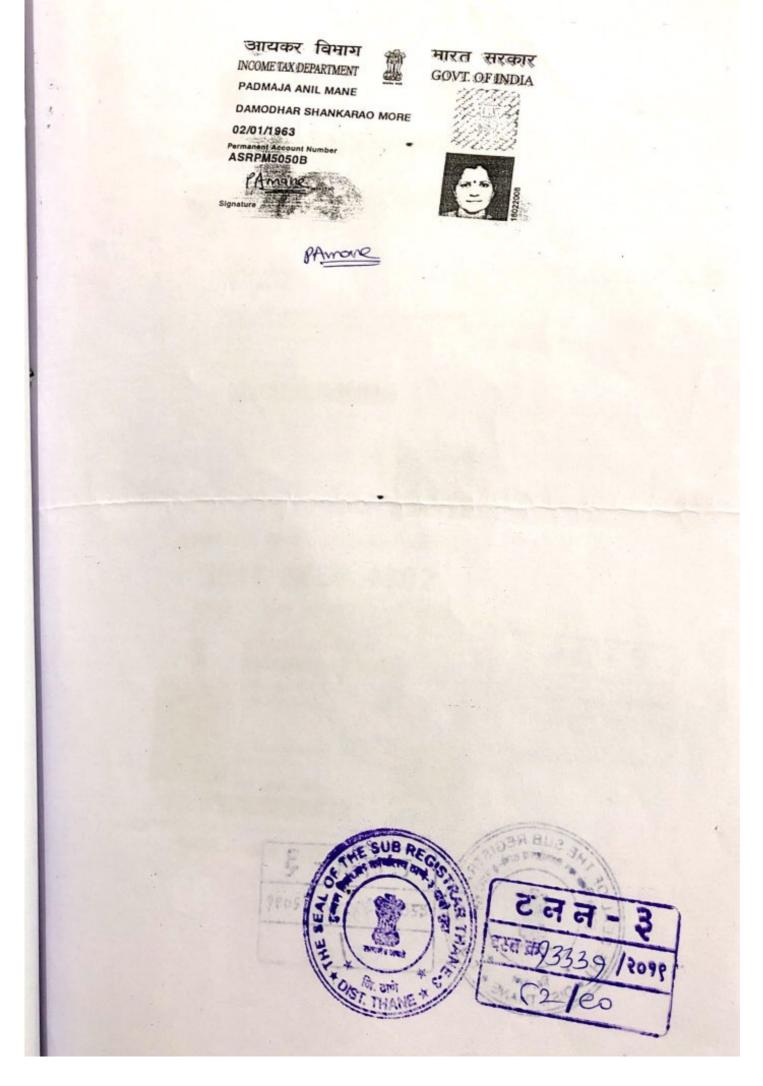
कुलमुखत्यारपत्र धारकाचे नांव

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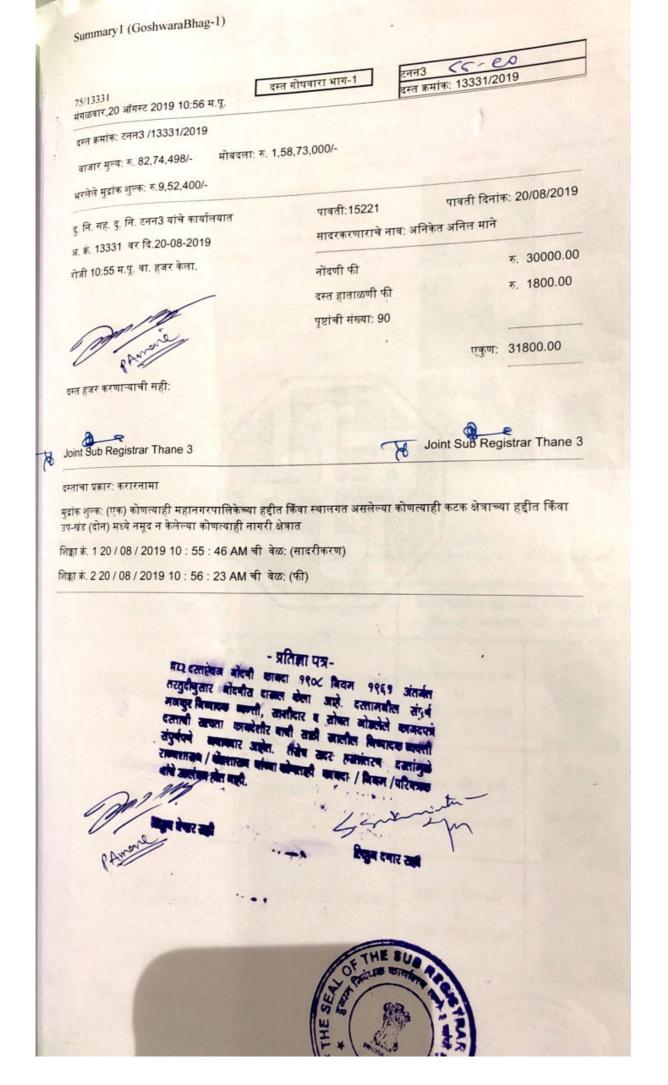


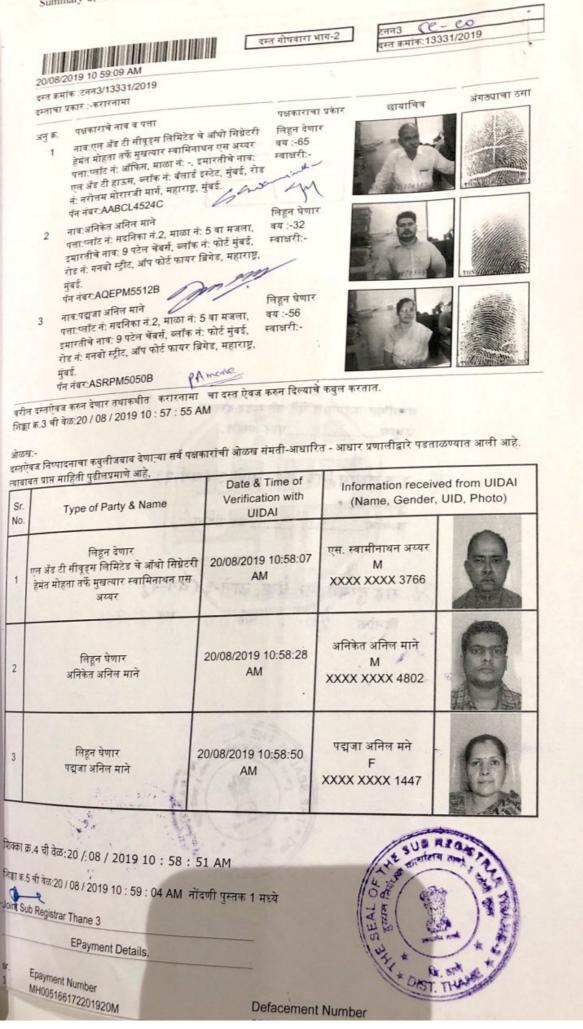


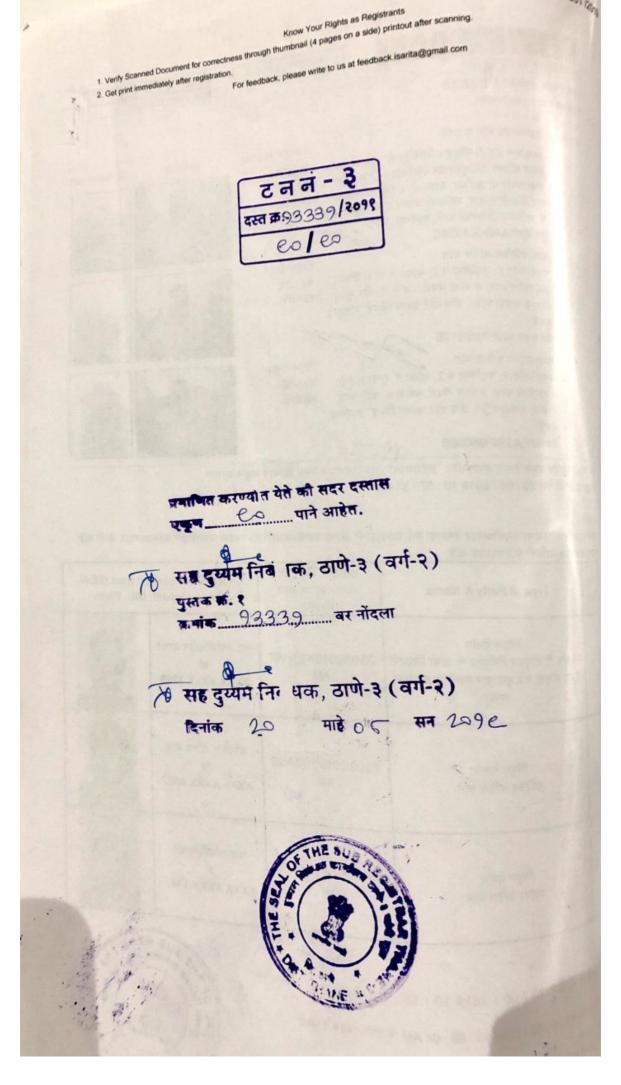


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