

## मावाचे नाव उसरघर

- (1) विलेखाचा प्रकार  
(2) मोबदला  
(3) बाजारभाव(शाहेपट्ट्याच्या बाबतिलपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)  
(4) भू-स्वामन,पोटहिस्सा व घरकमांक(असल्यास)

अंकीअट दू लेव  
₹ 2,689,632/-  
₹ 1,501,739/-

12. पालिकेचे नाव ठाणे इतर वर्णन : प्रोजेक्ट काराबेला मीजे उसरघर सर्व नं.  
12/3ए, 12/4ए, 12/5, 12/6, 12/7, 12/8ए, 12/9ए, 12/1 ए, 12/12, 12/14ए, 12/16, 74/1, 74/2ए, 74/2बी, 74/2सी, 74/3,  
74/4, 74/5, 74/6, 74/7, 74/8, 74/9, 74/10, 75, 76/6, 76/7, 76/8ए, 76/8बी, 76/10, 76/11, 88/0.89/2ए, 125/1, 125/2,  
125/3ए, 125/3बी, 125/4, 125/5ए, 125/5बी, 125/5सी, 125/6, 125/7, 137/1, 137/2, 137/3 . सदनिका नं. 1302  
, 13 वा मजला ,विंग ए ,बिल्डींग RIVIERA , क्षेत्र 628 चौ.फु. कारपेट  
753.60 Square Foot

## (5) क्षेत्रफळ

- (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा  
(7) दस्तऐवज करून घेणा-या/लिहून ठेवणा-या पक्षाचा नाव किंवा दिवाणी न्यायालयाचा हक्कनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

1) नाव:- लोढा इवेलर्स प्रा.लि. तर्फे कु. मू. म्हणून सुरेंद्रन नायर यांचे कु.मू. म्हणून पंढरी केसरकर -- ; वय: 36;  
पत्ता :-216, शाह एण्ड नाहर ईस्टेट, डॉ. ई मोसेस रोड, वरली मुंबई.  
पिन कोड:- 400018  
पॅन नंबर: AABCL1117D

2) नाव:- लोढा पिनेकल बिल्ड टेक प्रा.लि. तर्फे कु.मु. म्हणून सुरेंद्रन नायर यांचे कू.मु. म्हणून पंढरी केसरकर -- ; वय: 36;  
पत्ता :-वरील प्रमाणे.  
पिन कोड:- 400018  
पॅन नंबर: AABCL2688R

3) नाव:- गॅलॅक्सी प्रिमायसेस प्रा.लि. तर्फे कु.मु. म्हणून सुरेंद्रन नायर यांचे कू.मु. म्हणून पंढरी केसरकर -- ; वय: 36;  
पत्ता :-वरील प्रमाणे.  
पिन कोड:- 400018  
पॅन नंबर: AAACL1723E

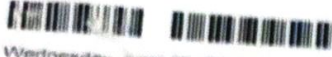
4) नाव:- लोढा ईस्टेट प्रा.लि. तर्फे कु.मु. म्हणून सुरेंद्रन नायर यांचे कू.मु. म्हणून पंढरी केसरकर -- ; वय: 36;  
पत्ता :-वरील प्रमाणे.  
पिन कोड:- 400018  
पॅन नंबर: AACCG4239L

5) नाव:- महावीर बिल्ड ईस्टेट प्रा.लि. तर्फे कु.मु. म्हणून सुरेंद्रन नायर यांचे कू.मु. म्हणून पंढरी केसरकर -- ; वय: 36;  
पत्ता :-वरील प्रमाणे.  
पिन कोड:- 400018  
पॅन नंबर: AAFCM0474Q

- दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हक्कनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता

1) नाव:- ऐ.आर. सल्फोनेटस प्रा.लि. तर्फे अथॉराईज्ड सिग्नेटरी म्हणून संजय बॅनर्जी -- ; वय: 48;  
पत्ता:-प्लॉट नं एन.41, एडिशनल अंबरनाथ, आनंद नगर, अंबरनाथ पू. ठाणे.;  
पिन कोड:- 421506;  
पॅन नं:- AAECA86170





Wednesday 02/02/2012  
1:53:16 pm

पावती

Original  
नोंदणी 39 म  
Regn 39 M

पावती क्र. : 1307  
दिनांक : 25/04/2012

गावाचे नांव : उसरघर  
दस्तऐवजाचा अनुक्रमांक : कलन5 - 1301 - 2012  
दस्त ऐवजाचा प्रकार : अॅगीमेंट टू सेल  
सादर करणा-याचे नाव : ऐ.आर. सल्फोनेटस प्रा.लि. तर्फे अर्थोराईज्ड सिग्नेटरि म्हणुन संजय बॅनर्जी - -  
फी

नोंदणी फी	:	₹.26,900.00
दस्त हाताळणी फी	:	₹.4,520.00
पृष्ठांची संख्या : 226		

एकुण ₹.31,420.00

आपणास हा दस्त अंदाजे 14:13 ह्या वेळेस मिळेल

सह दुय्यम निबंधक कल्याण क्र. 5  
सह. दुय्यम निबंधक कल्याण - ५

बाजार मुल्य : ₹.1,501,739/-

मोबदला : ₹.2,689,632/-

भरलेले मुद्राक शुल्क : ₹.144,020/-

1) देयकाचा प्रकार :By Cash रक्कम: ₹.4,520

2) देयकाचा प्रकार :By Demand Draft रक्कम: ₹.26,900  
डीडी/ धनादेश / पे ऑर्डर क्रमांक :901436 दिनांक :02/02/2012  
बँकेचे नाव व पत्ता :State bank of India Calcutta

मुळ दस्तऐवज परत मिळवून घ्या.

*Sanerje*  
सहायकाची सह

लिपीक

सह. दुय्यम निबंधक कल्याण - ५

मूल्यांकन पत्रक बांधीव शहरी क्षेत्र

Valuation ID : 201204255

Wednesday April 25, 2012  
1:15:14PM

मूल्यांकनाचे वर्ष 2012  
जिल्हा ठाणे  
प्रमुख मूल्य विभाग 226-गावाचे नाव : उसरघर (कल्याण डोंबिवली महानगरपालिका हद्दीतून वगळलेली गावे)  
उप मूल्य विभाग 47/120 -22ड-उसरघर गावातील सर्व मिळकती गावठाण सर्वे नंबर  
क्षेत्राचे नांव Rural  
सर्व्हे नंबर इतर -  
वार्षिक मूल्य दर तक्त्यानुसार जमिनीचा दर

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	श्रीद्योगीक
3800.00	19500.00	29000.00	35000.00	29000.00
मिळकतीचे क्षेत्र	753.60			
मिळकतीचा वापर	निवासी सदनिका	बांधकामाचे वर्गीकरण	1-आर सी सी	
मिळकतीचा प्रकार	बांधीव	उद्ववाहन सविधा	आहे	
मिळकतीचे वय	0 TO 2 वर्षे	बांधकामाचा दर	मजला 11th to 20th Floor	

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर = ( वार्षिक मूल्यदर \* घसा-यानुसार नविन दर ) \* मजला निहाय घट/वाढ

= (19500.00 \* 100 /100 ) \* ( 110.00 /100)

= 21450.00

मुख्य मिळकतीचे मूल्य = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर \* मिळकतीचे क्षेत्र

= 21450.00 \* 753.60

= 1501739.13

अंतिम मूल्य = अंतिम मूल्य दर +तळघराचे मूल्य + पोटमाळ्याचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य +बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य

= A + B + C + D + E + F + G + H

= 1,501,739.13 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00 + 0.00

= 1,501,739.13 /-

क. ल. न. - ५	
दस्त क्र. १३०९	२०९२
९	२२६



क. ल. न. - ७	
दस्त क्र. १३०१	२०१२
२	२२६

**AGREEMENT TO SELL**

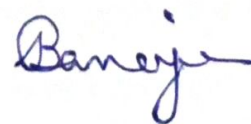
This **AGREEMENT TO SELL** made at Mumbai this 02nd day of MARCH .2012 between **LODHA DWELLERS PRIVATE LIMITED** a Company incorporated and registered under the Companies Act, 1956 and having its registered office at 216, Shah and Nahar Industrial Estate, Dr. E. Moses Road, Worli Mumbai – 400 018 hereinafter referred to as **"THE BUILDER/PROMOTER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the **FIRST PART**;

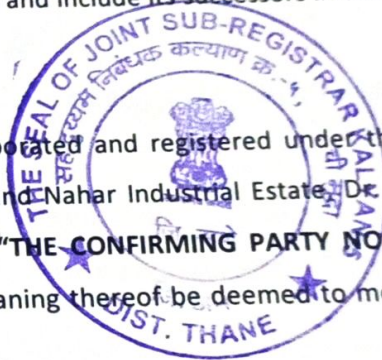
**LODHA PINNACLE BUILD TECH PRIVATE LIMITED** a Company incorporated and registered under the Companies Act, 1956 and having its registered office at 216, Shah and Nahar Industrial Estate, Dr. E. Moses Road, Worli Mumbai – 400 018 hereinafter referred to as **"THE CONFIRMING PARTY NO.1"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the **SECOND PART**;

**LODHA ESTATE PRIVATE LIMITED** a Company incorporated and registered under the Companies Act, 1956 and having its registered office at 216, Shah and Nahar Industrial Estate, Dr. E. Moses Road, Worli Mumbai – 400 018 hereinafter referred to as **"THE CONFIRMING PARTY NO.2"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the **THIRD PART**;

**GALAXY PREMISES PRIVATE LIMITED** a Company incorporated and registered under the Companies Act, 1956 and having its registered office at 216, Shah and Nahar Industrial Estate, Dr. E. Moses Road, Worli Mumbai – 400 018 hereinafter referred to as **"THE CONFIRMING PARTY NO. 3"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors in title and assigns) of the **FOURTH PART**;







**MAHAVIR BUILD ESTATE PRIVATE LIMITED** a private limited company registered under the Companies Act, 1956 having its registered address at 412, Vardhaman Chambers, Cawasji Patel Street, Fort, Mumbai - 400 001 (hereinafter referred to as **THE CONFIRMING PARTY NO. 4**) (which expression shall unless it be repugnant to the context or meaning thereof mean and include its successors and assigns) of the **FIFTH PART**;

क. स. स. 4  
दस्तावेज क्र. 309 2092  
4 228

AND

**M/s.A. R. SULPHONATES PVT. LTD.** Residing / having its address at **PLOT NO.N-41, ADDITIONAL AMBERNATH,ANAND NAGAR MIDC,,AMBERNATH EAST, THANE,-421506** and assessed to Income Tax under Permanent Account Number (PAN) **AAECA8617Q** hereinafter referred to as **"THE PURCHASER"** (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their/its heirs, executors and administrators and assigns) of the **OTHER PART**;

WHEREAS:-

- A. The Builder/Promoter is solely entitled to all the rights related to the development in respect of the lands acquired under the documents referred to in recital (B) below.
- B. By and pursuant to :-



- a. Various Deeds of Conveyance and Agreements for Sale executed by and on behalf of the Original Vendors and registered with the Sub-Registrar of Assurances, Kalyan. **LODHA PINNACLE BUILD TECH PRIVATE LIMITED (LPBTPL)** the Purchasers therein inter alia purchased and acquired free from all encumbrances of any nature whatsoever, all the right, title and interest of the respective Original Vendors free from all encumbrances and granted sole exclusive and transferable rights in respect of and/or in connection with the lands lying, being and situate at **Village Usarghar AND Nilje**, Taluka Kalyan and District Thane in the Registration District and Sub-District of Thane admeasuring in aggregate **50110 sq. mts.** or thereabouts. **LODHA PINNACLE BUILD TECH PRIVATE LIMITED (LPBTPL)** executed **Assignment and Assumption Agreement** dated **19<sup>th</sup> March 2009** and subject to the terms thereof, **LODHA DWELLERS PRIVATE LIMITED (LDPL)** inter alia acquired from **LODHA PINNACLE BUILD TECH PRIVATE LIMITED (LPBTPL)** the sole and exclusive development rights in respect of and / or in connection These lands are more particularly described as **FIRSTLY** in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the **FIRST LAND**). The particulars of each of the Deeds of Conveyance and/or Agreements for Sale and the details of the respective **FIRST LAND** referred to therein are given in **Annexure - "A"** hereto.

- b. Various Agreements for Sale, Development Agreements and Deeds of Conveyance executed by and on behalf of the Original Vendors and registered with the Sub-Registrar

That the said property more particularly described in the **FIRST, SECOND, FOURTH, FIFTH, SIXTH AND SEVENTH LAND OF THE FIRST SCHEDULE** hereunder written belongs to the Builder/Promoter and they have no claims in respect of the same.

- i. The lands described as Firstly, Secondly, Thirdly and Fourthly, Fifthly, Sixthly and Seventhly in the First Schedule hereunder written and collectively referred to as **"THE SAID PROPERTY"**.
- j. The Builder/Promoter now proposes to construct a Residential Complex known as **"CASA BELLA"** consisting of several Multi-Storied Buildings on the said property. On a portion of the said property, the Builder/Promoter is constructing Multistoried Residential Buildings to be known as **"RIVIERA MAJESTICA, SEBENA"** with several wings, among others "the said Buildings" described in the **FIRST SCHEDULE** hereunder written.
- k. The Builder/Promoter has engaged the services of Architects and Structural Engineers for the preparation of the Structural design and drawings thereof, and the construction of the said Buildings shall be under the professional supervision of the said Architect and the Structural Engineer as required under the bye-laws of the local authorities for the time being in force till the completion of the said Buildings.
- l. By a letter bearing Serial No. Revenue/k-1/T-7/nNAP/SB/143/08 dated 19-08-2008, the Collector of Thane and Competent Authority appointed under the Maharashtra Land Revenue Code, 1966 has in respect of the said property granted permission for Non Agricultural (NA) use i.e. residential and commercial purpose cum Commencement Certificate to the Builder/Promoter. The Builder/Promoter has accordingly commenced construction of the said Buildings in accordance with the said plans. Attached hereto is the copy of the **ANNEXURE "A"** is the copy of the said Non-Agricultural Permission cum Commencement Certificate (CC).
- m. The copies of Certificate of Title issued by Advocates showing the nature of the title of the Owners to the said property on which the said Buildings are to be constructed, copy of 7/12 Extract and the Plans and Specifications of the Residential Flat agreed to be purchased by the Purchaser approved by the concerned local authority have been annexed hereto and marked **ANNEXURE "B", "C" and "D"** respectively.
- n. The Purchaser has approached the Builder/Promoter and applied for allotment of a Residential Flat in the Building **Riviera**. The Purchaser has also demanded from the Builder/Promoter and the Builder/Promoter has furnished to the Purchaser inspection and when applicable copies of documents relating to the title, the tentative

9

Banerjee

location and building plans, the approved plans and the Purchaser has confirmed that the Purchaser is satisfied in all respects with regard to the title of the Builder/Promoter in respect of the said property and the limitations associated therewith. The Purchaser confirms that there shall be no further investigation or objection by the Purchaser in that regard and is fully satisfied of the competency of the Builder/Promoter to enter into this Agreement.

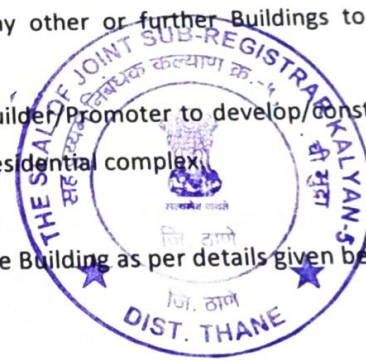
- o. Relying upon the said application and the representations and declarations made by the Purchaser, the Builder/Promoter have agreed to sell to the Purchaser and the Purchaser had have agreed to purchase from the Builder/Promoter the Residential Flat at the price an on the terms and conditions hereinafter appearing.

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

**Definition and Interpretation**

- (A) "Agreement" means this Agreement together with Schedules and Annexures hereto and any other deed and document executed in pursuance hereof.
- (B) "Buildings" shall mean the buildings by name "RIVIERA, MAJESTICA, SERENA" with several wings and/or any other name and any other or further Buildings to be constructed on the property.
- (C) "Casa Bella" means a Project undertaken by Builder/Promoter to develop/construct on the property multi-storied commercial and residential complex.
- (D) "Building:" shall mean Riviera.
- (E) "Residential Flat" means a Residential Flat in the Building as per details given below :
- (i) Residential Flat No : A-1302
- (ii) Floor : 13th FLOOR
- (iii) Building : Riviera
- (iv) Carpet Area : 628 sq. ft.
- (v) Car Parking Space : 1 (4 - WHEELER)
- (F) "Said Property" means the lands more particularly described in the FIRST SCHEDULE hereunder written.
- (G) "Carpet Area" means the carpet area of the Residential Flat including all passages, decks, balconies, service slabs, cupboards, niches and/or any other area which the Purchaser is exclusively entitled to use. Such carpet area is calculated on bare shell basis, prior to application of any finishes / finishing material and is subject to tolerance of +/- 2% on account of structural, design and construction variances.
- (H) "Fit out Date" shall mean the date as specified in clause no 23 herein on which the promoter is expected to make available to the purchaser the apartment for fitout

क. व. नं. 19	
दस्त क्र. 9305	2092
70	228



9 Banij

written for an aggregate lump sum consideration of **Rs.2689632.00 /-** (Rupees Twenty Six Lakhs Eighty Nine Thousand Six Hundred Thirty Two Only) on and subject to terms and conditions hereinafter mentioned. The said consideration is exclusive of any levies of taxes and charges of any nature whatsoever as are or may be applicable and/or payable hereunder in respect of the said Residential Flat or otherwise, now or in future. The Purchaser confirms and agrees that all sums, taxes, and levies shall be solely borne and paid by the Purchaser. The said total consideration of **Rs.2689632.00/-** (Rupees Twenty Six Lakhs Eighty Nine Thousand Six Hundred Thirty Two Only) shall be paid in Installments hereinafter specified:-

- |   |                |
|---|----------------|
| a) Earnest money                          | Rs.27000.00/-  |
| b) Within 21 days from application        | Rs.239274.00/- |
| c) Within 42 days from application        | Rs.268963.00/- |
| d) On registration                        | Rs.NIL /-      |
| e) On initiation of Plinth                | Rs.537926.00/- |
| f) On initiation of 1 <sup>st</sup> Slab  | Rs.137171.00/- |
| g) On initiation of 3 <sup>rd</sup> Slab  | Rs.134482.00/- |
| i) On initiation of 5 <sup>th</sup> Slab  | Rs.134482.00/- |
| j) On initiation of 7 <sup>th</sup> Slab  | Rs.134482.00/- |
| k) On initiation of 9 <sup>th</sup> Slab  | Rs.134482.00/- |
| l) On initiation of 11 <sup>th</sup> Slab | Rs.134482.00/- |
| m) On initiation of 13 <sup>th</sup> Slab | Rs.134482.00/- |
| n) On initiation of 15 <sup>th</sup> Slab | Rs.134482.00/- |
| o) On initiation of 18 <sup>th</sup> Slab | Rs.134482.00/- |
| p) On initiation of Brickwork             | Rs.134482.00/- |
| q) On initiation of Plastering            | Rs.134482.00/- |
| r) On initiation of fitout                | Rs.134478.00/- |

क.ल.न. - ५	
दस्त क्र. १३०१	२०१२
१३	२२६



6. The Builder/Promoter reserves to itself and the Purchaser hereby grants his consent to the Builder/Promoter the right to lay out further additional constructions to the maximum level/extent permissible by vertical extensions of the Buildings constructed on the said property as also construction of additional Buildings thereon and agrees and undertakes not to raise any objections / claims if any in this regard shall be deemed to have been waived. The Builder/Promoter shall

however ensure that the free ingress to and egress of the Purchaser from the Residential Flat is not adversely affected. It is further agreed that in the event of the Purchaser disputing the rights of the Builder/Promoter then in such case the Builder/Promoter shall without prejudice to the other rights and remedies available to the Builder/Promoter have the right to terminate this Agreement notwithstanding the fact that the Purchaser has paid the full consideration amount and/or has been put into possession

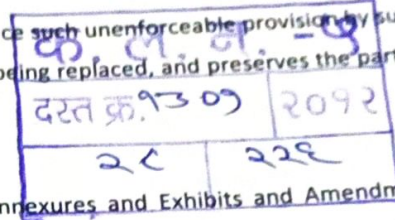
8

Banj



validity or enforceability in that jurisdiction of any other provisions of this Agreement or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

- b) In the event any one or more of the provisions of this Agreement is held to be unenforceable under applicable law:
- Such enforceability shall not affect any other provision of this Agreement.
  - This Agreement shall be construed as if said unenforceable provision had not been contained therein and
  - The Parties shall negotiate in good faith to replace such unenforceable provision by such as gives effect nearest to that of the provision being replaced, and preserves the party's commercial interests under this Agreement.



47. ENTIRE AGREEMENT

The Parties agree that the Agreement, Schedules, Annexures and Exhibits and Amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement shall supersede any prior oral or written understanding between the Parties with respect to the subject matter of the Agreement. This Agreement shall not be amended or modified except by a writing signed by both Parties.

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

THE FIRST SCHEDULE ABOVE REFERRED TO

ALL THAT pieces and parcels of land lying, being and situate at Village Nilje, Taluka Kalyan and District Thane in the Registration District and Sub-District of Thane bearing following Survey Nos and Hissa Nos admeasuring 203817 sq mtrs is as below:-



FIRSTLY OF THE FIRST SCHEDULE

USARGHAR AND NILJE

Sr. No	Name of Developer / Owner	Name of Agreement	Survey No. (New)	Hissa No.	Area in Sq. Mtrs	Name of the Land Owners
1.	Lodha Pinnacle Build Tech Pvt Ltd	Development Agreement Dated 06-08- 07	72	5A	3070	Ganpat Narayan Sante
			18	2	630	(Deceased),
			90	3	1260	Shankar Vithu Sante
			69	3	1420	(Deceased),
			68	12	1160	Dharma Shankar Sante
			70	12	50	(Deceased),
			90	2	1140	1) Bhagubai Dharma Sante,
			90	4	1420	2) Nilesh Dharma Sante,
			73	3	2710	3) Parvati Pandurang

*Benji*

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**LIST OF AMENITIES**

**Amenities For 2 BHK Ultima: Stilt + 19**

- **Amenities for each building:**
  - Lifts from leading manufacturer.
  - Fire Fighting Equipment.
- **Amenities inside each apartment:**
  - Vitrified Tile flooring in Living, dinning and passage.
  - All bedrooms to have laminated wooden flooring.
  - Separate wardrobe area in bedroom.
  - Separate store room in each apartment.
  - Toilets finish would be Vitrified tiles for Flooring and ceramic tile for Dado.
  - Kitchen finished with granite platform and vitrified tile flooring.
  - Video Door Phone facility.
  - A/C units provided in living room and bedrooms.
  - Roca sanitary ware and Jaquar fittings in toilets(or equivalent as per discretion of the designers)

क. ल. न. - ५	
दस्त क्र. ३०७	२०१२
५८	२५

**Amenities For 3 BHK : Stilt + 19**

- **Amenities for each building:**
  - Lifts from leading manufacturer.
  - Fire Fighting Equipment.
- **Amenities inside each apartment:**
  - Agglomerate marble in Living, dinning and passage.
  - All bedrooms to have laminated wooden flooring.
  - Separate wardrobe area in bedroom.
  - Separate store room in each apartment.
  - Deck provided in each apartment.
  - Toilets finish would be Vitrified tiles for Flooring and ceramic tile for Dado.
  - Kitchen finished with granite platform and vitrified tile flooring.
  - Video Door Phone facility.
  - A/C units provided in living room and bedrooms.
  - Roca sanitary ware and Jaquar fittings in toilets(or equivalent as per discretion of the designers)
  - Motion sensors in toilets for lighting control.

**Common facilities for the Clusters:**

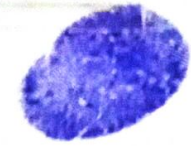
1. Club House with
  - a) Gymnasium
  - b) Indoor games room. (Carom, chess, cards)
2. Swimming pool Adults & Kids.
3. Children play area.
4. Tennis court.
5. Gated Entry.



9

Benij

COMMON SEAL OF the withinnamed  
LODHA DWELLERS PRIVATE LIMITED  
The Builder/Promoter in its individual capacity  
holding the Power of Attorneys dated \_\_\_\_\_  
\_\_\_\_\_ of the Confirming Parties  
abovenamed through the hands of its Directors  
on 02nd day of MARCH .2012



- In the presence of:
1. Pranjal Pawar
  2. Vishal Pandya

SIGNED SEALED AND DELIVERED  
By the within named Confirming Party No. 1  
LODHA PINNACLE BUILD TECH PRIVATE  
LIMITED

*[Handwritten signature]*

क. ल. न. - ५	
दस्त क्र. ३०७	२०१२
५९	२२९

In the presence of:  
1. \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
By the within named Confirming Party No.2  
LODHA ESTATE PRIVATE LIMITED

*[Handwritten signature]*

In the presence of:  
1. \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
By the within named Confirming Party No. 3  
GALAXY PREMISES PRIVATE LIMITED

*[Handwritten signature]*

In the presence of:  
1. \_\_\_\_\_



SIGNED SEALED AND DELIVERED  
By the within named Confirming Party No. 4  
MAHAVIR BUILD ESTATE PRIVATE LIMITED

*[Handwritten signature]*

In the presence of:  
1. \_\_\_\_\_

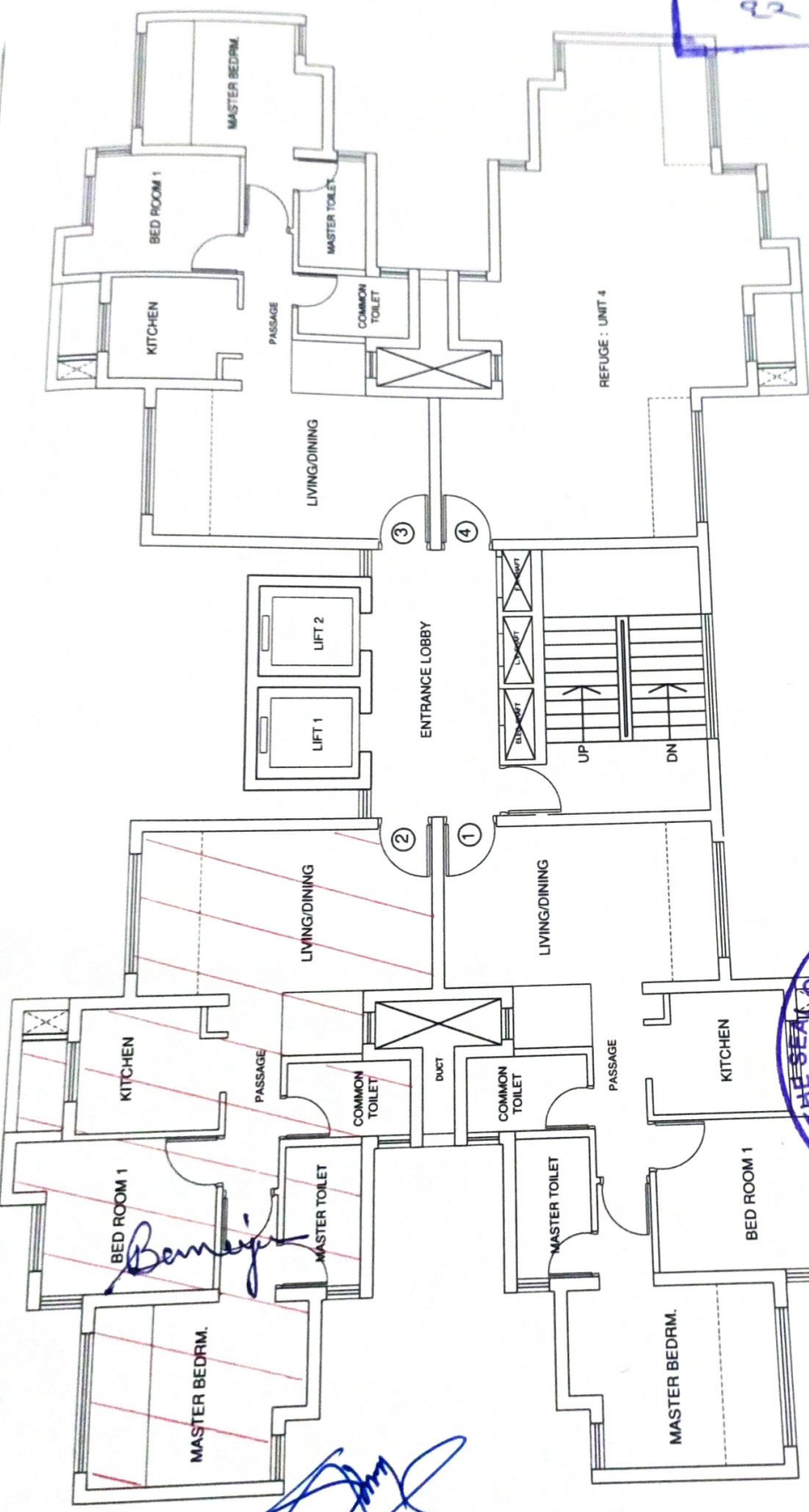
SIGNED AND DELIVERED  
By the within named PURCHASER  
M/s.A. R. SULPHONATES PVT. LTD. through  
authorised signatory Sanjay Banerjee  
In the presence of:

*[Handwritten signature: Banerjee]*



1. \_\_\_\_\_

क. ल. न. - ७  
 २२ २२२



REFUGE FLOOR PLAN

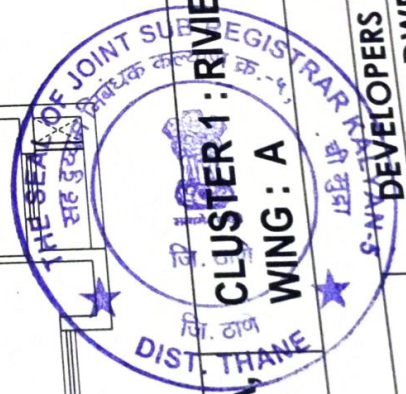
FLAT NO. 1302

FLOOR : 13 TH

CLUSTER 1 : RIVIERA  
 WING : A

CASA BELLA,  
 DOMBIVALI

ARCHITECT  
 KAPADIA ASSOCIATES PVT. LTD  
 ARCHITECTURE, URBAN DESIGN  
 OFF. AMBEMBAKAR ROAD, PAREL, EAST, MUMBAI 400 015  
 TEL: 91-22-58028289 FAX: 91-22-58028288  
 email: kapdiainfo@yahoo.com



DEVELOPERS  
 LODHA DWELLERS Pvt Ltd.  
 216, Shah & Nahar Industrial Estate,  
 Dr. E Moses Road,  
 Worli Naka, Mumbai-18.



NOTE: PLAN NOT TO BE SCALE

*Banjara*

*[Handwritten signature]*



# MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

## मुंबई महानगर प्रदेश विकास प्राधिकरण

No. SROT/MCP-02/L.D.P.L/CC-IA/30/2011

Date:

6 JUN 2011

### COMMENCEMENT CERTIFICATE

- READ: 1) MMRDA's revised in-principle lay-out approval No. TCP/MCP-01/Lodha D.P.L/CC-IA/30/2011 dated 26/07/2010  
 2) MMRDA's CC upto/beyond plinth No. TCP/MCP-02/L.D.P.L/CC-IA/10/2010 dated 23/08/2010  
 3) MMRDA's CC upto plinth No. TCP/MCP-02/L.D.P.L/CC-IA/30/2010 dated 16/12/2010  
 4) MMRDA's CC for Superstructure No. SROT/MCP-02/L.D.P.L/CC-IA/CL-9/897/2011 dated 14/02/2011  
 5) MMRDA's CC for Superstructure No. SROT/MCP-02/L.D.P.L/CC-IA/CL-11/899/2011 dated 14/02/2011  
 6) MMRDA's CC for Superstructure No. SROT/MCP-02/L.D.P.L/CC-IA/CL-4/897/2011 dated 08/03/2011  
 7) MMRDA's CC for Superstructure No. SROT/MCP-02/L.D.P.L/CC-IA/CL-3/898/2011 dated 08/03/2011

Permission is hereby granted, under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No. XXXVII of 1966) to the applicant Shri. Rajendra Lodha, Director, M/s Lodha Dwellers Pvt. Ltd., 218, Shah & Nahar Industrial Estate, Dr. E. Moses Road, Worli, Mumbai - 400 018 for the development of Sector-IA in the proposed Mega City Project on plot bearing S.Nos. (as mentioned in Table-1 below) of Village Usarghar up to plinth and above plinth level only for the development of buildings (as mentioned in Table-2, Table-3, Table-4 & Table-5 below) for built up area of 144996.80 sqm (for Residential use) & 10768.72 sqm (for Amenity) aggregating 155765.52 sqm as depicted on drawing nos. 1 to 17 (total 17 drawings) where amendment is proposed (as mentioned in Table-2, Table-4 & Table-5 below) & as depicted on the drawings for the buildings where no amendment is proposed (as mentioned in Table-3 below) issued along with earlier CC upto plinth under No. TCP/MCP-02/L.D.P.L/CC-IA/10/2010 dated 23/08/2010 and TCP/MCP-02/L.D.P.L/CC-IA/30/2010 dated 16/12/2010 on the following conditions:

**Table-1** (indicating the land bearing S. Nos for proposed development of Sector-IA)  
 S. Nos. 12/3A, 12/4A, 12/5, 12/6, 12/7, 12/8A, 12/9A, 12/11A, 12/12, 12/14A, 12/16, 74/1, 74/2A, 74/2B, 74/2C, 74/3, 74/4, 74/5, 74/6, 74/7, 74/8, 74/9, 74/10, 75, 76/6, 76/7, 76/8A, 76/8B, 76/10, 76/11, 88/0, 89/2A, 125/1, 125/2, 125/3A, 125/3B, 125/4, 125/5A, 125/5B, 125/5C, 125/6, 125/7, 137/1, 137/2, 137/3. of Village Usarghar.

**Table-2** (indicating the details of new buildings for which permission upto plinth only is hereby granted for proposed development of Sector-IA)

Cluster No.	Type of Wings	No. of Storey	Height in Mtr	No. of Wings	Total Area in Sq.m	No. of Tenements
4	B	Stilt + 6 Flrs	20.45	1	2052.67	24
	C	Stilt + 6 Flrs	20.45	1	2052.67	24
5	B	Stilt + 8 Flrs	26.10	1	2548.83	48
Society Office	-	Ground	03.05	1	17.88	-
	-	-	-	-	2824.73	48
6	A	Stilt + 8 Flrs	26.10	1	2824.73	48
	B	Stilt + 8 Flrs	26.10	1	2824.73	48
	C	Stilt + 8 Flrs	26.10	1	2824.73	48
	D	Stilt + 8 Flrs	26.10	1	2824.73	48
	E	Stilt + 8 Flrs	26.10	1	2824.73	48
	F	Stilt + 8 Flrs	26.10	1	2824.73	48
<b>Total Residential for Table-2</b>					<b>23820.23</b>	<b>384</b>

**Table-3** (indicating the details of buildings for which CC beyond plinth only has already been granted and no amendment has been proposed by the applicant now for proposed development of Sector-IA)

Cluster No.	Type of Wings	No. of Storey	Height in Mtr	No. of Wings	Total Area in Sq.m	No. of Tenements
5	C	Stilt + 8 Flrs	26.10	1	2885.83	48
	D	Stilt + 8 Flrs	26.10	1	2885.83	48
	E	Stilt + 8 Flrs	26.10	1	2885.83	48
	F	Stilt + 8 Flrs	26.10	1	3256.42	48
10	A	Stilt + 8 Flrs	26.10	1	3161.45	48
	B	Stilt + 8 Flrs	26.10	1	3161.45	48
	C	Stilt + 8 Flrs	26.10	1	3161.45	48
	D	Stilt + 8 Flrs	26.10	1	3161.45	48
	E	Stilt + 8 Flrs	26.10	1	3161.45	48
	F	Stilt + 8 Flrs	26.10	1	2824.73	48
11	A	Stilt + 8 Flrs	26.10	1	2824.73	48

B	Stilt + 8 Flrs	26.10	1	2824.73	48
C	Stilt + 8 Flrs	26.10	1	2824.73	48
D	Stilt + 8 Flrs	26.10	1	3191.45	48
E	Stilt + 8 Flrs	26.10	1	3191.45	48
F	Stilt + 8 Flrs	26.10	1	3191.45	48
Total (Residential) for Table-3				48565.53	758

Table-4 (indicating the details of buildings for which amended CC upto plinth only for Cluster 1 (Wings - A,B,C & D) and Club House Part 1 & 2 and CC beyond plinth only for Cluster 3 (Wing A,B,C,D & E), Cluster 4 (Wing A) is hereby granted for proposed development of Sector-1A).

Cluster No.	Type of Wings	No. of Storey	Height in Mtr	No. of Wings	Total Area in Sq. m.	No. of Tenements
1	A	Stilt + 11 Flrs	34.95	1	3268.94	43
	B	Stilt + 11 Flrs	34.95	1	3268.94	43
	C	Stilt + 11 Flrs	34.95	1	3268.94	43
	D	Stilt + 19 Flrs	58.15	1	5583.74	54
3	A	Stilt + 14 Flrs	43.65	1	4760.72	54
	B	Stilt + 14 Flrs	43.65	1	4760.72	54
	C	Stilt + 14 Flrs	43.65	1	4760.72	54
	D	Stilt + 14 Flrs	43.65	1	4760.72	54
	E	Stilt + 19 Flrs	58.15	1	6489.87	112
4	A	Stilt + 11 Flrs	34.95	1	3366.61	43
Total (Residential) Table-4					44289.92	516
CLUB HOUSE 1	1	Gr. + 4 Flrs	15.60	1	9007.78	
CLUB HOUSE 2	1	Gr. + 1 Flr	8.60	1	1760.96	
Total (Amenity) BUA for Table-4					10768.72	
Total (Residential+ Amenity) BUA for Table-4					26159.28	

Table-5 (indicating the details of change in nomenclature of buildings for which CC beyond plinth only has already been granted for proposed development of Sector-1A)

Cluster No.	Original nomenclature as per CC dt. 23/08/2010	New nomenclature	No. of Storey	Height in Mtr	No. of Wings	Total Area in Sq. m.	No. of Tenements
8	A	A	Stilt + 8 Flrs	26.10	1	2885.83	48
	B	C	Stilt + 8 Flrs	26.10	1	2885.83	48
	C	D	Stilt + 8 Flrs	26.10	1	2885.83	48
	D	E	Stilt + 8 Flrs	26.10	1	2885.83	48
	E	F	Stilt + 8 Flrs	26.10	1	2885.83	48
	F	H	Stilt + 8 Flrs	26.10	1	2885.83	48
9	A	A	Stilt + 8 Flrs	26.10	1	2548.63	48
	D	E	Stilt + 8 Flrs	26.10	1	2885.83	48
	E	F	Stilt + 8 Flrs	26.10	1	2885.83	48
	F	H	Stilt + 8 Flrs	26.10	1	2885.83	48
Total Residential for Table-3						28521.10	480
Total (Amenity) BUA (Table 4 + 5)						10768.72	
Total (Residential) BUA (Table 2 + 3 + 4 + 5)						144996.80	2148
Grand Total (Amenity + Residential) BUA (Table 2 + 3 + 4 + 5)						155765.52	2148

Viz:

- This Permission/Commencement Certificate shall not entitle the applicant to build on land which is not in his ownership in any way;
- This Commencement Certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if :
  - The Development works in respect of which approval is granted under this letter is not carried out or the user thereof is not in accordance with the sanctioned plans;

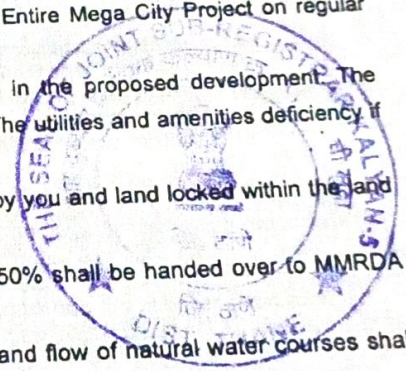
22/08/2009  
६२ २२९

- (b) Any of the conditions subject to which the approval is granted or any of the restrictions imposed by the Metropolitan Commissioner, MMRDA is contravened or is not complied with partly or fully;
- (c) The Metropolitan Commissioner, MMRDA is satisfied that the same is obtained through fraud or misrepresentation and in such an event the applicant and every person deriving title through or under him shall be deemed to have carried out the development work in contravention, of the relevant sections of the Maharashtra Regional & Town Planning Act 1966;
3. This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter;
  4. This Commencement Certificate is renewable every year but such extended period shall in no case exceed three years, after which it shall lapse provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional & Town Planning Act, 1966;
  5. Conditions of this Commencement Certificate shall be binding not only on applicant but also his/her heirs, successors, executors, administrators and assignees & every person deriving title through or under him;
  6. Any development carried out in contravention of this Commencement Certificate is liable to be treated as unauthorized and may be processed against under section 53 or other sections, as case may be, of the M.R. & T.P. Act 1966. To carry out unauthorized development is treated as a cognizable offence and is punishable with imprisonment apart from fine;
  7. The applicant shall obtain permissions under the provisions of other applicable statutes, wherever necessary, shall submit the same to MMRDA;
  8. The applicant shall obtain NOCs for advance connections for utilities and services in the lay-out from the Competent Authorities wherever necessary;
  9. The applicant shall obtain the Clearances relating to provisions made for water supply/sewerage/drainage, etc. from Competent Authorities wherever necessary and submit the same to MMRDA prior to Occupation;
  10. The provision in the proposal which are not conforming to applicable Development Control Regulations and other acts are deemed to be not approved;
  11. That after obtaining Building permission, the Owner / Developer shall install a Display Board on conspicuous place on site indicating the following details;
    - a) Name and address of the owner/developer, architect and contractor;
    - b) Survey No/City Survey No/Ward No of land under reference with description of its boundaries;
    - c) Order No. and date of grant of development permission issued by MMRDA;
    - d) F.S.I. permitted;
    - e) Address where copies of detailed approved plans shall be available for inspection.
  12. The Development shall be strictly as per the GR No TPS-1208/1570/PC 161(B)/09/JD-12 dt. 28/08/2009 and the Development Control Regulations for MMR Region 1999 as amended from time to time;
  13. The Commencement Certificate is subject to the condition that the FSI of 0.65 granted by Z.P. in Layout III of Sector-3 will be considered in the permissible Global FSI of 1.00 of Mega City project and the built up area permitted by the Z.P. over and above 0.2 FSI in Layout III will be restricted in the built up area to be granted in other Sectors of the entire project till the final decision in the matter;
  14. The responsibility of authenticity of Documents vests with the Applicant and his Licensed Architect. All the documents submitted /produced to MMRDA shall be considered to be authentic on the basis of the Undertakings given by the Licensed Architect / Applicant / Developer;
  15. MMRDA shall not be responsible for any dispute regarding ownership of any land portion and it shall be sole responsibility of Applicant and his successors only. The applicant shall mean the Architect / land owner/ POA holder etc and their successors who have approached MMRDA for the approval. MMRDA shall stand indemnified from any disputes and notarized undertaking shall be submitted by applicant within a week from the date of this Commencement Certificate;
  16. Neither the granting of this permission nor the approval of the drawings and specifications, nor the inspections, made by the officials during the Development shall in any way relieve Owner / Architect / Structural Engineer / Developer of such Development from full responsibility for carrying out the work in accordance with the requirements of all applicable Acts/Rules/Regulations. That the conditions laid in this Commencement Certificate shall be binding not only on the applicant but also his/her heirs, successors, executors, administrators and assignees and every person deriving title through or under him;



24 228

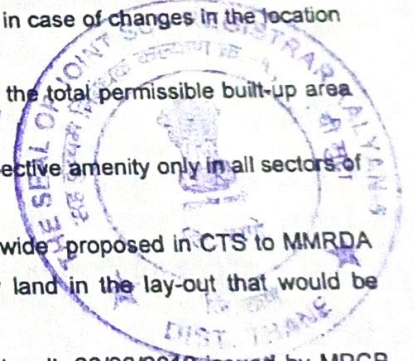
17. Applicant shall get the entire land within the Megacity project surveyed and get the internal roads, amenity areas etc demarcated from the TILR and accordingly submit a consolidated TILR map and get the same verified with respect to the approved plans, from the Land & Estate Cell of MMRDA, prior to requesting for issuance of CC beyond plinth.
18. In case any discrepancies are observed in the approved plans vis-à-vis the consolidated map issued by TILR which will affect the lay-out, buildings etc w.r.t to the requirements of DCRs or any conditions in the NOCs that are not submitted prior to this approval but are required to be or will be submitted subsequently (such as Railway, Highway, CRZ, Electric Authorities for HT lines etc), the applicant will have to accordingly amend the lay-out, locations of buildings etc and obtain fresh commencement certificate for the same from MMRDA and only then proceed with the construction accordingly;
19. This Commencement Certificate is subject to the condition that applicant shall obtain combined revised NA Permission from Collector;
20. The applicant shall carry out the construction of the buildings of all the amenities parallel to construction of other buildings in the lay-out of Sector-IA;
21. The development shall be strictly as per the MOEF Notification dt. 19/02/1991 as amended up-to-date;
22. That Substation shall be constructed for supply of Electricity to the Mega City Project as per the Electricity Company's requirements prior to issuance of Occupancy Certificate;
23. Applicant shall obtain the Final Certificate from the Competent Authority that water will be supplied for the project prior to issuance of Occupancy Certificate;
24. That the Occupation Certificate will be granted only after satisfactory completion of all the Amenities and Road Network;
25. All the Amenities, Utilities, Facilities and the Road Network shown in the in-principal layout approval dated 26/07/2010 shall be fully developed at the earliest by the Developer on his own cost. The amenities shall be in concurrence with MMR DCR;
26. That Fire, Post Office and other public amenities, utilities shall be handed over to the Concerned Authorities after Development of Building if required as specified by MMRDA along-with the appurtenant land and shall be conveyed to respective Authorities;
27. Adequate arrangements for disposing the Solid Waste shall be made for the Entire Mega City Project on regular basis;
28. That the deficient Amenities in the Ongoing Development shall be provided in the proposed development. The amenities shall be constructed in Sector-I as shown in the approved drawing. The utilities and amenities deficiency if any shall be provided by you at your cost;
29. That access shall be provided at your cost to the lands which are not owned by you and land locked within the land under reference.
30. That the layout RG shall be provided as per the DCR for MMR Region and 50% shall be handed over to MMRDA after its development;
31. That adequate arrangement for drainage of the Storm Water shall be made and flow of natural water courses shall not be disturbed at any time;
32. That the setback area if any and the D P Roads shall be duly constructed and handed over to the Concerned Authorities before requesting for Occupation permission or as directed by MMRDA;
33. The applicant shall hand-over any required land in the lay-out that would be required for MMRDA in future for any of its Transport Projects;
34. Regarding any disputes, MMRDA shall stand indemnified. MMRDA reserves the right to modify or withdraw this approval in larger public interest;
35. The applicant shall get all the NOCs and design and details of the subway/underpass etc for connecting Sector-I with Sector-III, approved from the other required Competent Authorities (as shown in the approved drawings) and submit and complete the construction of the same before requesting for Occupation Certificate of any building;
36. The applicant shall pay all development charges as applicable. The developer shall also pay all necessary charges, penalties etc of any development which is not in conformity with the MMR DCR;
37. The applicant shall cooperate with MMRDA officials/representative at all times of site visit and carry out instructions given;
38. MMRDA shall reserve the right to modify the CC conditions and layout from time to time in larger public interest and the same shall be binding on the applicant. If at any given point it is noticed or brought to the notice that the project is





202

- not in conformity with the Mega City GR dated 26/07/2009, the said permission shall stand cancelled and MMRDA shall not be responsible for any litigation arises. The applicant shall submit copies of all approvals/ compliances/ NOC's received from other agencies immediately.
39. The applicant shall provide for Rain water harvesting structure by adopting suitable system as specified in the UDD's Notification no. T/PB 432001/2133/CR-23001/UD-11 dt. 10/03/2005.
  40. The applicant shall provide for all the necessary facilities for the handicapped as required/ applicable for the buildings in the layout.
  41. The applicant shall pay the premium for the deficiency in marginal open spaces (if any) as that will be communicated by MMRDA.
  42. The applicant shall abide by all the conditions of all the NOC's obtained/ will be obtained/ required to be obtained from the Competent Authorities for the proposed development on the land under reference;
  43. That an undertaking cum Indemnity bond shall be submitted for abiding all the CC conditions;
  44. The conditions of revised in-principle layout approval dt. 26/07/2010 will be binding on applicant as applicable for the developments in Sector-IA of the layout;
  45. The applicant shall keep the required setback distances in respect of set back from HT lines;
  46. Applicant shall obtain the NOC for Electric Supply from Competent Authorities prior to issuance of Occupation Certificate;
  47. The applicant will handover the plot of Transportation Hub to MMRDA as and when required and further if required also construct the building with full consumption of FSI if so required at their own cost and hand over the land along with the building thereon to the MMRDA;
  48. The applicant will handover the plot of receiving station to MMRDA as and when required and further if required also construct the building for the Electric Receiving Station in accordance to the technical requirements of the concerned Electric Supply Authority at their own cost and hand over the land along with the building thereon to the MMRDA/concerned Electric Supply Authority;
  49. That the applicant shall submit plans for consumption of full FSI of 1.00 for amenities in Sector-IA;
  50. That the proposed road in the CRZ area shall be constructed only after obtaining CRZ clearance for the same from the Competent CRZ Authority;
  51. No development shall be carried out in the CRZ area without prior approval from the Competent CRZ Authority;
  52. That the applicant shall get the revised in-principle layout dt. 26/07/2010 amended in case of changes in the location of the buildings, amenities, etc in the layout;
  53. That at no point of time the total built-up area in the Megacity project will exceed the total permissible built-up area with respect to applicable global FSI of 1.0;
  54. That the applicant shall consume the balance FSI on amenities strictly for the respective amenity only in all sectors of the layout;
  55. The applicant shall hand-over the land under the proposed Radial-4 road 100m wide proposed in CTS to MMRDA which would be subject to actual demarcation on site and also handover any land in the lay-out that would be required by MMRDA in future for any of its Transport Projects;
  56. The applicant shall construct the Sewage Treatment Plant (STP) as per the letter dt. 23/06/2010 issued by MPCB and shall be made operational before Occupation of the buildings;
  57. The applicant shall plant trees as per the EIA clearance letter no. SEAC-2009/CR.145/TC.2 dt 17/07/2010;
  58. The applicant shall ensure development of Green Belt as per the EIA clearance letter no. SEAC-2009/CR.145/TC.2 dt 17/07/2010;
  59. The conditions of Environment Clearance under letter no. SEAC-2009/CR.145/TC.2 dt 17/07/2010 will be binding on applicant and the same shall be complied with;
  60. The applicant shall abide by all the conditions of CFO NOC dated 10/06/2010 and that revised CFO NOC in light of the amendments made in the amenities & building plans shall be submitted and the conditions therein shall be binding on the applicant. The amended amenities & building plans are subject to submission of CFO NOC, failure of submission of NOC will lead to the permission deemed to be not approved;
  61. The permissible built-up area will be restricted any time in future on the basis of the minimum of land areas considering the minimum internal lines of boundaries of the Layout, consolidated TILR maps by survey of external boundaries for individual sectors, actual area in possession as per survey by Lands & Estates Cell of MMRDA and the land area as per ownership documents;



62. The distances between the building and the railway boundary and the railway tracks shall be strictly maintained in accordance to that mentioned in the Railway NOC dt. 24/06/2010 and that the conditions laid in NOC shall be binding.
63. Construction beyond plinth level should not be commenced without obtaining Commencement Certificate beyond plinth from MMRDA.
64. The Occupation Certificate shall be obtained from MMRDA before occupying the building.
65. Outer boundary and other measurements to be done by TILR shall be completed and submitted within 2 months from 1/05/2011;
66. That the applicant shall get the revised in-principle layout dt. 26/07/2010 amended in light of change in the location of the Sub Station, buildings, addition of new building etc. in Sector-IA;
67. This order issues with the approval of Metropolitan Commissioner;

*(Handwritten signature)*

(S.V.R. Srinivas, I.A.S.)  
Additional Metropolitan Commissioner,  
MMRDA



To,

- 1) Shri. Rajendra Lodha,  
Director, M/s. Lodha Dwellers Pvt. Ltd.  
216, Shah & Nahar Industrial Estate,  
Dr. E. Moses Road, Worli, Mumbai - 400 018
- 2) Shri. Pravin Jadhav  
Architects Archetype Consultants (I) Pvt. Ltd.  
A/101, 102, Shree Sarika Apt,  
Above Shiv Sagar Restaurant,  
Panchpakhadi, Thane - 400 602.

Copy to: The Collector, Thane District.

क. ल. व. - ७	
दस्तावेज क्र. ३०१	२०१२
६९	२२९

