

Wednesday, April 25, 2012  
2 03 49 pm

सूची क्र.2

दुय्यम निबंधक : कल्याण 5  
दस्त क्रमांक : 1302/2012  
नोंदणी 63  
Regn 63m

गावाचे नाव : उसरघर

- (1) विलेखाचा प्रकार  
(2) मोबदला  
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे)  
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)

अॅमीट दू सेल  
रु.2,689,632/-  
रु.1,501,739/-

- (5) क्षेत्रफळ  
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.  
(7) दस्तऐवज करून घेणा-या/लिहून ठेवणा-या कराराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.

12, पालिकेचे नाव: ठाणे इतर वर्णन : प्रोजेक्ट कासाबेला मौजे उसरघर सर्वे नं. 12/3ए,12/4ए,12/5,12/6,12/7,12/8ए,12/9ए,12/1ए,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. 1303 ,13 वा मजला ,विंग ऐ. ,बिल्डींग RIVIERA , क्षेत्र 628 चौ.फु. कारपेट 753.60 Square Foot

- 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 पिन्कल बिल्ड टेक् 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 हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता

- 1)नाव:- ऐ.आर. सल्फोनेटस प्रा.लि. तर्फे अर्थोराईज्ड सिग्नेटरी म्हणून संजय बॅनर्जी -- ; वय:48;  
पत्ता:-प्लॉट नं. एन.41, एंडिशनल अंबरनाथ, आनंद नगर, अंबरनाथ पू. ठाणे.;  
पिन कोड:- 421506;  
पॅन नं:- AAECA8617Q;





Wednesday, April 25, 2012

2:00:42 pm

पावती

Original  
नोंदणी 39 म.  
Regn. 39 M

पावती क्र. : 1308  
दिनांक : 25/04/2012

गावाचे नांव : उसरघर

दस्तऐवजाचा अनुक्रमांक : कलन5 - 1302 - 2012

दस्त ऐवजाचा प्रकार : अॅग्रीमेंट टू सेल

सादर करणा-याचे नाव : ऐ.आर. सल्फोनेटस प्रा.लि. तर्फे अथॉराईज्ड सिग्नेटरि म्हणून संजय बॅनर्जी - -

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

एकूण ₹.31,420.00

आपणास हा दस्त अंदाजे 14:18 ह्या वेळेस मिळेल

सह दय्यक निबंधक कल्याण क्र. ६  
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 : 901439 दिनांक : 02/02/2012  
बँकेचे नाव व पत्ता : State bank of India Calcutta

मूळ दस्तऐवज परत मिळावा.

*Banerjee*

सहायक निबंधक



Valuation ID : 201204256

मूल्यांकनाचे वर्ष	2012
जिल्हा	ठाणे
प्रमुख मूल्य विभाग	226-गाबाचे 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	औद्योगिक
3800.00	19500.00	29000.00	35000.00	29000.00

मिळकतीचे क्षेत्र	753.60	बांधकामाचे वर्गीकरण	1-आर सी सी
मिळकतीचा वापर	निवासी सदनिका	उद्ववाहन सुविधा	आहे
मिळकतीचा प्रकार	बांधीव	बांधकामाचा दर	
मिळकतीचे वय	0 TO 2 वर्षे	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. १३०२ २०१२



क. ल. न. - ५	
दस्त क्र. ७३०२	२०१२
४	२२६

**AGREEMENT TO SELL**

This **AGREEMENT TO SELL** made at Mumbai this **19th day of APRIL .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**;

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**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**;

**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:-**

क. ल. ज. 49	
दस्त क्र. 9302	2092
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- 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



or Assurances, Thane. **BUILDER/PROMOTER** inter alia purchased and acquired free from all encumbrances of any nature whatsoever, all the right, title and interest of the respective Original Vendors in respect of and/or in connection with the lands lying, being and situate at **Villages Katal, Usarghar and Nilje**, Taluka Kalyan and District Thane in the Registration District and Sub-District of Thane admeasuring in aggregate **325867 sq. mts.** or thereabouts. These lands are more particularly described as **SECONDLY** in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the **SECOND LAND**). The particulars of each of the Agreements for Sale, Development Agreements and Deeds of Conveyance and the details of the respective **SECOND LAND** are given in Annexure – "B" hereto.

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दस्तावेज क्र. 02	2092
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- c. By a Deed of Exchange executed by and on behalf of the Original Vendors and registered with the Sub-Registrar of Assurances, Kalyan. **LODHA ESTATE PRIVATE LIMITED** inter alia purchased and acquired free from all encumbrances of any nature whatsoever, all the right, title and interest of the respective Original Vendors in respect of and/or in connection with the lands lying, being and situate at **Village Nilje**, Taluka Kalyan and District Thane in the Registration District and Sub-District of Thane admeasuring in aggregate **1110 sq. mts** or thereabouts. By and pursuant to the Development Agreement dated **10<sup>th</sup> June 2009** AND Power of Attorney dated **10<sup>th</sup> June 2009** and subject to the terms thereof, executed by and on behalf of **LODHA ESTATE PRIVATE LIMITED**. **LODHA DWELLERS PRIVATE LIMITED (LDPL)**, inter alia acquired from **LODHA ESTATE PRIVATE LIMITED** the sole and exclusive development rights in respect of and / or in connection with the land lying, , being and situate at **Village Nilje**, Taluka Kalyan and District Thane in the Registration District and Sub-District of Thane admeasuring in aggregate **1110 sq. mts** or thereabouts. These lands are more particularly described as **THIRDLY** in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the **THIRD LAND**). The particulars of Deed of Exchange and the details of the respective **THIRD LAND** are given in Annexure – "C" hereto.

- d. By a Deed of Conveyance dated **11<sup>th</sup> September 2008** executed by and on behalf of the Original Vendors and registered with the Sub-Registrar of Assurances, Kalyan.

**MAHAVIR BUILD ESTATE PRIVATE LIMITED** inter alia purchased and acquired free from all encumbrances of any nature whatsoever, all the right, title and interest of the Original Vendors in respect of and/or in connection the land lying, being and situated at **Village Katal**, Taluka and District Thane in the Registration Sub-District of Thane the land admeasuring in aggregate **2900 sq. mts** or thereabouts more particularly described as **FOURTHLY** IN THE **FIRST SCHEDULE** hereunder written (hereinafter referred to as the **FOURTH LAND**). By and pursuant to the Development Agreement dated **19<sup>th</sup> March 2009** AND Power of Attorney dated **19<sup>th</sup> March 2009** and subject to the terms thereof,



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:-**

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**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-1303**
  - (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

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subject to the receipt of the total consideration and all other charges by the promoter in terms of the agreement.

- (i) "Society and Other Charges" shall mean the Society and Other charges payable by the Purchaser in respect of the Residential Flat /Property set out in clause no 35 hereto towards and including layout deposits, IOD deposits or permanent deposits, water connection charges, electricity charges, development charges, gas connections charges, internet connection deposits, civic governance charges, taxes, cess

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2. **Rules of Interpretation**

In this Agreement where the context admits:

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

- Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
- All statutory instruments or orders made pursuant to a statutory provision; and
- Any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.

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

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

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

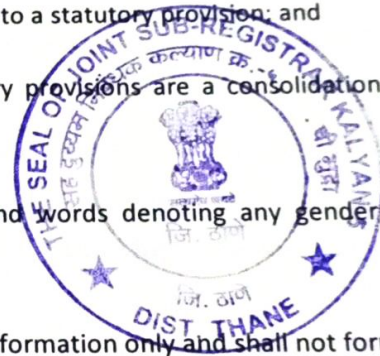
2.5 Reference to days, months and years are to Gregorian days, months and calendar years respectively.

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

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

2.8 Any references to the masculine, the feminine and the neuter shall include each other.

2.9 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the





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 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:-

	क. ल. न. - ५	
a) Earnest money		Rs.27000.00/-
b) Within 21 days from application	दस्तावेज क्र १३०३ २०१२	Rs.239274.00/-
c) Within 42 days from application	१३ २२६	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/-



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

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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.

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२६ २२९

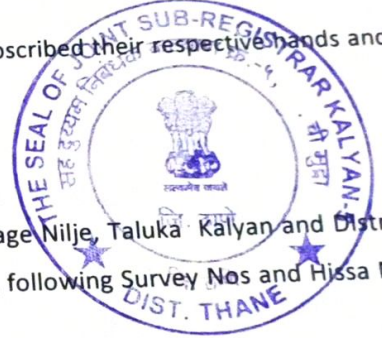
47. ENTIRE AGREEMENT

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

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			70	12	50	(Deceased),
			90	2	1140	1) Bhagubai Dharma
			90	4	1420	Sante,
			73	3	2710	2) Nilesh Dharma Sante,
			68	7	1060	3) Parvati Pandurang
			72	2A	960	Bhoir (Deceased),
			72	3	1590	4) Shakuntala Hira
			72	4	1740	Shelar,
			72	1	1240	Ratan Rama Sante
			68	11	660	(Deceased),
			90	1	830	Anil Ratan Sante
			68	10	50	(Deceased),
			89	2A	4450	5) Chhabibai Bhaskar
			90	5	2960	Bhoir (Deceased),
					-----	6) Ram Bhaskar Bhoir,
					क. ल. न. 28400-५	7) Laxman Bhaskar
					दस्ता क्र 302/209	Bhoir,
					२९ २२६	8) Bebibai Ramchandra
						Patil,
						9) Pratibha Maruti
						Datilkar
						Laxman Rama Sante
						(Deceased)
						10) Raghubai Laxman
						Sante,
						11) Bhaskar Laxman
						Sante,
						12) Somnath Laxman
						Sante,
						13) Gorakhnath Laxman
						Sante,
						14) Leena Balaram Patil,
						15) Mina Rajendra
						Mhatre,
						16) Mukund Rama Sante,
						17) Uttam Rama Sante,
						18) Nirabai Eknath Sante,
						19) Jijabai Dashrath
						Kotkar,



						Sante (Deceased), 22) Eknath Sakharam Sante, 23) Karsan Sakharam Sante, 24) Sharda Vasant Mhatre, 25) Sumitra Ramchandra Mhatre, 26) Surekha Baban Mhatre, 27) Vandana Ravi Thakur Krishna Vithu Sante (Deceased) 28) Raghubai Krishna Sante, 29) Nanda Gowardhan Sante, 30) Sushma Manohar Mhatre, 31) Ujwala Arun Khutarkar, 32) Kanta Ramesh Patil, Chandra Mahadu Bhagat (Deceased), 33) Vaijayanta Mahadu Bhagat, 34) Yogesh Mahadu Bhagat
						<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p style="text-align: center;">क. ल. न. - ७</p> <p style="text-align: center;">दस्त क्र. ३०२ / २०१२</p> <p style="text-align: center;">३०      २२६</p> </div>
2	Lodha Pinnacle Build Tech Pvt Ltd	Agreement for Sale	5	4	4600	1) Hira Gana Sante, 2) Indrabai Chandrakant Mhatre, 3) Bhagwan Gana Sante, 4) Sitabai Jaywant Khandagale
3	Lodha Pinnacle Build Tech Pvt Ltd	Development Agreement Dated 02-11-2007	12 124 113 113	11/A 6 39 46	1480 1500 1000 800 ----- 4780 =====	1) Bedkya Kalu Patil @ Sante (Deceased), 2) Pandharinath Bedkya Patil @ Sante (Deceased), 3) Jayram Bedkya Patil @ Sante (Deceased), 1) Janabai Jayram Patil @ Sante, 2) Kantabai Pandharinath Patil @ Sante,

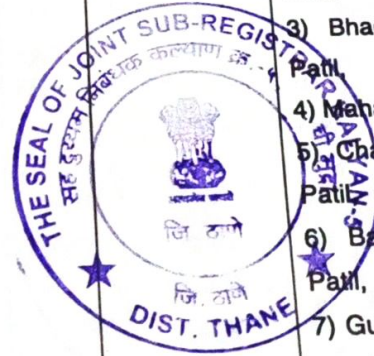


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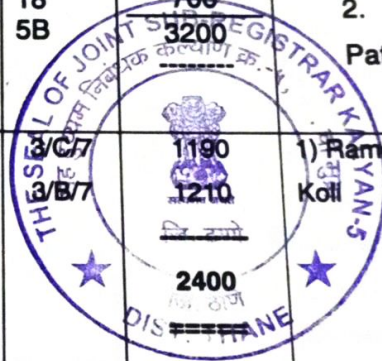
						3) Sunil Jayram Patil @ Sante, 4) Navnath Pandharinath Patil @ Sante, 5) Jeevan Jayram Patil @ Sante
4	Lodha Pinnacle Build Tech Pvt Ltd	Development Agreement Dated 01-11-2007	185	1A	2530	1) Purshottam Hari Patil (Deceased), 2) Waman Hari Patil (Deceased), 3) Sonibai Hari Patil (Deceased), 4) Pandurang Shankar Patil, 5) Devanand Sakharam Patil, 6) Nitin Waman Patil
			<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p style="margin: 0;">क. ल. न. - ५</p> <p style="margin: 0;">दस्त क्र ७३०२ २०१२</p> <p style="margin: 0;">३१ २२६</p> </div>			
5	Lodha Pinnacle Build Tech P. Ltd.	Development Agreement Dated 01-11-2007	191	1	9800	1) Pandurang Dharma Patil (since deceased), 2) Keshav Pandurang Patil, 3) Bhagwan Pandurang Patil, 4) Mahadev Suresh Patil, 5) Chandrabai Gurunath Patil, 6) Baimabai Pandurang Patil, 7) Gunabai Gautam Patil, 8) Bai Shankar Patil (since deceased), 9) Pandurang Shankar Patil, 10) Gautam Shankar Patil, 11) Avantibai Shankar Patil



SECONDLY OF THE FIRST SCHEDULE  
KATAL, USARGHAR AND NILJE

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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 Dwellers Pvt Ltd	Development Agreement	190 185	3B 2	960 330 1290	1. Harishchandra Ziprya Patil, 2. Charu Narayan Patil, (Deceased) 3. Sadashiv Charu Patil (Deceased) 4. Draupadibai Cahru Patil (Deceased) 5. Ziprya Narayan Patil (Deceased) 6. Chandramohan Ziprya Patil, 7. Kantabai Jaydev Gondhali, 8. Latabai Sopan Bhoir, 9. Vitahbai Ziprya Patil
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>क. ल. न. - ५</p> <p>दस्त क्र. १३४२/२०९२</p> <p>३२   २२६</p> </div>						
2.	Lodha Dwellers Pvt Ltd	Agreement For Sale	185 169	18 5B	2500 700 3200	1. Ananta Tukaram Patil 2. Tukaram Vitthu Patil, (Deceased)
3	Lodha Dwellers Pvt Ltd	Agreement for Sale	192 192	3/C/7 3/B/7	1190 1210 2400	1) Ramchandra Hashaa Koli
4	Lodha Dwellers Pvt Ltd	Agreement for Sale	216 199 185 186 187 5	1 3 7 5 0 3B	1500 720 200 80 2380 790 5670	1) Mahendra Jaywant Patil, 2) Sitabai Mukund Patil, 3) Vatsalabai Nandu Mhatre, 4) Surekha Ashok Bhoir





5	Lodha Dwellers Pvt Ltd	Development Agreement	186 185 185 185 192	4 10A 10B 19 1B	380 2430 2230 380 910  6330	1) Narayan Ragho Koli, 2) Shaalik Ragho Koli (Deceased), 3) Sitabai Tukaram Koli (Deceased), 4) Dasharath Katod Koli (Deceased), 5) Laxman Katod Koli (Deceased), 6) Dharmaraj Ragho Koli (Deceased), 7) Shantabai Dharmaraj Koli, 8) Kailas Dharmaraj Koli, 9) Navnath Dharmaraj Koli, 10) Kalpana Shaalik Koli, 11) Roshan Shaalik Koli, 12) Datta Tukaram Koli
6	Lodha Dwellers Pvt Ltd	Agreement for Sale	176 171 169	1 2 2	1950 2660 500	1) Vishwanath Dunkur Mhatre, 2) Baijubai Dunkur Mhatre, 3) Nirabai Gulab Sante, 4) Tarabai Sakharam Patil, 5) Laxmibai Vasant Mhatre, 6) Dunkur Rama Mhatre (Deceased)
7	Lodha Dwellers Pvt Ltd	Development Agreement	176	3	3562	1) Janu Balu Mhatre (Deceased), 2) Kashinath Janu Mhatre (Deceased), 3) Chango Balu Mhatre (Deceased), 4) Arjun Balu Mhatre (Deceased), 5) Namdeo Arjun Mhatre (Deceased), 6) Chahu Janu Mhatre, 7) Bhimabai Kashinath Mhatre, 8) Motiram Kashinath Mhatre,

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						9) Govarya Arjun Mhatre, 10) Kusumbai Namdeo Mhatre
8	Lodha Dwellers Pvt Ltd	Development Agreement	192 169 169	6 7 6	5160 100 80  5340 =====	1) Rajaram Mahadu Patil (Deceased), 2) Sukarya Mahadu Patil (Deceased), 3) Balaram Sukarya Patil (Deceased), 4) Dharma Rajaram Patil, 5) Krushna Rajaram Patil, 6) Dharmubai Gangaram Patil, 7) Draupadi Rajaram Patil, 8) Jomubai Hari Bhandari, 9) Bhanudas Balaram Patil, 10) Subhadra Balaram Patil, 11) Manohar Balaram Patil
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <p>क. ल. न. - ५</p> <p>दस्त क्र. 1302 209</p> <p>38 225</p> </div>						
9	Lodha Dwellers Pvt Ltd	Development Agreement	183 169 171 169 183 180 181 183	1/B 5/B 4 8 2 1 1 1/A	360 700 1240 500 1100 730 1720 1200  7550 =====	1) Gopal Dharma Mhatre (Deceased), 2) Chahu Gopal Mhatre (Deceased), 3) Gurunath Chahu Mhatre
10	Lodha Dwellers Pvt Ltd	Development Agreement	185 185 192 192	5 4 1/C/3 1/C/2	1010 500 910 910  3330 =====	1) Kathod Janu Koli (Deceased), 2) Ragho Kathod Koli (Deceased), 3) Dharmraj Ragho Koli (Deceased), 4) Narayan Rama alias Ragho Koli, 5) Shantabai Dharmaraj Koli,



**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**LIST OF AMENITIES**

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

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- **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)

**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.

*S* *Banerjee*

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 19th day of APRIL .2012  
POA Mr. Sureshchandra Nair  
In the presence of:

1. Bramad Pawar
2. Vishal Pandya

SIGNED SEALED AND DELIVERED )

By the within named Confirming Party No. 1 )

LODHA PINNACLE BUILD TECH PRIVATE  
LIMITED )

In the presence of: )

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

SIGNED SEALED AND DELIVERED )

By the within named Confirming Party No.2 )

LODHA ESTATE PRIVATE LIMITED )

In the presence of: )

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

SIGNED SEALED AND DELIVERED )

By the within named Confirming Party No. 3 )

GALAXY PREMISES PRIVATE LIMITED )

In the presence of: )

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

SIGNED SEALED AND DELIVERED )

By the within named Confirming Party No. 4 )

MAHAVIR BUILD ESTATE PRIVATE LIMITED )

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: )

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



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दस्त क्र ७३०९	२०१२
५९	२२९



Banerjee



RECEIVED on the day and year first  
 Hereinabove written of and from the  
 Withinnamed Purchaser the sum of  
**Rs. 2033172.00/- Rupees Twenty Lakhs Thirty Three Thousand  
 One Hundred Seventy Two Only**  
 Being the amount to be paid by the  
 Purchaser on execution of these  
 Presents to us by Cheque No. **0000028692-000005  
 0000028692-000006/0000028692-000007/014873**  
 Dated **18-Jan-2012/18-Jan-2012/18-Jan-2012/23-Mar-2012**  
 Drawn on **CITI BANK** Bank  
 \_\_\_\_\_ Branch

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Rs. 2033172.00/-

WE SAY RECEIVED

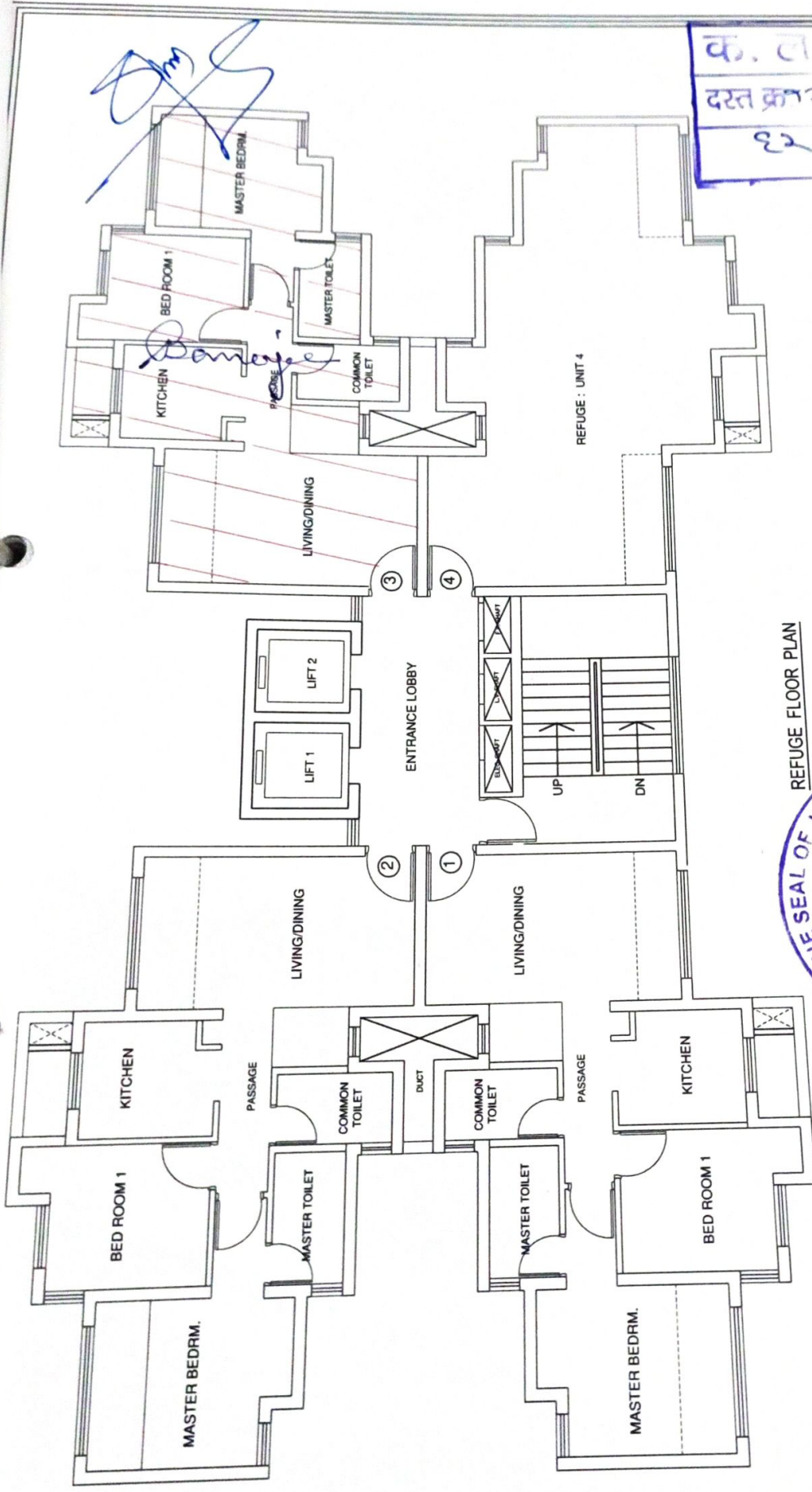
FOR LODHA DWELLERS PRIVATE LIMITED

DIRECTOR

WITNESSES:-

- 1.
- 2.





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 दस्त क्र ३०२ २१९२  
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NOTE: PLAN NOT TO THE SCALE

REFUGE FLOOR PLAN

FLAT NO. 1303

CLUSTER 1 : RIVIERA FLOOR : 13 TH  
 WING : A



CASA BELLA,  
 DOMBIVALI

DEVELOPERS

LODHA DWELLERS PVT. LTD.  
 216, Shah & Nahar Industrial Estate,  
 Dr. E. Moses Road,  
 Worli Naka, Mumbai-18.

**CASABELLA**  
 BY LODHA  
 City of dreams

ARCHITECT

KAPADIA ASSOCIATES PVT. LTD  
 ARCHITECTURE URBAN DESIGN  
 OFF. AMBEDKAR ROAD, PAREL EAST, MUMBAI 400 012.  
 TEL: 91-22-5682832/39 FAX: 91-22-5682834  
 email: kapt@nathway.com

NORTH







# MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY

## मुंबई महानगर प्रदेश विकास प्राधिकरण - ७

No. SROT/MCP-02/L.D.P.L./CC-IA/19/10/2011

Date: 06 JUN 2011

### COMMENCEMENT CERTIFICATE

- READ: 1) MMRDA's revised in-principle lay-out approval No. TCP/MCP-01/Lodha D.P.L.A. dated 28/07/2010.
- 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-9/89/2011 dated 14/02/2011.
- 5) MMRDA's CC for Superstructure No. SROT/MCP-02/L.D.P.L./CC-IA/CL-11/89/2011 dated 14/02/2011.
- 6) MMRDA's CC for Superstructure No. SROT/MCP-02/L.D.P.L./CC-IA/CL-4/97/2011 dated 08/03/2011.
- 7) MMRDA's CC for Superstructure No. SROT/MCP-02/L.D.P.L./CC-IA/CL-3/98/2011 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., 216, 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	2548.63	48
Society Office	-	Ground	03.05	1	17.88	-
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>23620.23</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	2885.83	48
10	A	Stilt + 8 Flrs	26.10	1	3256.42	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	3161.45	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	768

**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-IA).

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
4	E	Stilt + 19 Flrs	58.15	1	6489.87	112
	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	9007.76	
CLUB HOUSE 2	1	Gr. + 1 Fir	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-IA)

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:

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