

1402230/RPT/R5200A1303M0//P2

Ms. Sharzima Imtiaz Mukhri Business Atrium 102, Oud Metha, 360 ARC Event, <sup>1</sup>UAE UAE - 33641 43573312

#### RECEIPT

Receipt No: 1700007413

Date: 24.03.2014

New Cuffe Parade Building: Lodha Enchanté No: A-1303, 13th FLOOR

**Particulars** 

Application Money - 1

Total:

Amount(INR) 630,000.00

630,000.00

**RECEIVED** with thanks from: Ms. Sharzima Imtiaz Mukhri

the Sum of Rupees Six Lakh Thirty Thousand only

by Cheque No. 107892 on Bank THE HDFC BANK Date 06.02.2014

as per details in the margin hereof:

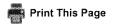
For LODHA CROWN BUILDMART PRIVATE LIMITED

tner/Manager

Subject to Realisation of cheque

Service Tax No.: AABCL3059LSD001

#### **View / Download Account Statement**



Savings Account No.: 00161060015052 , PALI HILL-MUMBAI

- - [ Select Another Account / Period ]

Page 1 of 1

Closing Balance: INR 805,872.31

Date	Narration	Cheque/Ref. No.	Value Date	Withdrawal	Deposit	Closing Balance
01 Apr 2014	Credit Interest Capitalised		31 Mar 2014		14,333.00	805,872.31
27 Mar 2014	FT - Dr - 05012240000168 - LODHA CROWN BUILDMART PVT LTD ESCROW ACI		27 Mar 2014	1,017,891.00		791,539.31
25 Mar 2014	FT - Dr - 05012240000168 - LODHA CROWN BUILDMART PVT LTD ESCROW ACI	000000107892	25 Mar 2014	630,000.00		1,809,430.31
24 Mar 2014	FD Redeem Principal -50300022052142-1		24 Mar 2014		1,800,000.00	2,439,430.31
03 Feb 2014	NEFT Cr-INDB0000006- ALGHURAIR INTERNATIONAL EXCHANGE-SHARZIMA MUKHRI-000011506714	000011506714	03 Feb 2014		630,000.00	639,430.31
22 Nov 2013	NEW NRE FD SHARZIMA M 50300022052142		19 Nov 2013	1,800,000.00		9,430.31
23 Oct 2013	EAW-5264190305701228-bai	8019	23 Oct 2013	3,000.00		1,809,430.31
30 Sep 2013	Credit Interest Capitalised		30 Sep 2013		20,693.00	1,812,430.31
27 Sep 2013	Prin and Int auto_redeem 00167480010076	3304220130927580	27 Sep 2013		330,034.96	1,791,737.31
21 Aug 2013	DEBIT CARD ANNUAL FEES 300713		21 Aug 2013	112.36		1,461,702.35
20 Jun 2013	1006617113486014, UAE	635111	20 Jun 2013		1,000,000.00	1,461,814.71
01 Apr 2013	Credit Interest Capitalized		31 Mar 2013		7,222.92	461,814.71
01 Jan 2013	Balance brought forward		2013 T A		45 <b>4.6</b> 91.79	454,591.79

Return to top

G. S. SONKAR Gr. Mumbai Maharashtra Regd. No. 10134

ARARIARA PR Page 1 of

https://netbanking.hdfcbank.com/netbanking/entry

22-05-2020

Note:-Generated Through eSearch Module,For original report please contact concern SRO office. सूची क्र.2

26/298

दुय्यम निबंधक : Joint S.R. Mumbai

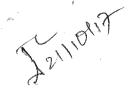
City 2

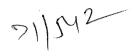
फाईल क्रमांक : 866/201**4** 

नोदंणी :

Regn:63m

	गावाचे (Village Name) : <b>Saltpan</b>
(1) विलेखाचा प्रकार (Title)	6-Notice of intimation regarding mortgage by way of deposit of Title Deed
(2) कर्जाची रक्कम (Loan amount)	Rs.12085000/-
(3) भू-मापन,पोटहिस्सा व घरक्रमांक (असल्यास) (Property Description)	1) Corporation: मुंबई मनपा Other details: Building Name:LODHA ENCHANTE, A- WING , Flat No:1302, Road:., Block Sector:WADALA, MUMBAI , Landmark:NEW CUFEE PARADE ( C.T.S. Number: 8 ; )
(4) क्षेत्रफळ (Area)	1) Build Area :51.63 / Open Area :0 Square Meter
(5) कर्ज घेणाऱ्याचे नाव व पत्ता (Mortgagor)	1) Name: SHARZIMA IMTIAZ MUKHRI Age: 28, Address: Flat No:701, Building Name: SWATI TOWERS, A WING, Block Sector: MUMBAI, Road: VERSOVA YARI ROAD, City: MUMBAI, State: MAHARASHTRA, District: MUMBAI, Pin: 400061, PAN: AGJPN4520B
(6) कर्ज देणाऱ्याचे नाव व पत्ता (Mortgagee)	Bank Name: STATE BANK OF BIKANER & JAIPUR Address: SANTACRUZ W, S V ROAD, MUMBAI
(7) गहाण / कर्जाचा दिनांक (Date of Mortgage )	17/05/2014
(8) नोटीस फाईल केल्याचा दिनांक (Date of filing)	03/06/2014
(9) फायलींग नंबर (Filing No.)	866/2014
(10) मुद्रांक शुल्क (Stamp Duty)	Rs.24500/-
(11) फायलींग शुल्क (Filing Amount)	Rs.1300/-
(12) Date of submission	03/06/2014
(13) शेरा (Remark)	-







#### **BANK / FINANCIER COPY**

Loan A/c No. 61218625717

#### LONG TERM HOME INSURANCE - POLICY SCHEDULE UIN Number: SBG-OT-P13-48-V01-12-13

Policy No.:	Servicing Branch Office:	Issue Date:	
0000000007271125	2nd floor, Natraj, Junction of Western Express Highway Andheri-Kurla Road, Borivali, Andheri East, Maharashtra - 400069, India	29/09/2017 1 307 lake	en de la

#### Intermediary Details:

Intermediary Name & Code	Sbi Racpc Andheri West 17897	P LOVI	0028870
	121 21 22 26220046	The state of the s	Mobile:

Insured	Mrs Sharzima imflaz mukhri
Address	FLAT NO.1303,13TH FL A WING, LODHA ENCHANE, NEW GIFF PARADE WADALA Wadala, Mumbai, Mumbai Maharashtra - 400031 India
Period of Insurance	From: 26/09/2017 15:55 Hrs To: 25/09/2046 (Midnight)
Name and Address of the Financial Institution	SBI,RACPC ANDHERI,
Loan Account Number	61218625717
Coinsurance Details	Own Share-100%
Basis of Settlement	Method B(Fixed Sum Insured)
Cover	Standard Fire & Special Perils

Summary Particulars of Property Insured:

Location of Premises	Description /Occupancy Sum In	
FLAT NO.1303,13TH FL A WING, LODHA ENCHANE, NEW CIFF PARADE	Residential/Private use only	3,005,000.00
WADALA, Wadala, Mumbai, Maharashtra - 400031		

#### Add-on Cover Details:

Aug-on Gover Details.	Add On Course Cours Incoursed (7)
Add on Cover Description	Add On Cover Sum Insured (₹)
Aud on Coast Description	3,005,000.00
Earthquake	3,003,000.00

Additional Conditions: Subject to the following additional Conditions and attached Clauses / Endorsements / Warranties:

#### Clauses Applicable:

Designation of Property Clause

Reinstatement Value Clause

Local Authority Clause

Earthquake Coverage Endorsement

Agreed Bank Clause

Terrorism Damage Exclusion Warranty

#### Warranties Applicable:

Good State of Repairs

#### **Endorsements Applicable:**

NII

Special Conditions (If any):

SBI General Insurance Company Limited

Registered and Corporate Office: "Natraj" 101, 201 & 301, Junction of Western Express Highway & Andheri Kurla – Road, Andheri (East), Mumbai – 400 069

00071-2983- 1 of 4



#### LONG TERM HOME INSURANCE POLICY - POLICY CLAUSES

#### CLAUSE DESCRIPTION

#### **Designation of Property Clause**

For the purpose of determining, where necessary, the item under which any property is insured, the Company agrees to accept the designation under which the property has been entered in the \*Insured's books

#### Reinstatement Value Clause

"It is hereby declared and agreed that in the event of the property insured under the Policy being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the Policy is to be calculated shall be cost of replacing or reinstating on the same site or any other site with property of the same kind or type but not superior to or more extensive than the insured property when new as on date of the loss, subject to the following Special Provisions and subject also to the terms and conditions of the Policy except in so far as the same may be varied hereby." Special Provisions

1. The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage or within such further time as the Company may in writing allow, otherwise no payment beyond the amount which would have been payable under the Policy if this memorandum had not been incorporated therein shall be made.

2. Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the Company shall not be liable for any payment in excess of the amount which would have been payable under the Policy if this memorandum had not been incorporated therein.

3. If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the Sum Insured thereon or at the commencement of any destruction or damage to such property by any of the perils insured against by the Policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the Policy (if more than one) to which this memorandum applies shall be separately subject to the foregoing provision.

4. This Memorandum shall be without force or effect if

a) the Insured fails to intimate to the Company within 6 months from the date of destruction or damage or such further time as the Company may in writing allow his intention to replace or reinstate the property destroyed or damaged.

b) the Insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

#### **Local Authority Clause**

"The insurance by this Policy extends to include such additional cost of reinstatement of the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with the Building or other Regulations under or framed in pursuance of any Act of Parliament or with Bye-laws of any Municipal or Local authority provided that

1) The amount recoverable under this extension shall not include

a) the cost incurred in complying with any of the aforesaid Regulations or Bye-laws

i) in respect of destruction or damage occurring prior to the granting of this extension,

ii) in respect of destruction or damage not insured by the Policy,

iii) under which notice has been served upon the Insured prior to the happening of the destruction of damage,

iv) in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from the insurance by this Policy) of that portion of the property destroyed or damaged,

b) the additional cost that would have been required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid Regulations of Bye-laws not arisen.

c) the amount of any rate, tax, duty, development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid Regulations or Bye-laws

2) The work of reinstatement must be commenced and carried out with reasonable dispatch and in any case must be completed within twelve months after the destruction or damage or within such further time as the Company may (during the said twelve months) in writing allow and may be carried out wholly or partially upon another site (if the aforesaid Regulations or Bye-laws so necessitate) subject to the liability of the Company under this extension not being thereby increased

3) If the liability of the Company under (any item of) the Policy apart from this extension shall be reduced by the application of any of the terms and conditions of the Policy then the liability of the Company under this extension (in respect of any such item) shall be reduced in like proportion
4) The total amount recoverable under any item of the Policy shall not exceed the Sum Insured thereby.

5) All the conditions of the Policy except in so far as they may be hereby expressly varied shall apply as if they had been incorporated herein."

6) No additional premium shall be charged for inclusion of this clause in this Policy.

#### Earthquake Coverage Endorsement

In consideration of the payment by the Insured to the Company of the sum of agreed additional premium as stated in the schedule, it is hereby agreed and declared that notwithstanding anything stated in the printed exclusions of this Policy to the contrary, this Insurance is extended to cover loss or damage (including loss or damage by fire) to any of the property Insured by this Policy occasioned by or through or in consequence of earthquake including flood or overflow of the sea, lakes, reservoirs and rivers and/or Landslide / Rockslide resulting there from

Provided always that all the conditions of this Policy shall apply (except in so far as they may be hereby expressly varied) and that any reference therein to loss or damage by fire shall be deemed to apply also to loss or damage directly caused by any of the perils which this insurance extends to include by virtue of this endorsement

#### Special conditions

1) Excess clause - 5% of each and every claim.

2) Extension cover shall be granted only if the entire property in one complex / compound / location covered under the Policy is extended to cover this risk and the Sum Insured for this extension is identical to the Sum Insured against the risk covered under main Policy except for the value of the plinth and foundations of the building(s).

3) Onus of proof

In the event of the Insured making any claim for loss or damage under this Policy he must (if so required by the Company) prove that the loss or damage was occasioned by or through or in consequence of earthquake.

#### Agreed Bank Clause

"'It is hereby declared and agreed

i. That upon any monies becoming payable under this Policy the same shall be paid by the Company to the Bank and such part of any monies so paid as may relate to the interests of other parties Insured hereunder shall be received by the Bank as Agents for such other parties.

ii. That the receipts of the Bank shall be complete discharge of the Company therefor and shall be binding on all the parties Insured hereunder.

N.B. The Bank shall mean the first named Financial Institution/ Bank named in the Policy

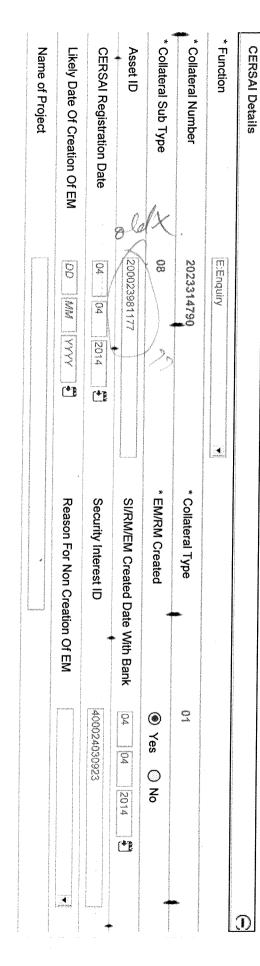
iii. That if and whenever any notice shall be required to be given or other communication shall be required to be made by the Company to the Insured or any of them in any manner arising under or in connection with this Policy such notice or other communication shall be deemed to have been sufficiently given or made if given or made to the Bank.

iv. That any adjustment, settlement, compromise or reference to arbitration in connection with any dispute between the Company and the Insured or any of them arising under or in connection with this Policy if made by the Bank shall be valid and binding on all parties Insured hereunder but not so as to impair rights of the Bank to recover the full amount of any claim it may have on other parties Insured hereunder.

v. That this insurance so far only as it relates to the interest of the Bank therein shall not cease to attach to any of the Insured property by reason of operation of condition 3 of the Policy except where a breach of the condition has been committed by the Bank or its duly authorised agents or servants and this insurance shall not be invalidated by any act or omission on the part of any other party Insured hereunder whereby the risk is increased or by anything being done to upon or any building hereby Insured or any building in which the goods Insured under the Policy are stored without the knowledge of the Bank provided always that the Bank shall notify the Company of any change of ownership or alterations or increase of hazards not permitted by this insurance as soon as the same shall come to its knowledge and shall on demand pay to the Company necessary additional premium from the time when such increase of risks first took place and

SBI General Insurance Company Limited

Registered and Corporate Office: "Natraj" 101, 201 & 301, Junction of Western Express Highway & Andheri Kurla -- Road, Andheri (East), Mumbai -- 400 069



Transmit



## Vishesh Enforcement & Finance

#### **NPA Management & Resolution Service Provider**

Shop No.19, Bhavani Jyot Tower, Chandan Park, Near Jesal Park, Navghar Road, Bhayander(E) - 401105. E-mail: visheshenforcements@gmail.com / singhanilvef@gmail.com \* Mob: 9821522877 \*Tel: 022-28105697

Ref. No.:

Bill no: VEF/1004/2020-21

To,

Date:-05/11/2020

Chief Manager,
State Bank of India,
The Asst. General Manager,
State Bank of India,
Retail Assets Centralized Processing Centre,
UTI Bldg, 1St Floor, Plot No.12, Road No.11,
Behind Tunga Paradise, MIDC, Marol,
Andheri(E), Mumbai-400093.

#### Sub:Bill payment (professional fees)

Respected Sir,

We are hereby sending the bill regarding service of demand notice u/s 13(2) of NPA A/C under SARFAESI Act, 2002 as follows:

		Total	1000/-
1.	Mrs. Sharzima Imtiaz Mukhri	61218625717	1000/-
Sr.no	A/C NAME	A/C No.	Total

#### (Rupees One Thousand Only)

You are requested to make the payment at your earliest.

BY State Bank of India Mira Rd br., Mira Rd .Thane 401107

Current A/C No.35578342255

RTGS/NEFT/IFSC Code: SBIN0011755

Thanking You,

For Vishesh Enforcements & Finance.

Authorized Signatory'

PAN NO:AAIFV3909M GSTIN: 27AAIFV3909MIZM

# VEF

## Vishesh Enforcement & Finance

## NPA Management & Resolution Service Provider

Shop No.19, Bhavani Jyot Tower, Chandan Park, Near Jesal Park, Navghar Road,
Bhayander(E) - 401105. E-mail: visheshenforcements@gmail.com / singhanilvef@gmail.com

\* Mob: 9821522877 \*Tel: 022-28105697

Ref. No.:

To,

Date:-05/11/2020

State Bank of India,
The Asst. General Manager,
State Bank of India,
Retail Assets Centralized Processing Centre,
UTI Bldg, 1<sup>St</sup> Floor, Plot No.12, Road No.11,
Behind Tunga Paradise, MIDC,Marol,
Andheri(E), Mumbai-400093.

Sub:- Due-Diligence Report .

Reg:- Mrs. Sharzima Imtiaz Mukhri
(A/C No.61218625717)

Respected Sir,

Our Official visited at borrowers both the residence's address i.e.

- (1) A-701, Swati Towers, Yari Road, Versova, Mumai-400061.
- (2) Flat No.1302, A-wing, Bldg No. b4, Lodha Enchante, New Cuffe Parade, Wadala, Mumbai, 400022 to serve the demand notice because the account is being classified as NPA.

After visiting at both the above mentioned address our official saw that the flat was locked. On Enquiring our official came to know that Mrs. Sharzima Imtiaz Mukhri stays abroad. Therefore due to non-availability of the borrower the demand notice could not be served physically.

Advice:- Matter should be published in Two Newspapers i.e 1)English 2) Vernacular Language.

Enclosure:-Copy of Demand notice & Registered A.D

Thanking You,

For Vishesb Enforcements & Finance



BY REG POST

Ph-97143573318/971559787986/97144527353

#### STATE BANK OF INDIA

Retail Assets Centralized Processing Centre BRANCH CODE 17897 UTI Bldg, 1st Flr. Plot No. 12,Road No. 11 Behind Tunga Paradise, MIDC, Marol Andheri East MUMBAI 400093 Ph. 28303998(FAX) / 28303999 28389765/28389769

Date: 05/10/2020

Mrs. Sharzima Imtiaz Mukhri Swati Towers, A701, Versova, Yari Road, Mumbai LODHA ENCHANTE A-WING FLAT NO 1302 400061 sharzimukri@gmail.com

Mrs. Sharzima Imtiaz Mukhri BUILDING NO B4, NEW CUFFE PARADE WADALA MUMBAI 400022

Dear Sir/Madam.

#### RACPC/ NPA/ SARFAESI/FILE NO. 26/298

A/C NO. 61218625717

Sub: - Notice under section13 (2) of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002(hereinafter called 'Act')

At your request, you have been granted by the bank, through its GOREGAON (E) Branch from time to time, various credit facilities by the way of financial assistance against various assets creating securit, interest in favour of the bank. The relevant particulars of the said credit facilities and the security agreement(s)/document(s) executed by you are stated in Schedule A & B respectively excluding pledge of movables. You have availed the financial assistance with an undertaking for repayment of said financial assistance in terms of the said agreement(s)/document(s).

- 2. You have / Guarantor has also created mortgage by the way of deposit of title deeds/ registered mortgages creating security interest in favour of the Bank. The documents relating to such mortgage are also stated in schedule B.
- 3. The relevant particulars of the secured assets are specifically stated in Schedule C.

4. You have also acknowledged subsistence of the liability in respect of the aforesaid credit facilities by executing confirmation of balances and revival letters and other documents from time to time. The operation of and conduct of the above said financial assistance / credit facilities have become irregular and the debt has been classified as Non-performing Assets with effect from 01.09.2020 in accordance with the directives/ guidelines relating to asset classification issued by the Reserve Bank of indiconsequent to the default committed by you in repayment of principal debt and interest thereon.

- 6. Therefore, the Bank hereby calls upon you U/S 13(2) of the said act by issuing this notice to discharge in full your liabilities stated here under to the Bank within 60 days from the date of this notice. Your outstanding liabilities (in aggregate) due and owing to the Bank is in the sum of Rs.1,40,28,672/- [Rs One crore Forty Lacs Twenty Eight Thousand Six Hundred Seventy Two only] as on 05.10.2020. You are also liable to pay future interest at the contractual rate on the aforesaid amount together with incidental expenses, cost, charges, etc.
- 7. If you fail to repay to the Bank the aforesaid sum Rs.1,40,28,672/- [Rs One crore Forty Lacs Twenty Eight Thousand Six Hundred Seventy Two only] with further interest and incidental expenses, costs as stated above in terms of this notice U/S 13(2) of the act, the Bank will exercise all or any of the rights detailed under Sub section (4) of section 13 and under other applicable provision of the said Act.
- 8. You are also put on notice that in terms of Sub section 13 of section 13 you shall not transfer by sale, lease or otherwise dispose off the said secured assets detailed in Schedule C of this notice without obtaining written consent of the Bank.
- 9. The Bank reserves its right to call upon you to repay the liabilities that may arise under the outstanding bills discounted, bank guarantees and letter of credit issued and established on your behalf as well as other contingent liabilities.
- 10. This notice is without prejudice to the Banks right to initiate such other actions or legal proceedings as it deems necessary under any other applicable provision of Law.

Yours faithfully

Authorized officer & Chief Manager

#### SCHEDULE 'A'

Sr.no	Name of the facility	Outstanding Rs	Unapplied interest up to 05.10.2020	Total Rs
1	Housing loan	14016384	12288	14028372
2	Aggregate outstanding	14016384	12288	14028372

#### SCHEDULE-B

Details of security document including all supplementary document & Documents Evidencing creation of mortgage)

Sr.no	Name of document	Nature of security	Date of execution	Amount secured
1 2	Arrangement letter Memorandum of Term Loan Agreement	Mortgage of Flat Mortgage of Flat	04.04.2014 04.04.2014	1,20,85,000/-
3 4 5 6 7 8 9 10	Memorandum of Deposit Tripartite agreement Agreement to Mortgage Letter of Undertaking Memorandum of Loan Agreement Annexure Home 5 Annexure Home-Ins-3 Affidavit Revival Letter	Mortgage of Flat	17.05.2014 04.04.2014 04.04.2014 04.04.2014	
10	Agreement to sell	Sale of Flat		1,61,14,968/-
	·			

1	ļ	1	

#### SCHEDULE 'C'

Part I

(Hypothecation of Movable properties)

-NIL-

#### PART II

(Equitable Mortgage of Immovable Properties)

भारतीरा डाक

LODHA ENCHANTE A-WING FLAT NO 1302 BUILDING NO B4, NEW CUFFE PARADE WADALA, MUMBAI 400022

Date: 05.10.2020

Place: Mumbai

Authorized Officer and Chief Manager



EM116342456IN IVR:6977116342456
SP MIRA ROAD S.O <401107>
Counter No:3,06/10/2020,13:08
To:SHARZIMA I MUXHRI,S
PIN:400022, Sion SO
From:SBI ,MTML BLD
Wt:50gms
Amt:29.50(Cash)Tax:4.50
<Track on www.indiapost.gov.in>
<Dial 18002666868> <Wear Masks, Stay Safe>

EM116342460IN IVR:6977711634246
SP MIRA ROAD S.O <401107>
Counter No:3,06/10/2020,13:08
To:SHARZIMA I MUKHRI.S
PIN:400061, Vesava S.O
From:SBI .MTNL BLD
Wt:50gms
Amt:29.50(Cash)Tax:4.50
〈Track on www.indiapost.gov.in〉
〈Dial 18002666868〉〈Wear Masks, Stay Safe〉



## Total Legal Solutions

Pradip Shukla & Co.

REF No.930/BO/2014

22<sup>nd</sup> August, 2014

## Annexure - B: Report of Investigation of Title in respect of immovable Property

(All columns/items are to be completed/commented by the panel advocate)

1.

a) Name of the Branch/ Business Unit/Office seeking opinion.

### State Bank of Bikaner and Jaipur, Andheri (west) Branch

- b) Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.
- c) Name of the Borrower. N. A.

#### NAME OF THE OWNER:

#### SHARZIMA IMTIAZ MUKHRI

a) Name of the unit/concern/ company/person offering the b)property/ (ies) as security.



#### Individual

Constitution of the unit/concern/ person/body/authority b) offering the property for creation of charge.

#### N.A

c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)

#### Mortgagor

- 2. Complete or full description of the immovable property offered as security including the following details
  - Survey No.: (a)

C. S. No. 8, Plot no. Block -C (C1-Zone)

Door/House no.: Unit No. A-1302 (b)

Extent/ area: (c)

adm. 463 sq. ft. carpet

Area

Locations: Unit No. A-1302, adm. 463 sq. ft. carpet area, on the (d)13th floor, "A" Wing, Type-A, in the building known as "Lodha Enchante" situated at New Cuffe Parade, Imax Dome, Wadala, Mumbai 400 022 bearing C. S. No. 8, Plot no. Block -C (C1-Zone) of Village Salt Pan.

3.

- the documents scrutinized-serially and a) Particulars of chronologically.
- (a) Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly



certified.

Sr.	Date of	Nature of Document & Name of the	Xerox Copy/
No	Document	Parties	True Copy/ copy
i)	06/06/2014	Title Certificate	Сору

4. Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? Please also enclose all original receipts of fees paid for obtaining certified copy of documents/ search/ encumbrance certificate along with the TIR

We have not obtained scan copy for Agreement for Sale dated 07/05/2014.

a) Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?

#### NO

b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.

#### N.A

c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?

#### No, such Online & Verification not possible

5.
a) Property offered as security falls within the jurisdiction of which sub-registrar office?

#### **Mumbai City**



b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar- general. If so please name all such offices?

## Yes, registration at Mumbai -1, 3, 4 & 5 is possible apart from all offices at MUMBAI

d) Whether search has been made at all the offices named at (b) above?

#### **YES**

d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?

#### NO

- 6. Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title.
  - 1. Govt. of Maharashtra appointed MMRDA as Special Planning Authority to larger land adm. 115 Hectares i.e. said larger property in exercise of powers under sec. 40(1) (C) of MRTP Act, 1966 by virtue of said Govt. Notification MMRDA became entitled to dispose of said larger property.
  - MMRDA desired to dispose off portion of said larger proeprty bearing C.
     No. 8 Plot No. Block No. C (C1-Zone) adm. 92,600 sq. mtrs. of Village Salt Pan, Mumbai City.
  - 3. In bids/tenders invited by MMRDA said company's tender was approved in 27th Meeting held on 26/08/2010.



- 4. Allotted said property for period of 65 yeras to said company by issuing Allotment letter bearing No. MMRDA/T&C/WTT/01/2010 dated 22/11/2010.
- 5. Special Power of attorney executed by Mr. Surendran Nair & 3 others in favour of Mr. Pandhari Kesarkar & 3 others and same has been registered under registration no. 779-2010 at Sub-registrar office Thane-2.
- 6. By an Agreement to Lease dated 01/08/2011 MMRDA leased out said property to said company for 65 years.
- 7. Deed of Mortgage dated 01/02/2012 is executed between M/s. Lodha Crown Buildmart Pvt. Ltd. and HDFC reigstered under sr. No. BBE-2-00714-2012 at Sub-registrar office Mumbai-2.
- 8. Deed of Mortgage dated 29/10/2012 is executed between M/s. Lodha Crown Buildmart Pvt. Ltd. and Central Bank of India & Vijaya Bank reigstered under sr. No. BBE-5-202-1-2012 at Sub-registrar office Mumbai-2.
- 9. Deed of Mortgage dated 04/12/2012 is executed between M/s. Lodha Crown Buildmart Pvt. Ltd. through director sandip Saxsena for mortagge of property bearing C. S. No. 8 (pt), Block-C, adm. 92,600 sq. mtrs. Building Wing B-4 with LIC Housing Finance Ltd. which is reigstered under sr. No. BBE-5-648-2012 dated 12/04/2012.



- 10. MMRDA has issued Commencement Certificate bearing no. T&V/WTT/BLOCK-C/CC/VOL-III/86/2013 dated 08/03/2013 and revised bearing no. T&V/WTT/BLOCK-C/CC/VOL-III/118/2013 dated 06/11/2013 further revised bearing no. T&V/WTT/BLOCK-C/CC/VOL-III/10/2014 dated 12/02/2014 further amended bearing no. T&V/WTT/BLOCK-C/CC/VOL-III/11/2014 dated 12/02/2014.
- 11. By an Agreement for sale dated 07/05/2014 made between **M/S. LODHA CROWN BUILDMART PVT. LTD.** as the Company of the one part and **SHARZIMA IMTIAZ MUKHRI** as the purchaser of the other part, purchaser purchased Unit No. A-1302, adm. 463 sq. ft. carpet area, on the 13th floor, "A" Wing, Type-A, in the building known as "Lodha Enchante" situated at New Cuffe Parade, Imax Dome, Wadala, Mumbai 400 022 bearing C. S. No. 8, Plot no. Block -C (C1-Zone) of Village Salt Pan, on the term and condition mentioned therein.
- 12. Said Agreement for sale dated 07/05/2014 was registered under registration No.BBE-4-2192-2014 dated 17/05/2014
  - 7. Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/Possessory Rights or Inam Holder or Govt. Grantee/Allottee etc.) If leasehold, whether;

#### full ownership

a)	lease Deed is duly stamped and registered	N. A.
b)	lessee is permitted to mortgage the Leasehold right,	N. A.
<i>a)</i>	duration of the Lease /unexpired period of lease.	N. A.



d)	if, a sub-lease, check the lease deed in	N. A.
	favour of Lessee as to whether	
	Lease deed permits sub-leasing and	
	mortgage by Sub- Lessee also.	
e)	Whether the leasehold rights permits	N. A.
	for the creation of any superstructure	
	(if applicable)?	
f)	Right to get renewal of the leasehold	N. A.
	rights and nature thereof.	

8. If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether; grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions, the mortgagor is competent to create charge on such property, whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.

#### N. A.

9. If occupancy right, whether;

a) Such right is heritable and transferable,
b) Mortgage can be created
N. A.
N. A.

10. Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.

### No Minor's interest

- 11. If the property has been transferred by way of Gift/Settlement Deed, whether:
- a) The Gift/Settlement Deed is duly stamped and registered;

N. A.



b) The Gift/Settlement Deed has been attested by two witnesses;

#### N. A.

c) The Gift/Settlement Deed transfers the property to Donee;

#### N. A.

d) Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions;

#### N. A.

e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question;

#### N. A.

f) Whether the Donee is in possession of the gifted property

#### N. A.

g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;

#### N. A.

h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.

#### N. A.

13. (a) In case of partition/family settlement deeds, whether the original deed is

available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage.

#### N. A.

(b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.

#### N. A.



(c) Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.

#### N. A.

(d) In respect of partition by a decree of court, whether suchdecree has become final and all other conditions/formalities are completed/ complied with.

#### N. A.

- (e) Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?
- 14. Whether the title documents include any testamentary documents /wills?
- (a) In case of wills, whether the will is registered will or unregistered will?

#### N.A.

(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?

#### N. A.

(c) Whether the property is mutated on the basis of will?

#### N. A.

(d) Whether the original will is available?

#### N. A.

(e) Whether the original death certificate of the testator is available?

#### N. A.

will will in question is the last and final will of the testator?



#### N. A.

**15.** (a) Whether the property is subject to any wakf rights?

#### N. A.

b) Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?

#### N. A.

(c) Precautions/ permissions, if any in respect of the above cases for creation of mortgage?

#### N. A.

**16.** (a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.

#### N. A.

(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases?

#### N. A.

17. (a) Whether the property belongs to any trust or is subject to the rights of any trust?

#### N.A.

(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?

#### N. A.

(c) If so additional precautions/permissions to be obtained for creation of valid mortgage?



(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.

#### N. A.

18. (a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.

#### N. A.

(b) In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?

#### N. A.

(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/permission obtained.

#### N. A.

- 19. Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.).
  - 20. (a) Whether the property is subject to any pending or proposed land acquisition proceedings?

#### N. A.

(b) Whether any search/enquiry is made with the Land\
Acquisition Office and the outcome of such search/enquiry

#### N. A.



21. (a) Whether the property is involved in or subject matter of any litigation which is pending or concluded?

#### N. A.

(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?

#### N. A.

(c) Whether the title documents have any court seal/marking which

points out any litigation/attachment/security to court in respect of the property in question? In such case please comment on such seal/marking.

#### N. A.

22. (a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.

#### N. A.

(b) Property belonging to partners, whether thrown on hotchpot?

Whether formalities for the same have been completed as per applicable laws?

#### N. A.

(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm

#### N. A.

23. Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.

Sellen.



24. In case of Societies, Association, the required authority/power to borrower

and whether the mortgage can be created, and the requisite resolutions, bye-laws

#### N. A.

- (a) Whether any POA is involved in the chain of title? **N. A.**
- (b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.

#### N. A.

(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/ Firms/Individual or Proprietary Concerns in favour of their Partners/ Employees/ Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).

#### N. A.

(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.

#### N. A.

- (e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.
  - i. Whether the original POA is verified and the title investigation is done on the basis of original POA?

#### N. A.



ii. Whether the POA is a registered one?

#### N. A.

iii. Whether the POA is a special or general one?

#### N. A.

iv. Whether the POA contains a specific authority for execution of title document in question?

#### N. A.

Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question? (Please clarify whether the same has been ascertained from the office of sub-registrar also?)

#### N. A.

(g) Please comment on the genuineness of POA?

#### N. A.

(h) The unequivocal opinion on the enforceability and validity of the POA?

#### N. A.

25. Whether mortgage is being created by a POA holder, check genuineness of
the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/ stamped/ authenticated in terms of the Law of the place, where it is executed

#### N. A.

- 26. If the property is a flat/apartment or residential/commercial complex, check and comment on the following:
  - (a) Promoter's/Land owner's title to the land/building; N. A.



- (b) Development Agreement/Power of Attorney; N. A.
- (b) Extent of authority of the Developer/builder;

## Builders has the authority to construct the building and to sell the flats/units

- Independent title verification of the Land (d) NO and/or building in question; **YES** Agreement for sale (duly registered); (e) YES Payment of proper stamp duty; (f) Requirement of registration of sale agreement, (g) NO development agreement, POA, etc.; Approval of building plan, (h) NO permission of appropriate/local authority, etc.; Conveyance in favour of Society/ (i) N. A. Condominium concerned; Occupancy Certificate/allotment letter/ N. A. (j) letter of possession; Membership details in the Society etc.; N.A. (k) N.A. Share Certificates; No Objection Letter from the Society No (m)All legal requirements under the local/Municipal laws, (n) regarding ownership of flats/Apartments/Building N.A. Regulations, Development Control Regulations, Co-operative Societies' Laws etc.;
  - (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any;

## Bank needs to get lien noted with Builders

(p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any.



(q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.

The number of the flat tally with the Agreement and the records of the Registrar.

27. Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof

#### NO

28. The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.

#### 30 years

29. Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?

### No tax receipt produced.

(a) Urban land ceiling clearance, whether required and if so, details thereon.

#### N.A.

(b) Whether No Objection Certificate under the Income Tax Act is required/ obtained.

#### N.A.

- 30. Details of RTC extracts/mutation extracts/ Katha extracts pertaining to the property in question
- 31. Whether the name of mortgagor is reflected as owner in the revenue/Muncipal/Village records?



(a) Whether the property offered as security is clearly demarcated?

#### N.A.

(b) Whether the demarcation/ partition of the property is legally valid?

#### N.A.

(c) Whether the property has clear access as per documents?

#### N.A.

- 32. Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny?
  - (a) Document in relation to electricity connection;
  - (b) Document in relation to water connection;
  - (c) Document in relation to Sales Tax Registration, if any applicable;
  - (d) Other utility bills, if any.

Yes, the property can be also identified by scrutinizing and comparing the above documents with the Agreement

33. In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.

#### N.A.

34. If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds.

#### No Documents made available



35. Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.

NO.

36. Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security?

#### YES

37. In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.

N.A

38. Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.

Yes

39. Additional aspects relevant for investigation of title as per local laws.

NO

40. Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.

No

41. The specific persons who are required to create mortgage/to deposit documents creating mortgage.

#### SHARZIMA IMTIAZ MUKHRI

Date: 22/08/2014 Place: Mumbai

Signature of the Advocate



#### ANNEXURE - C: CERTIFICATE OF TITLE

I have examined the Copy of the Title Certificate of Vijay & Co. and the details contained therein intended to be deposited relating to the schedule property/(ies) and offered as security by way of and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Equitable Mortgage is created, it will satisfy the requirements of creation of Equitable Mortgage and I further certify that:

- 2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
- 3. I also confirm having verified and checked the records of the relevant Government Offices,/Sub-Registrar(s) Office(s), Revenue Records, Registrar of Companies Office,).I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
- 4. Following scrutiny of Land Records/ Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries. This could be certified only after the scan copy is obtained.
- 5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 1984 to 2013 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances.



6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).

#### N. A.

- 7. Minor/(s) and his/ their interest in the property/(ies) is to the extent is **NIL** (Specify the share of the Minor with Name). (Strike out if not applicable).
- 8. The Mortgage if created, will be available to the Bank for the Liability of the Owner i.e. **SHARZIMA IMTIAZ MUKHRI**
- 9. I certify that **SHARZIMA IMTIAZ MUKHRI** has an absolute, clear and Marketable title over the Schedule property/ (ies). I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
  - 10.In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of following title deeds/ documents would create a valid and enforceable mortgage:
  - Original Agreement for sale dated 07/05/2014 made between M/S.
     LODHA CROWN BUILDMART PVT. LTD. as the Company of the one part and SHARZIMA IMTIAZ MUKHRI duly stamped & registered
  - 2. Original No Objection Certificate from Builders.
  - 3. Bank should get their lien noted with the said Builders



11. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

#### SCHEDULE OF THE PROPERTY

Unit No. A-1302, adm. 463 sq. ft. carpet area, on the 13<sup>th</sup> floor, "A" Wing, Type-A, in the building known as "Lodha Enchante" situated at New Cuffe Parade, Imax Dome, Wadala, Mumbai 400 022 bearing C. S. No. 8, Plot no. Block –C (C1-Zone) of Village Salt Pan

Place:22/08/2014

Date:Mumbai

Signature of the Advocate



To,

State Bank of Bikaner and Jaipur

Andheri (West)

Mumbai

#### **SEARCH REPORT**

As per your instructions, we have taken search for the period of 30 years in respect of Unit No. A-1302, in the Office of Sub Registrar through our search clerk Amit Salvi the search we have obtained following entries.

Sr. No.	Year	Encumbrance/Status of Sub-Registrar's Record
1.	1985	Page Torn
2.	1986	Page Torn
3.	1987	Page Torn
4.	1988	Page Torn
5.	1989	Page Torn
6.	1990	Page Torn
7.	1991	Page Torn
8.	1992	Page Torn
9.	1993	Page Torn
10	1994	Page Torn
11.	1995	Page Torn
12	1996	Page Torn
13.	1997	Page Torn
14.	1998	Page Torn
15.	1999	Page Torn



16.	2000	Page Torn	
17.	2001	NIL	
18.	2002	NIL	
19.	2003	NIL	
20.	2004	NIL	
21.	2005	NIL	
22.	2006	NIL	
23.	2007	NIL	
24.	2008	NIL	
25.	2009	NIL	
26.	2010	NIL	
27.	2011	NIL	
28.	2012	Books gone for binding	
29.	2013	Books not ready	
30	2014	Computer Entry	
		Agreement for sale dated 07/05/2014 made between M/S. LODHA CROWN BUILDMART PVT. LTD. and SHARZIMA IMTIAZ MUKHRI  Registration No.BBE-4-2192-2014 dated 17/05/2014	

Yours Truly, Pradip Shukla & Co



पावती क. नोंदणी ३९ म. Regn. 39 m. दस्तऐवजाचा प्रकार-सादर करणाराचे नावं खालीलप्रमाणे फी मिळाली:-नोंदणी फी नक्कल फी (फोनिओ पृष्ठांकनाची नक्कल फी टपालखर्च नकला किंवा ज्ञापने (कलम ६४ ते ६७) शोध किंवा निरीक्षण दंड-कलम २५ अन्वये कलम ३४ अन्वये प्रमाणित नकला (कलम ५७) (फोलिओ इतर फी (मागील पानावरीक्) बाब क. दस्तऐवज नवकल दस्तऐवज खाली नाव दिलेल्या व्यक्तीच्या नावे नोंदणीकृत डाकेने पाठवावा. हवाली करावा. सादरकर्ता



To Ms. Sharzima Imtiaz Mukhri Business Atrium 102, Oud Metha,360 ARC Event, UAE UAE - 33641 97143573312



### RECEIPT

Receipt No: 1400000640

Date: 15.05.2014

New Cuffe Parade Building: Lodha Enchanté Flat No: A-1302, 13th FLOOR

Particulars
Service Tax transfer from

Service Tax transfer from 1402230 to 1402326

Total:

Amount(Rs) 118,911.00

118,911.00

as per details in the margin hereof:

RECEIVED with thanks from: Ms. Sharzima Imtiaz Mukhri

the Sum Of Rupees One Lakh Eighteen Thousand Nine Hundred and Eleven only

Service Tax transfer from 1402230 to 1402326

For LODHA CROWN BUILDMART PRIVATE LIMITED



Subject to Realisation of cheque

Corporate Office : Lodha Excelus, N M Joshi Marg, Mahalaxmi, Mumbai 400 011, India.

T +91 22 2302 4400, F +91 22 2300 0693, www.lodhagroup.com



R

To Ms. Sharzima Imtiaz Mukhri Business Atrium 102, Oud Metha,360 ARC Event, UAE UAE - 33641 97143573312

## RECEIPT

Receipt No: 1400000628

Date: 15.05.2014

New Cuffe Parade Building: Lodha Enchanté Flat No: A-1302, 13th FLOOR

ParticularsAmount(Rs)Earnest money630,000.00Application money-1981,497.00Application money-21,595,382.00

Total: 3,206,879.00

as per details in the margin hereof:

RECEIVED with thanks from: Ms. Sharzima Imtiaz Mukhri

the Sum Of Rupees Thirty Two Lakh Six Thousand Eight Hundred and Seventy Nine only

**AMT TRF FROM TOWER 4 A-1303 (1402230)** 

For LODHA CROWN BUILDMART PRIVATE LIMITED



artner/Manager

Subject to Realisation of cheque

residences | Offices | Integrated Townships

Corporate Office: Lodha Excelus, N M Joshi Marg, Mahalaxmi, Mumbai 400 011, India.

T +91 22 2302 4400, F +91 22 2300 0693, www.lodhagroup.com



## RECEIPT

Receipt No: 1400000642

Date: 15.05.2014

New Cuffe Parade Building: Lodha Enchanté Flat No: A-1302, 13th FLOOR

Amount(Rs)

170,796.00

Total:

**Particulars** 

170,796.00

as per details in the margin hereof:

RECEIVED with thanks from: Ms. Sharzima Imtiaz Mukhri

the Sum Of Rupees One Lakh Seventy Thousand Seven Hundred and Ninety Six only

For LODHA CROWN BUILDMART PRIVATE LIMITED



Subject to Realisation of cheque

residences | offices | integrated townships

Corporate Office : Lodha Excelus, N M Joshi Marg, Mahalaxmi, Mumbai 400 011, India.

T +91 22 2302 4400, F +91 22 2300 0693, www.lodhagroup.com



### RECEIPT

Receipt No: 1400000643

Date: 15.05.2014

New Cuffe Parade Building: Lodha Enchanté Flat No: A-1302, 13th FLOOR

Amount(Rs)

AMT TRF FROM TOWER 4

7.00

A-1303 (1402230)

**Particulars** 

Total:

7.00

as per details in the margin hereof:

RECEIVED with thanks from: Ms. Sharzima Imtiaz Mukhri

the Sum Of only

For LODHA CROWN BUILDMART PRIVATE LIMITED

er/Manager

Subject to Realisation of cheque

Corporate Office: Lodha Excelus, N M Joshi Marg, Mahalaxmi, Mumbai 400 011, India.

T +91 22 2302 4400, F +91 22 2300 0693, www.lodhagroup.com

# LODHA

BUILDING A BETTER LIFE

Date: 15<sup>th</sup> May 2014

To,

The Branch Manager,

State Bank of Bikaner and Jaipur,

Santacruz (West), Mumbai

Subject: Correction in Allotment Letter – Lodha Enchanté – A – 1303 to Lodha Enchanté – A – 1302. Name of person to whom unit is allotted: Ms. Sharzima Imtiaz Mukhri

Dear Sir,

This is reference to case of Ms. Sharzima Imtiaz Mukhri, allotment letter dated  $3^{rd}$  April 2014. In this regard, we summit that the actual allotted flat number is Lodha Enchanté -A-1302. All the other particulars regarding area and cost remain unchanged. Agreement will be registered accordingly for Lodha Enchanté flat number A-1302. Kindly modify your records and disburse the loan accordingly.

Request you to kindly hand over the allotment letter dated 3<sup>rd</sup> April'14

Enclosed is the revised Allotment letter.

Authorised Signatory,

For Lodha Crown Build mart Pvt. Ltd.



## LODHA

BUILDING A BETTER LIFE

Date: 15<sup>th</sup> May 2014

To,

The Branch Manager,

State Bank of Bikaner and Jaipur,

Santacruz (West), Mumbai

Subject: Correction in Allotment Letter – Lodha Enchanté – A – 1303 to Lodha Enchanté – A – 1302. Name of person to whom unit is allotted: Ms. Sharzima Imtiaz Mukhri

Dear Sir,

This is reference to case of Ms. Sharzima Imtiaz Mukhri, allotment letter dated  $3^{rd}$  April 2014. In this regard, we summit that the actual allotted flat number is Lodha Enchanté -A-1302. All the other particulars regarding area and cost remain unchanged. Agreement will be registered accordingly for Lodha Enchanté flat number A-1302. Kindly modify your records and disburse the loan accordingly.

Request you to kindly hand over the allotment letter dated 3<sup>rd</sup> April'14

Enclosed is the revised Allotment letter.

Authorised Signatory,

For Lodha Crown Build nart Pvt. Ltd.



### Letter of Allotment

To Customer ID - 0001402326 Sharzima Imtiaz Mukhri Business Atrium 102, Oud Metha, 360 ARC Event, UAE UAE - 33641 sharzimukri@gmail.com

15 May 2014

Sub: Allotment of Residential Flat no A-1302, Wing A in the Building known as "Lodha Enchanté", in Project NEW CUFFE PARADE, situated at Wadala ("Unit")

## Dear Ms. Sharzima Imtiaz Mukhri,

We thank you for your application dated 10.03.2014 addressed to LODHA CROWN BUILDMART PVT LTD -ESCROW I ("Company"), and for the payments required for the payments required for the purpose of allotment of your chosen Lodha residence. It is indeed our pleasure to inform you that the unit booked by you via aforementioned application form has now been allotted to you subject to the terms and conditions as stated in the Application Form and hereunder.

The details of the unit allotted and your address in our records for the purpose of correspondence are as under:

under:	
Name, Address and Contact Details of Allottee (s)	Sharzima Imtiaz Mukhri Business Atrium 102, Oud Metha,360 ARC Event, UAE UAE - 33641 sharzimukri@gmail.com
Unit No & Wing	A-1302, Wing A
Name of Building/Tower	Lodha Enchanté
Type of Residence	1 Bed Luxury Suite
Carpet Area	463 Sq. Ft.
Count of Car Parking(s) allotted	1(4-Wheeler)
Consideration Value	Rs. 16114968.0/-

The Allottee shall be liable to pay the aforesaid Consideration Value, Additional Charges (as defined in Annexure B hereto) and Government Taxes & Levies as per the payment schedule specified in Annexure A hereunder, time being of the essence. In the event of any breach by the Allottee, the Company may terminate the allotment of the Unit and the Allottee shall be liable for payment of Liquidated Damages as specified in Clause 16 of the Application Form.

The carpet area of the unit shall be calculated on bare shell basis and shall be subject to variance of +/-5% due to design and construction tolerances.

The Company shall endeavor to make available the Unit for Possession (for fit outs) by June 2016 (with a grace period of 12 months), subject to the Allottee not being in breach of any of the terms of the Application Form/Allotment Letter/Agreement to Sell. In the event of any force majeure situations (including but not limited to inordinate delay in issuance of NOCs/connection/approvals and/or judicial or regulatory orders), the date of such possession for fit outs shall stand extended accordingly.

Knight Frank's 2012 Investment Advisory Report rates New Cuffe Parade/Wadala as India's No.1 real estate investment option in value terms with an expected increase of Rs.20,000 psf/133% by 2017

Corporate Office : Ladha Excelus, N M Joshi Marg, Mahalaxnii. Mumbai 400 011, India. T - 91 22 2302 4400. F +91 22 2300 0693 www.lodhugroup.com

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If the company is unable to offer the unit for possession (for fit outs) in such stipulated period, the Purchaser shall have the right to cancel the agreement within 60 days of the end of such stipulated period, and in such event the Purchaser shall be entitled to receive all moneys paid to the company (excluding government taxes & levies) with interest at 12% p.a.

The unit(s) cannot be re-sold/transferred to any third party by the Allottee till all amounts in relation to the Unit have been received by the Company and the Allottee has taken possession of the Unit.

This Allotment Letter shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Allotment Letter. Any dispute shall be settled by a sole arbitrator appointed by the Company and the arbitration shall be in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

Our Customer Relationship Management team can be contacted for any queries or assistance on the following coordinates:

You can contact your relationship manager for any queries or assistance at the following coordinates:

#### RATAN SINGH OBEROL

Direct Line: 022 67737373 Ext:7411 E-mail: ratan.oberoi@lodhagroup.com

I would like to take this opportunity to thank you for the trust that you have reposed in the Lodha Group, and assure you of your best services at all times.

Warm Regards,

For LODHA CROWN BUILDMART PVT LTD - ESCROW!

Chetan Pathare

Associate General Manager, Customer Care

Knight Frank's 2012 Investment Advisory Report rates New Cuffe Parade/Wadala as India's No.1 real estate investment option in value terms with an expected increase of Rs.20,000 psf/133% by 2017



#### ANNEXURE A

- All installments are payable within 15 days of the intimation of the said work stage being (1)
- All Additional Charges, other than Infrastructure Charges, shall be required to be paid immedi-(2)ately upon intimation of possession for fitouts.
- All government taxes and levies shall be payable as and when demanded by the Company. Upon intimation of possession for fitouts, an amount equivalent to 18 months of Property tax shall be required to be deposited with the Company.
- The Consideration paid by the Allottee to the Company shall be appropriated firstly towards (4) any cheque bounce charges or any other administrative expenses, then interest and lastly towards outstanding dues in respect of the Unit.

#### **ANNEXURE B**

#### ADDDITIONAL CHARGES (Payable on or before the Date of Offer of Possession for Fit Outs)\*: A.

- Payment towards cost of shares in the Ultimate Organization which shall be specified and pay-(1) able on or before the Fit Out Date.
- Rs. 25000.0/- are being the expenses for formation and registration of the Ultimate Organiza-(2)tion.
- Rs. 25000.0/- towards Legal Charges MVAT and Service Tax shall be extra as applicable. (3)
- Rs. 50000.0/- towards electric connection, water connection, transformer, cable, laying, and (4)other related charges, MVAT and Service Tax shall be extra as applicable.
- Rs. 9000.0/- towards pipe laying charges, MVAT and Service Tax shall be extra as applicable. (5)
- Rs. 840000.0/- towards Club Membership Charges. (6)\*MVAT and Service Tax will be extra as applicable

#### CHARGES LINKED TO SOCIETY & MAINTENANCE: В.

Building Common area maintenance charges (Rs. 12.0 per sq. ft. of carpet area for [18] months) 137511.0 Federation Common area maintenance charges (Rs. 2.7 per sq. ft. of carpet area for [30] months)

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

Rs. 33879.0/- towards provisional Property Tax in respect of the Unit for a period of 18 months from the Date of offer of Possession (for fit outs).

#### BUILDING PROTECTION AMOUNT: D.

(1) Undated cheque of Rs. 1,00,000/- (Rupees One Lakh Only) towards Building Protection Deposit. This shall be refunded to the Purchaser at the completion of the fitouts in his/her/its unit, provided there has been no violation of the rules and regulations governing fitouts.

#### FEES AND CHARGES TO MMRDA (Payable on demand): E.

- Rs 25,000/- towards MMRDA processing fee (undated cheque favouring MMRDA Fund) for con-(1) sent for sale
- Rs 25,000/- towards MMRDA processing fee (undated cheque favouring MMRDA Fund) for con-(2)
- 10% of stamp duty on the Agreement for Sale towards MMRDA charges for grant of consent of sale of Unit (undated cheque favouring MMRDA Fund)

Knight Frank's 2012 Investment Advisory Report rates New Cuffe Parade/Wadala as India's No.1 real estate investment option in value terms with an expected increase of Rs.20,000 psf/133% by 2017

-parnie Office : Lodha Excerus, N.M. Josh, Marg. Mahalakini, Mumbai 400 CTT, india. 01.72.23.72.4400 F 91.22.2300 0693, vww.bdnogris.p. tom and office. 216 Took & Charles South & Estates the E. Wilsen Road, Sh. 177 100, 406-218



- (4) 10% of stamp duty on Deed of Mortgage (to be executed/executed between Purchaser and Banks / Financial Institutions) towards MMRDA charges for grant of consent of mortgage of Unit (undated cheque favouring MMRDA Fund)
- F. LAND/PROPERTY REIMBURSEMENT TAX (Payable on or before the Date of Offer of Possession for Fit. Outs):

Rs. 20664.0/- towards the land/property reimbursement charges for the period of start of construction till the Date of Offer of Possession (for Fit outs). MVAT and Service Tax will be extra as applicable.



Knight Frank's 2012 Investment Advisory Report rates New Cuffe Parade/Wadala as India's No.1 real estate investment option in value terms with an expected increase of Rs.20,000 pst/133% by 2017



Date: 15<sup>th</sup> May 2014

To,

The Branch Manager,

State Bank of Bikaner and Jaipur,

Santacruz (West), Mumbai

Subject: Correction in Allotment Letter – Lodha Enchanté – A – 1303 to Lodha Enchanté – A – 1302. Name of person to whom unit is allotted: Ms. Sharzima Imtiaz Mukhri

Dear Sir,

This is reference to case of Ms. Sharzima Imtiaz Mukhri, allotment letter dated  $3^{rd}$  April 2014. In this regard, we summit that the actual allotted flat number is Lodha Enchanté -A-1302. All the other particulars regarding area and cost remain unchanged. Agreement will be registered accordingly for Lodha Enchanté flat number A-1302. Kindly modify your records and disburse the loan accordingly.

Request you to kindly hand over the allotment letter dated 3<sup>rd</sup> April'14

Enclosed is the revised Allotment letter.

Authorised Signatory,

For Lodha Crown Build mart Pvt. Ltd.



#### **Letter of Allotment**

To Customer ID - 0001402326 Sharzima Imtiaz Mukhri Business Atrium 102, Oud Metha, 360 ARC Event, UAE UAE - 33641 <a href="mailto:sharzimukri@gmail.com">sharzimukri@gmail.com</a>

15 May 2014

Sub: Allotment of Residential Flat no A-1302, Wing A in the Building known as "Lodha Enchanté", in Project NEW CUFFE PARADE, situated at Wadala ("Unit")

#### Dear Ms. Sharzima Imtiaz Mukhri,

We thank you for your application dated 10.03.2014 addressed to LODHA CROWN BUILDMART PVT LTD -ESCROW I ("Company"), and for the payments required for the payments required for the purpose of allotment of your chosen Lodha residence. It is indeed our pleasure to inform you that the unit booked by you via aforementioned application form has now been allotted to you subject to the terms and conditions as stated in the Application Form and hereunder.

The details of the unit allotted and your address in our records for the purpose of correspondence are as under:

Name, Address and Contact Details of Allottee (s)	Sharzima Imtiaz Mukhri Business Atrium 102, Oud Metha,360 ARC Event, UAE UAE UAE UAE
	sharzimukri@gmail.com
Unit No & Wing	A-1302, Wing A
Name of Building/Tower	Lodha Enchanté
Type of Residence	1 Bed Luxury Suite
Carpet Area	463 Sq. Ft.
Count of Car Parking(s) allotted	1(4-Wheeler)
Consideration Value	Rs. 16114968.0/-

The Allottee shall be liable to pay the aforesaid Consideration Value, Additional Charges (as defined in Annexure B hereto) and Government Taxes & Levies as per the payment schedule specified in Annexure A hereunder, time being of the essence. In the event of any breach by the Allottee, the Company may terminate the allotment of the Unit and the Allottee shall be liable for payment of Liquidated Damages as specified in Clause 16 of the Application Form.

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#### RATAN SINGH OBEROL

Direct Line: 022 67737373 Ext:7411 E-mail: ratan.oberoi@lodhagroup.com

I would like to take this opportunity to thank you for the trust that you have reposed in the Lodha Group, and assure you of your best services at all times.

Warm Regards,

For LODHA CROWN BUILDMART PVT LTD-ESCROWI

Chetan Pathare

Associate General Manager, Customer Care

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- (2) Rs. 25000.0/- are being the expenses for formation and registration of the Ultimate Organization.
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area for [18] months ) Federation Common area maintenance charges (Rs. 2.7 per sq. ft. of carpet	137511.0
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- (2) Rs 25,000/- towards MMRDA processing fee (undated cheque favouring MMRDA Fund) for consent for mortgage
- (3) 10% of stamp duty on the Agreement for Sale towards MMRDA charges for grant of consent of sale of Unit (undated cheque favouring MMRDA Fund)

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(4) 10% of stamp duty on Deed of Mortgage (to be executed/executed between Purchaser and Banks / Financial Institutions) towards MMRDA charges for grant of consent of mortgage of Unit (undated cheque favouring MMRDA Fund)

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

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RESIDENCES LOSSICES LINTEGRATED TOWNSHIPS

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### RECEIPT

Receipt No: 1400000640

Date: 15.05.2014

New Cuffe Parade Building: Lodha Enchanté Flat No: A-1302, 13th FLOOR

**Particulars** 

Amount(Rs)

Service Tax transfer from 1402230 to 1402326

118,911.00

Total:

118,911.00

as per details in the margin hereof:

**RECEIVED with thanks from:** Ms. Sharzima Imtiaz Mukhri

the Sum Of Rupees One Lakh Eighteen Thousand Nine Hundred and Eleven only

Service Tax transfer from 1402230 to 1402326

For LODHA CROWN BUILDMART PRIVATE LIMITED

Subject to Realisation of cheque



:ner/Manager

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Corporate Office: Lodha Excelus, N M Joshi Marg, Mahalaxmi, Mumbai 400 011, India.

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### RECEIPT

Receipt No: 1400000628

Date: 15.05.2014

New Cuffe Parade Building: Lodha Enchanté Flat No: A-1302, 13th FLOOR

Particulars

Earnest money
Application money-1
Application money-2

3,206,879.00

Amount(Rs)

630,000.00

981,497.00

1,595,382.00

Total:

as per details in the margin hereof:

RECEIVED with thanks from: Ms. Sharzima Imtiaz Mukhri

the Sum Of Rupees Thirty Two Lakh Six Thousand Eight Hundred and Seventy Nine only

AMT TRF FROM TOWER 4 A-1303 (1402230)

For LODHA CROWN BUILDMART PRIVATE LIMITED



rtner/Manager

Subject to Realisation of cheque

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Corporate Office: Lodha Excelus, N M Joshi Marg, Mahalaxmi, Mumbai 400 011, India.

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## RECEIPT

Receipt No: 1400000642

Date: 15.05.2014

New Cuffe Parade Building: Lodha Enchanté Flat No: A-1302, 13th FLOOR

Amount(Rs)

170,796.00

Total:

**Particulars** 

170,796.00

as per details in the margin hereof:

**RECEIVED with thanks from:** Ms. Sharzima Imtiaz Mukhri

the Sum Of Rupees One Lakh Seventy Thousand Seven Hundred and Ninety Six only

For LODHA CROWN BUILDMART PRIVATE LIMITED

Subject to Realisation of cheque



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Corporate Office : Lodha Excelus, N M Joshi Marg, Mahalaxmi, Mumbai 400 011, India.

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#### RECEIPT

Date: 15.05.2014 Receipt No: 1400000643

New Cuffe Parade Building: Lodha Enchanté

Flat No: A-1302, 13th FLOOR

Amount(Rs) **Particulars** AMT TRF FROM TOWER 4 7.00 A-1303 (1402230)

7.00 Total:

as per details in the margin hereof:

RECEIVED with thanks from:

Ms. Sharzima Imtiaz Mukhri

the Sum Of only

For LODHA CROWN BUILDMART PRIVATE LIMITED



Subject to Realisation of cheque

Corporate Office : Lodha Excelus, N M Joshi Marg, Mahalaxmi, Mumbai 400 011, India.

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## NO OBJECTION/CONFIRMATION LETTER FROM BUILDER

The Branch Manager, State Bank of Bikaner & Jaipur, Andheri East Branch, Mumbai.

Dear Sir,

## AGREEMANT DATED 07-MAY-2014 ALLOTTING FLATNO. A-1302 TO SMT. SHARZIMA IMTIAZ MUKHRI

- 1. We Lodha Crown Buildmart Pvt Ltd. (The builder) entered into an Agreement of Sale with SMT. SHARZIMA IMTIAZ MUKHRI for allotment of Flat, situated at Lodha Enchante situated at New Cuffe Parade, Near Imax Dome, Eastern Freeway, Mumbai-400022 which has being constructed by us.
- 2. We are aware that They have offered the said flat as security for housing loan proposed to be availed by them from your Bank and Bank as such has got lien on the said flat for Monies disbursed by you whatsoever them mortgaging the Flat to State Bank of Bikaner & Jaipur as security for the amount advanced by the Bank.
- 3. We confirm that we have no objection whatsoever to SMT. SHARZIMA IMTIAZ MUKHRI mortgaging the above house to State Bank of Bikaner & Jaipur, Andheri East Branch as security for the amount to be advanced by the bank.
- 4. Further, we undertake that not withstanding any thing contained in the aforesaid Agreement dated 07-MAY-2014, we will not cancel the Agreement or allotment in case of any default on his part in due performance of the said Agreement giving notice to the Bank with sufficient time to set right the said default by the borrower.
- 5. Further, not withstanding anything contained in Agreement or Allotment dated 15-MAY-2014, we undertake to refund to you the amount received by us from you after expiry of the said notified period.
- 6. We also undertake to issue the share certificates directly to the bank.
- 7. We undertake not to permit any change in share or flat without the written consent of the Bank in original.
- 8. We confirm that we have obtained commencement certificate from competent authority authorizing us to make constructions and we undertake to complete the construction strictly in conformity with the specifications stipulated in commencement certificate and as per approved plan issued by competent authority.
- 9. We hereby certify, confirm and affirm that the title to the said land and the building thereon is clear, marketable and free from all encumbrances and debts.
- 10. We also confirm that we have not borrowed from any Financial Institution for purchase of land and have not created and will not create any encumbrance on the flat allotted to them during the currency of the loan sanctioned by the Bank to them.
- 11. We are agreeable to accept State Bank of Bikaner & Jaipur as a nominee for the flat allotted to captioned persons and once the nomination Favouring the Bank has been registered and advice sent to the Bank of having done so, we not to change the same without the written consent of the Bank.

Yours faithfully,

For Lodha Crown Buildmart Pvt Ltd.

Authorized Signatory

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Corporate Office: Lodha Excelus, N. M. Joshi Marg, Mahalaxmi, Mumbai 400 011, India.

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Ref: NOC/2014-15/56

20.05.2014

M/s. Lodha Crown Build Mart Pvt. Ltd. Lodha Excelus, N M Joshi Marg, Mahalxmi, Mumbai - 400 011

Dear Sir/Madam,

Sub: NOC for release of charge over Flat/Shop No. 1302 in Building No. B4 Lodha Enchante Building A Wing on 13th Floor at New Cuffe Parade, Wadala Project

This is with reference to your request for seeking our No Objection for release of charge over the Flat/ unit mortgaged with us, details of which are as under;

Flat No./Shop No.	1302
Floor No.	13th
Saleable Area of the Flat/ Property (sq. ft.)	463.00
Name of the Purchaser	Ms. Sharzima Imtiaz Mukhri
Total sale consideration	Rs. 16114968/-

We would like to state that we have no objection in releasing the charge / mortgage of abovementioned flat / unit by way of sale. LIC Housing Finance Ltd shall have no claim, rights, title or interest in respect of the said unit / flat whatsoever subject to following conditions:

- This NOC for sale is restricted to release of charge / mortgage over the above mentioned flat to Ms. Sharzima Imtiaz Mukhri only.
- The sale of the flat will have to be made only through Agreement which shall be registered with Sub-Registrar of Assurance.
- The entire consideration from the purchaser-shall be deposited in the Escrow Account "LODHA CROWN BUILDMART PVT LTD ESCROW ACI 05012240000168 "., Operated in HDFC Bank CHURCHGATE INDUSTRY HOUSE Branch located at Mumbai
- Our first charge will continue till deposit of entire consideration in above mentioned account and our charge will cease to exist once the entire consideration is received by us.
- This NOC shall stand revoked automatically;
  - a. In the event the sale transaction is cancelled for any reason, whatsoever at any time;
  - Upon breach of the terms and conditions of the Loan Agreement by you; b.
- The Builder/ Mortgagor will have to apply for new/ fresh NOC if the NOC, previously applied for, is revoked for any reason.
- All other securities created by you with us shall remain unchanged. The issuance of NOC for sale of the abovementioned unit would or will not affect the charge of LICHFL in respect of all other flats/units including the lands, as the case may be, at the aforesaid address and construction thereon created in favour
- Notwithstanding anything contained hereinabove, the consent hereby granted shall not authorize M/s. Lodha Crown Build Mart Pvt. Ltd. to sell any other unit / flat in the said project without prior approval of LIC Housing Finance Ltd.

Thanking You, Yours faithfully

6 AUTHORISED SIGNATORY

Regional Office: Jeevan Prakash, 4th Floor, Sir P. M.Road, Fort, Mumbai - 400 001.

Tel.: 2267 1151/2261 0286 / 2269 3675 Fax: 2266 0534 E-mail: lichflwe@bom3.vsnl.net.in www.lichousing.com

哈牌部雕画器 Saturday,May 17,2014 पावती

Original/Duplicate नोंदणी क्रं. :39म

दिनांक: 17/05/2014

Regn.:39M

10:32 AM

प्रवित क्रं.: 2361

गाताचे नावः मॉल्टपॅन

दन्तऐवजाचा अनुक्रमांक: बबई4-2192-2014

दस्तऐवजाचा प्रकार : करारनामा

गादर करणाऱ्याचे नाव: शर्किमा इस्त्रियाज मुखरी

नोंदणी फी

₹, 30000.00

दस्त हाताळणी फी

पृष्ठांत्री संख्या: 80

₹, 1600.00

एकूण:

ज. 31600±00

आपणास हा दस्तऐवज अंदाजे 10:35 AM हा। बेळेर्स मिळेल आणि सोबत थंबनेल प्रत व CD

बानार पुल्य: म.7354000 /-

भरतेले मुद्रांक शुल्क : रु. 806120/-

ह दुष्यम निर्वेशक, मृंबई-४

है<sub>114968/-</sub> सह दुय्यम निबंधक

1) देयकाचा प्रकार: eSBTR/SimpleReckipt रक्षमः रु.30000/-दीती/धनादेश/पे ऑर्डर क्रमांक: MH000562777201415S दिनांक: 07/05/2014

हीतात व पत्ता: IDBI

2) देस शाचा प्रकार: By Cash रक्रम: रु 1600/-

OFFICERED

सूची क.2

दुय्यम निबंधक : सह दु.नि.मुंबई शहर 4

दस्त क्रमांक : 2192/2014

नोदंणी 63 Regn. 63m

गावाचे नाव : सॉल्टपॅन (1) विलेखाचा प्रकार करारनामा (2) मोबदला **ড.16,114,9**68/-(3) बाजारभाव(भाडेपटटयाच्या बाबतितपटटाकार रु.7,354,000/-आकारणी देतो की पटटेदार ते नमुद करावे) (4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास) ८ व दस्तात नमूद केल्याप्रमाणे, पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: १३०२, माळा नं: १३वा मजला ए विंग, इसारतीचे नाव: लोढा एन्चांटे, ब्लॉक नं: न्यू कफ परेड वडाळा मुंबई ४०००२२, इतर माहिती: सोबत एक कार पार्किंग (5) क्षेत्रफळ 51.63 चौ.मीटर (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा. (7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या 1) नाव:-लोढा का उन विल्डमार्ट प्रा.लि. तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु.अनिल पालांडे ;वय: 49; पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा पत्ता :-प्लॉट तं: २१६, भाळा <del>तं: -,</del> इमारतीचे नाव: शाह आणि नाहर इंड.इस्टेट, ब्लॉक नं: वरळी,मुंबई, रोड नं: डॉ. ई.मोझेस रोट, महाराष्ट्र, सुंबई. हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता. पिन कोड:- 400018 पॅन नंबर: AABCL3059L (8) दस्तऐवज करुन घेणा-या पक्षकाराचे व किंवा 1)नाव:- शिक्षेमा इग्तियाज मुखरी ; वय:28; दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश पत्ताः-प्लॉट नं: ए िंग, ७०१,, माळा नं: -, इमारतीचे नाव: स्वाती टॉवर्स,, ब्लॉक नं: मुंबई, रोड नं: वर्सोवा यारी रं असल्यास,प्रतिवादिचे नाव व पत्ता पिन कोड:- 400061; पॅन नं:- AGJPN4520B; (9) दस्तऐवज करुन दिल्याचा दिनांक 07/05/2014 (10) दस्त नोंदणी केल्याचा दिनांक 17/05/2014 (11) अनुक्रमांक,खंड व पृष्ठ 2192/2014 (12) बाजारभावाप्रमाणे मुद्रांक शुल्क ₹.806,120/-ं(13) बाजारभावाप्रमाणे नोंदणी शुल्क ₹.30,000/-(14) शेरा

मुल्याकनासाठी विचारात घेतलेला तपशील:-

Null

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद ⊱

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

## Data of ESBTR for GRN MH000562777201415S Bank - IDBI BANK

-Bank/Branch

: IBKL - 6910502/DADAR (WEST)

Pmt Txn id

ChallanIdNo

: 41511259

Pmt DtTime

: 13017080841150

: 07/05/2014 16:14:24

Stationary No

: 07/05/2014 16:19:27

District

: 69103332014050751065

77/05/2014

(IS)-508-2192 IGR549(BOM4)

(IS)-508-2192 IGR549(BOM2)RA MUMBAI CITY 2

StDuty April Deface Number-75/ Stamp Digition/0Portal) 17/05/2014 (iS)-508-2192 1G-000042912920.007 Rs Eight 2061/29/2014 (iS)-508-2192 1G-0000429129201415 10000429129201415 Rupees Only )

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RgnFee/Amil : Rs 30,000.00/- (Re Thirty

: Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)
: B25 Only for verification-not to be printed and used

Article

: Immovable

Consideration

: 1,61,14,968.00/-

**Prop Myblty Prop Descr** 

: A 1303Lodha EnchanteNew Cuffe ParadeNear IMAX Dome , Eastern FreewayWadalaMumbai

: Maharashtra

: 400066

**Duty Payer** 

: PAN-AGJPN4520B Sharzima Imtiaz Mukhri

Other Party

: PAN-AABCL3059L Lodha Crown Buildmart Pvt Ltd

Bank Scroll No

: 100

Bank Scroll Date

: 08/05/2014

RBI Credit Date

: 08/05/2014

Mobile Number

: 971559787986





# महाराष्ट्र शासन - नोंदणी व मुद्रांक विमाग मुत्यांकन अहवाल स<del>न 2010</del> 2097

1.दरताचा प्रकार :- कर रिठामि : अनुच्छेद क्रमांक 25 क
2 सादरकत्याचे नाव :- Shanzing infiaz mukhin
3.तालुका :- , अर्ह / अंधेरी / बोरीनली / कुर्ला
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5.नगरभुमापन क्रमांक/सर्वे क्र /अंतिम भुखंड क्रमांक :- <u>रिय दिला ।</u> गर्भा गर्भ का क्रमांक :- <u>रिय दिला । गर्भ</u> के क्रमांक :- <u>रिय दिला । गर्भि क</u>
6. मूल्य दरिवभाष (झोन) :- 94/964 जपविभाग
7. मिळकतीचा प्रकार :- खुली जमीन निवासी फार्यालय पुकान औद यो ।
प्रति चो भी दर - 9,23,2000
8 दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ : 49.63 कार्यंट / बिल्ट अप चौ. भीटर / पृष्ट
9. कारपार्किम :- 9 गन्धी :- पोटमाळा :
10.मजला क्रमांक :- 93 as खदवाहन सुविधा आहे! नाही
11 बायकाम गर्ष
12 वांशकामाचा प्रकार :- आरआरसी / इतर प्रयक्ते / अर्धे मर्त्रके / कन्त्रे
13 वाजार मुख्यदर जनस्थातील नार्गादर्शक सुनवा के :- 10. ज्यान्त्ये दिलेली घट / डीव
14 भाडिकर व्याप्त भिळकत असत्यास :-१ त्याच्या ताब्यातील क्षेत्र(पुने क्षेत्र) :
2. नमीन इमारतीत दिलेले क्षेत्र
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15. लिक्ट ॲन्ड लायतन्त्रचा दश्त :- शिक्षाक भीड एवंगा रे क
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सिंधिय निबंधक मुंबई शहर क्र. ४
मुंबई शहर क्र. ४

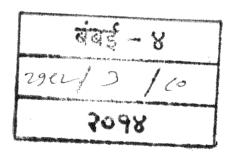
# महाराष्ट्र शासन GOVERNMENT OF MAHARASHTRA सुरक्षित बंक व कोषागार पावती DBANK & TREASURY RECEIPT (e-SBTR)

13017080841150

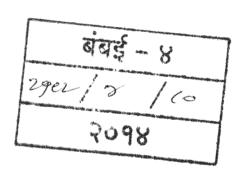
Bank/Branch: IBKL - 6910502/DADAR (WEST) Pmt Txn id : 41511259
Pmt DtTime : 07-May-2014@16:14:24
ChallanIdNo: 69103332014050751065
District : 7101-MUMBAI Stationery No: 13017080841150 Print DtTime : 07-May-2014@16:19:27
GRAS GRN : MH000562777201415S : IGR183-BOM2\_JT SUB REGI Office Name StDuty Schm: 0030045501-75/STAMP DUTY
StDuty Amt: R 8,06,120/- (Rs Eight, Zero Six, One Two Zero only) RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt: R 30,000/- (Rs Three Zero, Zero Zero Zero only) : B25-Agreement to sell/Transfer/Assignment Article Firop Myblty: Immovable Consideration: R 1,61,14,968/Prop Descr: A 1303, Lodha Enchante, New Cuffe Parade, Near IMAX Dome, Eastern Freew Consideration: R 1,61,14,968/ay, Wadala, Mumbai, Maharashtra, 400066 Daty Daty Payer: PAN-AGJPN4520B, Sharzima Imtiaz Mukhri Other Party: PAN-AABCL3059L, Lodha Crown Buildmart Pvt Ltd N 10 Bank officiall Name & Signature

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









## AGREEMENT TO SELL

## BETWEEN:

LODHA CROWN BUILDMART PRIVATE LIMITED a company incorporated 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 COMPANY" (which expression shall unless contrary to the context or meaning thereof, mean and include their successors in title) of the First Part.

**AND** 

MR. SHARZIMA IMTIAZ MUKHRI residing/having its address at SWATI TOWERS, A - WING, 701, VERSOVA YARI ROAD, MUMBAI - 400061 and assessed to Income Tax under Permanent Account Number (PAN) AGJPN4520B hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors and administrators and permitted assigns; (b) In case of a Partnership Firm, the partners for the time being thereof, the survivors or the last survivors of them and legal heirs, executors, administrators of last survivor of them; and his/her/their/its permitted assigns, and (c) In case of a Company/Society its successors and permitted assigns, and in all cases all persons claiming by under or through such Purchasers including his/her/their/its successors in interest) of the OTHER PART.

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

#### WHEREAS:-

- A. The Company is/shall be constructing the Building (as defined herein) on the Project Land (as defined herein), being a portion of the said Property (as defined herein). The brief chain of rights of the Company in respect of the said Property has been set out in Annexure 1 hereto
- B. By a Commencement Certificate bearing Serial No. T&C/WTT/Block-C/CC/Vol-III/80/2013 dated 20/02/2013 the Addl. Metropolitan Commissioner-1, Mumbai Metropolitan Region Development Authority (MMRDA) has approved inter alia the plans for construction of the Building and has granted Commencement Certificate to commence the construction of the Building. Such Commencement Certificate is amended from time to time. Hereto annexed and marked as Annexure 4 is the copy of the said Commencement Certificate.
- C. The Company has engaged the services of architects and structural engineers for the preparation of the Structural design and drawings thereof and the construction of the Building shall be under the professional supervision of the said architects and the structural engineers as required under the bye-laws of the local authorities.

D. The Copy of the Certificate of Title of Advocate Mr Pradip Garach showing the nature of the title of the Company to the said Property on which the Building is to be constructed is hereto annexed and marked as Annexure 5. A Copy of the plan with respect to the Unit is attached herewith as Annexure 6.

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

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

## 1. **DEFINITION AND INTERPRETATION:-**

- 1.1 "Agreement" shall mean this Agreement together with the Schedules and Annexures hereto and any other deed and/or document(s) executed in pursuance hereof.
- "Approvals" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from granted/to be granted by the competent authorities in connection with the Property /Building/Project /Unit and/or the development thereof including but not limited to plans, IOD, CC, OC, BCC and/or NOC from MMRDA and/or execution of the Lease Deed by MMRDA in favour of the Company.
- "Building" shall mean the multi-storied building consisting of ground plus fifty five upper floors and as defined in Annexure "2" to be/ being constructed by the Company on the Project Land.
- 1.4 "Building CAM Charges" shall mean the common area maintenance charges payable by the Purchaser for inter alia the maintenance of Unit / Building and its immediate periphery within 6 metres thereof.
- "Buildings" shall mean twelve or more multistoried buildings having several wings either residential or commercial, being or proposed to be constructed on the said Property including the said Building. The term Buildings shall also include all amenities, facilities, services, such other building or structures or otherwise required to be constructed by the Company.

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

CAM Charges" shall mean the Federation CAM Charges and Building AM Charges payable by the Purchaser inter alia for the maintenance of the Unit/Building/Project Land, but shall not include the Property Taxes, Land/property Tax Reimbursement Charges, and Society and Other Charges.

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

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

"Common Areas and Amenities" shall mean the common areas and amenities as are available to and /or in respect of the

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Unit/Building/Project, as the case may be and more particularly described in the Annexure "3" hereto.

- 1.11 **"Federation**" means a federation of the ultimate organization to be/ may be formed under clause 14 hereto to manage and control the Property, the common areas and amenities upon conveyance thereof in its favour.
- 1.12 "Federation CAM Charges" shall mean the common area maintenance charges payable by the Purchaser for maintenance of all Common Areas and Amenities in respect of the Unit / Building /Project, but shall not include the Building CAM Charges.
- 1.13 "Date of Offer of Possession (for fit outs)" shall mean the date as specified in Annexure 2 herein on which the Company shall endeavor to make available to the Purchaser the Unit for fit outs subject to the receipt by the Company of the Total consideration and all other taxes and charges payable under this Agreement. This shall be the date on which the notice for readiness of the Unit for fit outs is issued by the Company plus 15 days.
- 1.14 "Date of Offer of Possession" shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation)

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

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

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

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

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

1.20 "The said Property" or "the Property" shall mean the lands more particularly described in Schedule of Property of this Agreement on which the development comprising inter alia of the Buildings is planned to be

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carried out and shall include any contiguous pieces of land which may added to the said development over time.

- 1.21 "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of (i) the Unit or the interest therein and/or (ii) the benefit of this Agreement and/or (iii) (a) in case the Purchaser is a Company, directly or indirectly, (i) the change in control and/or (ii) Management and/or (iii) shareholding of not less than 25%, of the Company or its holding (b) in case the Purchaser is a Partnership Firm or an LLP, the change in constitution thereof. The term "Transfer" shall be construed liberally. It is however, clarified that the Transfer in favour of (i) a Relative (as defined under the Companies Act, 1956) or (ii) a holding/subsidiary Company (subject to (iii) (a) above) shall not constitute Transfer of the Unit.
- 1.22 "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit as set out in clause 5.1 below and in Annexure "2" hereto.
- 1.23 "Ultimate Organization" shall mean the society/ condominium/ company to be formed in the manner contemplated herein.
- 1.24 **Unit"** shall mean the Unit in the Building and the details thereof are given in Annexure "2" hereto.

### 2. RULES FOR INTERPRETATION

In this Agreement where the context admits:-

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

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

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

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

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

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- 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 reference to the masculine, the feminine and the neutral shall include each other.
- 2.9 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.
- 2.10 The Purchaser confirms and warrants that the Liquidated Damages is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, among others. The Purchaser waives his right to raise any objection to the payment or determination of liquidated damages in the manner and under the circumstances set out herein.
- 3. The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

## DISCLOSURES AND TITLE

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

- a) Nature of the Company's right and title and all encumbrances.
- b) The drawings, plans and specifications.
- c) Nature and particulars of fixtures, fittings and amenities.
- d) All particulars of designs and materials to be used in construction of the Unit and the Building.
- e) The Approvals obtained and yet to be obtained.

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



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and that this Agreement is being executed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project Land/Building/Unit and the implication of the terms and conditions contained in this Agreement.

## 5. AGREEMENT TO SELL AND CONSIDERATION

- 5.1 The Purchaser hereby agrees to purchase/acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for an aggregate lump sum consideration of the Total Consideration set out in Annexure "2" hereto subject to (i) the terms and conditions mentioned herein and/or the Approvals. The Total Consideration is exclusive of any sums or amounts including contribution, cess, levies, fees, deposits, CAM charges, Land/Property Tax reimbursement charges, Property Taxes, Society and Other charges of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the Unit or otherwise (present or future) and all such amounts shall be entirely borne and paid by the Purchaser on demand being raised by the Company.
- 5.2. The Total Consideration shall be paid in installments to the Company from time to time in the manner more particularly described in Annexure 2 hereto, time being of the essence. The Purchaser acknowledges that the 'Construction Progress Linked Payment Plan' offers several advantages to the Purchaser, including that the installment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed. This significantly reduces the risk of the Purchaser as compared to the 'Time Linked Payment Plan' option and the Purchaser has entered into this Agreement after taking into account the advantages and risks of the 'Construction Progress Linked Payment Plan'. The Company has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser:-

shall make payment of the installments as stated in Annexure "2" hereto, without any delay or demur for any reason whatsoever and shall observe all the covenants, obligations and restrictions stated in this Agreement and

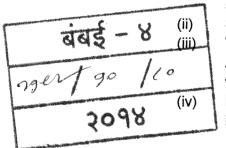
Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this agreement by the Purchaser.

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

**Firstly** towards any cheque bounce charges in case of dishonour of cheque or any other administrative expense incurred by us towards your booking (do note that such expenses will also attract service tax w.e.f 1st July, 2012)

**Secondly**, towards interest as on date of delayed payments **Thirdly**, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and taxes payable in respect of the Unit;

**Fourthly,** towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement



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

### 6. CONSTRUCTION AND DEVELOPMENT

- 6.1 The Company shall, subject to the terms hereof, construct the Building in accordance with the approvals and/or plans, designs and specifications and amendments thereto as approved by the concerned local authority. The Purchaser is aware that while the Company has obtained some of the Approvals certain other Approvals are awaited. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard. Without prejudice to the aforesaid, the Purchaser hereby confirms that the Company shall be entitled to amend and modify the plans of the Project, the Buildings, the Building or the Unit, provided that such amendment/modification shall not result in reduction in the carpet area of the Unit. It is clarified that in the event, the final carpet area of the Unit is more than the Carpet Area agreed to be provided hereunder, the Purchaser agrees and undertakes to pay additional consideration to the Company for such excess area on pro rata basis, based on the Total Consideration stated in clause 5 thereinabove (S)
- The Company reserves to itself, without any demur or objection of the Purchaser, the right to lay out further additional construction on the said Property. The Purchaser is aware that the Company is developing and constructing the Buildings on the said Property and may construct further upper floors on the Building and/or the Buildings on the said Property, as aforesaid, by using the available and/or acquired FSI/TDR/any other available means of development. The Purchaser hereby accords his unconditional and irrevocable consent to the Company for the construction of the Buildings and additional upper floors on the Building. The Purchaser has no objection and undertakes not to raise any objection and the rights of the Purchaser to make any such claims and the rights if any in this regard are and shall be deemed to have been waived.
  - The Company, if permitted by the appropriate authorities, reserves to itself the right to transfer the construction permissible on the said Property or transfer to the said Property for construction permissible on any other property and lay out such construction accordingly at any time. The Purchaser hereby accords his irrevocable consent to the same and undertakes not to raise any objection to such construction by Company and waives his rights to raise such objection or make any claims in that regard.

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

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or otherwise the remaining work in respect of the Building and/or the Property even if the same causes any nuisance and annoyance to the Purchaser.

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

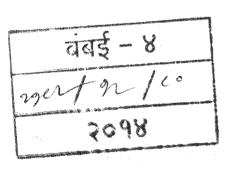
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## 7. SECURITIZATION OF THE TOTAL CONSIDERATION

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



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



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Offer of Possession (for Fit Outs) payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

- 8.2 The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and/or such Banks/Financial Institutions. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organization/Federation about the lien/charge of such Banks/Financial Institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.
- 8.3 The Purchaser shall indemnify and keep indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Unit.

### 9. CAR PARKING

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

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## 10. REGISTRATION

It shall be the responsibility of the Purchaser to immediately after the execution of this Agreement, at his own cost and expense, lodge the same for the registration with the Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Company the serial number under

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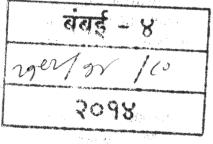
which the same is lodged so as to enable the representative of the Company to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Company may extend assistance/cooperation for the registration of this agreement, at the cost and expense of the Purchaser. However, the Company shall not be responsible or liable for any delay or default in such registration.

# 11. FIT OUTS AND POSSESSION

- 11.1 Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Company shall endeavor to provide the Unit to the Purchaser for fit outs on or before the date as set out in **Annexure** "2" hereto. The Company shall endeavor to make all necessary submissions to obtain the occupation certificate in respect of the Unit of the Building and make available the key Common Areas and Amenities in respect of the Building within a period of 1 (One) year from the Date of Offer of Possession (for Fit Outs) as set out in **Annexure** "2" hereto and this shall be deemed to be the final possession of the Unit.
- The Company shall without being liable to the Purchaser, be entitled to a grace period of 1 (One) year beyond the aforesaid dates mentioned in the Clause 11.1. The date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation) shall be deemed to be the "Date of Offer of Possession".



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



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thereof till repayment. The first monthly installment shall commence from the 13th month of the date of receipt of the said letter of termination and ending on the 24th month thereof.

- 11.4 Due to regulatory and/or legal reasons, wing in which the unit is located is cancelled or construction activity in the said wing has to be stopped for a period exceeding 6 months: Notwithstanding the provisions hereof, in such circumstances, either Party may, by giving notice in writing to the other, elect to terminate this Agreement. Provided that such right to terminate shall be exercised within 90 (Ninety) days of the Company intimating to the Purchaser the existence of the situation aforesaid. In the event of such termination, the Company shall be liable to refund to the Purchaser the Total Consideration or part thereof paid by the Purchaser in respect of the Unit in 12 (twelve) equal monthly installments through post dated cheques together with simple interest thereon at 12% per annum from the date of receipt of the Total Consideration or part thereof by the Company till the date of repayment. The first of such installment shall commence from the 13th month from the date of letter of termination till the 24th month thereof. In the event neither Party terminates this Agreement under this clause within the said period of 90 (Ninety) days, the Parties shall, without being liable to the other, be deemed to have agreed to continue with the Agreement and waived their right to terminate this Agreement except that the date of offer of possession of the Unit shall stand extended by the period during which the reasons aforesaid continue to exist.
- 11.5 Notwithstanding the provisions hereof, the Company shall without being liable to the Purchaser be entitled to reasonable extension of time for making available the Unit for fit out or completion of said Building beyond the aforesaid dates mentioned in Clause 11, if the same is delayed for reasons beyond the control of the Company including on account of:-
  - (i) Non-availability of steel, cement, other building material, water or electric supply, or
  - (ii) Labour problems, shortage of water supply or electric power or by reason of any act of God, or

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

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

11.6 The Purchaser shall take the Unit within 15 (fifteen) days of the Company giving written notice to the Purchaser intimating that the Unit is ready for fit out. In the event the Purchaser fails and for neglects to take the Unit within the said period, the Purchaser shall in addition to

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the CAM Charges, be liable to pay to Company compensation calculated at the rate of Rs. 10/- per sq. ft of the carpet area per month or part thereof from the Date of Offer of Possession (for Fit-Outs) till such time the Purchaser takes the Unit. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken the Unit from the expiry of the 15<sup>th</sup> day of the date of the said written notice. The Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Unit from the expiry of 15 (fifteen) days from the Date of Notice of Possession (for Fit Outs).

# 12. **DEFECT LIABILITY**

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

# 13. **SET OFF / ADJUSTMENT**

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

# 14. ULTIMATE ORGANIZATION

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

The Purchaser hereto agrees and confirms that the Unit is situated in the Project Land and that the Project Land shall be conveyed to the Federation of Ultimate Organization (s) (if applicable)/ Ultimate Organization (if Federation is not applicable). Such conveyance shall be executed at anytime after the operations of the Building are taken over by the Ultimate Organization and upon request of the Federation of Ultimate Organization (s) (if applicable)/Ultimate Organization (if Federation is not applicable) to such effect, and subject to the entire consideration and all

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outstanding dues being paid by each of the unit purchasers who has purchased a unit in the said Building. Any conveyance executed prior to the completion of the entire development on the said Property shall only be in relation to the structure of the Building along with the FSI consumed in such Building and subject to the right of the Company to dispose off any unsold flats,, if any and receipt of the entire consideration amount and outstanding dues from the flat purchasers consume entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of the government or local authority on the said Property and to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise. It is understood that there may be portions of the said Property which do not form part of the Project Land and such portion(s) of the said Property beyond the Project Land may be used for any purpose as permitted in the regulations/law by the Company and the Federation/Ultimate Organization shall have no claim or control over the same.

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

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

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

1.6 The Company hereby agrees that they shall before execution of a Deed of Conveyance in favour of the Federation, as contemplated herein, make full and true disclosure of the nature of the title to the said Property as well as encumbrances and/or claims, if any in/over the said Property. The Company shall, as far as practicable, ensure that upon such conveyance

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of the said Property in favour of the Federation, is as far as practicable free from encumbrances. The Federation shall bear and pay all out of pocket expenses including stamp duty and registration charges, if any and the professional fees of the advocates engaged for the aforesaid purpose.

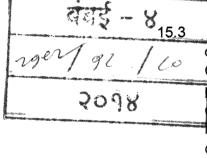
# 15. **FACILITY MANAGEMENT COMPANY**

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

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

- i. Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 30 (thirty) years
  - Upon formation of the Ultimate Organization, the Ultimate Organization shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.

The Company shall be entitled to first recover the cost of inter alia fitouts, furnishings and equipment provided by the Company for such FSI Free Constructed Spaces, along with interest thereon @ 12% p.a. (calculated from date of investment till the date of repayment) from the profit share/revenue share/rent payable by the third parties/operators. Any amount from the profit share/revenue share/rent payable by the third parties/operators in excess of this



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- shall be paid to the Ultimate Organization only and the Company shall not have any right in such amount.
- iv. Any external members of such facility(ies) shall abide by the security, dress and behavorial guidelines that would apply to the residents of the Building.
- 15.4. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Company does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/non performance or otherwise of these services provided by the respective service providers/FMC.

# 16. <u>COMMON AREAS AND AMENITIES, RESTRICTED AREAS AND AMENITIES AND CLUB</u>

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

# 16.2 Restricted Areas and Amenities

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

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service/user fees the amount as set in **Annexure "2"** hereto in respect of the "Club" for a period of 18 months from the month the services of the Club are made available to the purchasers of the units in the Building. It is clarified that certain facilities shall have usage charges in addition to the said club membership charges and same shall be payable on or before the Date of Offer of Possession (for fit outs)., as specified by the Company, along with applicable taxes. The membership to the Club shall be renewal on such the terms, conditions and charges may be imposed by the Operator of the Club. The Purchaser is aware and agrees that the Club may be ready for use upto 12 month after Date of Offer of Possession and opening of the club, the Purchaser shall be entitled to 10% discount/credit on the Federation CAM charges.

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

# 17. CHARGES, PROPERTY TAXES AND EXPENSES

# 17.1 SOCIETY AND OTHER CHARGES

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

# 17.2 **CAM CHARGES**

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

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

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

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

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

- 17.2.5. The Purchaser is aware that the CAM charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors (currently estimated @ 7.5%-10% p.a.). Further, these charges are subject to the revision every 12 months after the Date of offer of Possession (fit outs) by 7.5%-10% p.a. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the FMC.
- 17.2.6. The Purchaser undertakes to make payment of the estimated CAM charges for the first 18 (eighteen) months & estimated Federation CAM charges for the first 30 months within 30 (thirty) days from the date of offer of the Unit for Fit Outs.
- 17.2.7. In addition to the aforesaid Building CAM Charges the Purchaser shall pay Federation CAM charges, at the rate set out in Annexure "2" per month i.e. for maintenance of those areas within the larger development which physically fall outside the notional boundary of the relevant Ultimate Organization (or equivalent) and/or for those services which are largely shared between different Ultimate Organization/s (or equivalent) forming part of the larger development. The Purchaser shall be obliged to pay the same on/before the 1st day of each quarter. Any delayed payment of the said amount shall carry interest at 18% p.a. quarterly compounded.

17.2.8.

The Federation CAM Charges shall be payable from the CAM Commencement Date. The Federation CAM Charges shall continue to be payable by the Ultimate Organization/Condominium/Management Company to the Federation, quarterly in advance, even after the management of the building(s) is taken over by such entity. The right to set the Federation CAM Charges rests solely with the Federation (and with the Company till such time that the Federation takes over) and is expected to increase at 7.5%/\_per annum from the aforesaid estimate.

# 17.3 PROPERTY TAXES

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

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

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

# 17.4. BUILDING PROTECTION DEPOSIT

- 17.4.1 The Purchaser shall within 15 (fifteen) days from the date of offer of the Unit for fit outs, pay to the Company, the Building Protection Deposit set out in Annexure 2 hereto.
- 17.4.2 The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out work by the Purchaser and subject to the possession policy and permissible changes policy of the Company. In the event that the Purchaser violates/fails to comply with the possession policy and permissible changes policy of the Company/FMC, then the Purchaser undertakes to rectify/restore the Unit within 15 (fifteen) days at his costs, expenses and risk. In the event that the Purchaser fails to rectify/restore the Unit within the time period stated hereinabove, the Company /FMC shall be entitled to rectify/restore the Unit at the costs and risk of the Purchaser. The costs and expenses incurred by the Company /FMC in this regard shall be recovered from the Building Protection Deposit. The Company /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment etc. The Purchaser hereto provides unconditional, and irrevocable consent to the hmpany to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his/her/its rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company /FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Purchaser refrains from paying the extra amount, the same shall be adjusted from the CAM charges duly paid by the Purchaser and shall be

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reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organization, at the time same is formed.

- 17.4.3 The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives/nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the customer are in adherence to permissible changes policy then the Building Protection Deposit will be returned.
- 17.4.4 In the event the of any violations are observed by the Company's representatives/nominees then same will be intimated to the Purchaser and the Purchaser shall get the same rectified within 30 (thirty) days from the date of at the said intimation at his / her/its cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard these costs, shall be recovered from the Building Protection Deposit.
- 17.4.5 Notwithstanding anything contained herein, in case of cheque being dishonoured, an extra penalty of 36% per annum on the amount of Building Protection Deposit will be payable by the Purchaser.

## 17.5 LAND/PROPERTY REIMBURSEMENT TAX

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

# 17.6. MMRDA FEES AND CHARGES

17.6.1 The Purchaser shall prior to the execution of the Agreement for Sale pay the fees and charges payable to MMRDA in the manner set out herein and in the Annexure 2.

17.6.2. The Purchaser is aware that the fees and charges set out in Annexure 2 hereto are provisional and subject to the revision by MMRDA. On determination, the Purchaser undertakes to give the Builder/Developer the demand drafts for such amounts as are demanded and payable to MMRDA.

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

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

# 18. TAXES AND LEVIES

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

# 19. **INTEREST**

The Purchaser agrees to pay to the Company interest at 18 percent per annum, quarterly compounded, on all the amounts including the Total Consideration or any part thereof, which become due and payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company, till the date of realization of such payment. The Purchaser confirms that the payment of interest by the Purchaser shall be without prejudice to the rights and remedies of the Company and shall not constitute a waiver by the Company, unless specifically provided by the Company in writing The Purchaser confirms and accepts that the rate of interest prescribed in the Agreement is just and reasonable having regard to the huge costs involved in the procurement of the rights in respect of the Property, the development of the Property, the cost of the funds at which lenders generally provide funding to developers and/or the loss or damage likely to be caused on account of default/delay in payment of the amounts by the Purchaser hereunder. The Purchaser also confirms and agrees that the rate of interest payable by the Company upon refund of the Total Consideration or part thereof under Clauses 11 is just and proper having regard to the rate of interest at which the loans are made available by the Bank and Home Finance Companies to the individual purchasers for purchase of the units and the Purchaser waives his right to raise any objection or make claims to the contrary, in that regard.

PURCHASER'S COVENANTS

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

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

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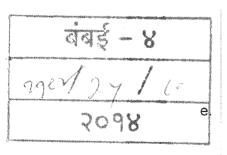
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b. The Building name shall not be changed at any time by the Purchaser or the Ultimate Organization without the prior written consent of the Company.

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

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

Not to store in the Unit any goods which are of hazardous, combustible or of dangerous nature so as to damage the construction or structure of the Building in which the Unit is situated or storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the Unit is situated, including entrances of the Building in which the Unit is situated and in case any damage is caused to the Building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.



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- f. To carry at his own cost, all internal repairs and maintain the Unit in the same condition, state and order in which it was delivered by the Company to the Purchaser and shall not do or suffer to be done anything in or to the Building in which the Unit is situated which may be given as per the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.
- g. Not to carry out any additions or alterations in the Unit and/or Building which affect the structure, façade and/or services of the units/wing (including but not limited to not making any change or to alter the windows and/or grills provided by the Company) and the Company shall not be responsible, if additions and alterations are done in the Unit and/or the Building by the Purchaser (or any agent thereto), in violation of building regulations.
- h. Not to make any changes to the common area/lobby and structural changes in the Building. The Purchaser shall not relocate brick walls onto any location which does not have a beam to support the brick wall. The Purchaser shall not change the location of the plumbing or electrical lines (except internal extensions). Further, the Purchaser shall not change the location of the wet/waterproofed areas. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company as amended from time to time.
- i. Not to demolish or cause to be demolished the Unit or any part thereof, nor at any time make or cause to be made any structural addition or alteration of whatever nature in or to the Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains pipes in the Unit and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the building in which the Unit is situated and shall not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior written permission of the Company and/or the Ultimate Organization.

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

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

Ensure and cause the Ultimate Organization that the Building is painted once every 5 years and kept in good and proper condition. Not to put any wire, pipe, grill, plant, outside the Unit and not to dry any clothes and not to put any articles outside the Unit or the windows of the Unit.

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The Purchaser is aware that the Company is/may be required to inter alia merge, acquire, restructure, initiate winding up proceedings and/or take any action with regard to its corporate affairs, in which case all the affairs, business, assets and liabilities of the Company will vest in its holding company viz. Proficient Buidwell Private Limited. The Purchaser hereby accords his unconditional and irrevocable consent to the Company to undertake such aforementioned actions provided however that the rights of the Purchaser with respect to such Unit shall not be affected. The Purchaser has no objection and undertakes not to raise any objection and the rights of the Purchaser to make any such claims and the rights if any in this regard shall be deemed to have been waived.

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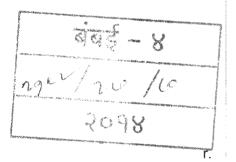
The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis).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

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

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



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

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

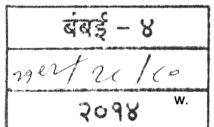
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- t. To clear and pay increase in local taxes, development charges, water charges, insurance and such other taxes, fees, levies, if any, which are imposed by the concerned local authority and / or government and / or other public authority, on account of change of user of the Unit by the Purchaser viz user for any purposes other than for residential or otherwise.
- u. The Purchaser acknowledges that as on the Date of Offer of Possession (for fit outs), works in the Unit shall be complete and the Unit shall have regular water and electricity supply, as well as lift access. There may be certain works which may be ongoing in the Building/development/Property at such time but all due care shall be taken to ensure that the fit outs of the Unit are not affected in any manner by such works. It is clarified that the Offer of Possession (for fit outs) entitles the Purchaser to carry on interior and other related works in the Unit but does not entitle the said Unit to be occupied till such time that the Occupation Certificate is received in relation to the said Unit.
  - The Purchaser shall not sell, lease, let, sub-let, transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the unit till all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/transfer of the Unit after this time shall require written approval from the Ultimate Organization (and till such time that the Ultimate Organization is formed, of the Company) to ensure that the inherent nature of the society is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organization. Any document for sale/transfer/lease etc which is entered into without obtaining written approval of the Ultimate Organization (and till such time that the Ultimate Organization is formed, of the Company) shall not be valid and not binding on the Company.

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

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

Until a Deed of Conveyance in favour of the Ultimate Organization is executed and the entire project is declared by the Company as





completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Unit, Building and Buildings or any part thereof to view and examine the state and condition thereof.

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

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

Notwithstanding anything contained herein, the Purchaser is aware that the Application Money I and the Application Money II duly paid by the Purchaser at that time of application for allotment of the said Unit, is a guarantee/security for the due performance of his/her contractual obligations under this Agreement and the Company is entitled to forfeit the full or part of the said the Application Money I and the Application Money II in terms of this Agreement and the Purchaser has no objection to the same and it waives its/his/her right to raise any objection with respect to the same.

The Purchaser is aware that for buildings where construction has commenced and/or completed, all construction related

dues need to be completed as demanded by the Company, and the Purchaser has no objection to the same and it waives its/his/her right to raise any objection with respect to the same. is agreed that in the event that the Federation or Ultimate

Organizations (if applicable) and Ultimate Organization (if no Federation is applicable) has been formed but there is/are unit/s in the Building that are not sold by the Company, till such time that such unsold unit/s is/are sold/leased, the property tax for such unsold units shall be payable by the Company as charged by the competent authorities and the common area maintenance charges shall be payable by the Company for such unsold units from the date of handover of the Ultimate Organization by the Company. It is hereby agreed by the Purchaser (and the Purchaser shall cause the Ultimate Organization/Federation to agree and ratify) that the Company shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold units without any consent/no-objection of any nature from the Ultimate regard in this whatsoever Organization/Federation and such purchaser of such unsold unit/s shall be and shall deemed to be a member of the Ultimate Organization/Federation. The Purchaser hereby agrees that it shall forthwith admit such flat purchasers of the Builder/Promoter as their purchasers and/or shareholders and shall forthwith issue share certificates and other necessary documents in their favour,

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without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the common areas, amenities and facilities at par with any other member of the Ultimate Organization/Federation.

- ee. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organization/Federation, the Company shall earmark certain parking spaces for use by such unsold flats and the Purchaser hereby agrees and shall cause the Ultimate Organization/Federation to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold flats.
- ff. The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, clubhouse (if applicable), temple (if applicable) are maintained to the highest standards with regular cleaning and maintenance. Refurnishing / major overhaul to be done every 5 years, starting from Date of offer for Possession (for fitouts).
- gg. The Purchaser confirms that the Purchaser has chosen to invest in the said Unit after exploring all other options of similar properties available with other developers and available in re-sale in the vast and competitive market in the vicinity and the Purchaser confirms that the said unit/development is suitable for the Applicant and therefore has voluntarily approached the Company for allotment of the said Unit in the development.
- hh. The Purchaser shall not make or permit to be made any alterations/additions to the façade of the Building/wing and/or the structural elements of the Building/wing.
- ii. In order to have adequate funds to meet these obligations, the Purchaser undertakes to pay and the Ultimate Organization/Federation shall collect a sum equivalent to minimum 10% of the monthly maintenance charges (excluding government levies) as 'sinking fund' from purchaser/member and the same shall be kept in a separate account which shall be used for undertaking major capital and/or renovation expenses related to the Building and its key common areas.

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

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

21.1 If the customer is in default of any of his/her/its obligations under this agreement, including (but not limited to) making payment of all due amounts as per schedule stated in Annexure 2 (and interest thereon, if any) within 15 days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue notice to the Purchaser of such default and the Purchaser shall be provided with a further period of 15 days from the

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date of such notice to cure the said default. In the event that the Purchaser fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this agreement by sending a termination letter by Regd AD/Speed Post. On such termination, the following shall apply:

- (a) The allotment/booking/agreement for the said unit(s) shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the said unit(s), save and except the right to receive refund of amounts as per b. below.
- (b) All amounts paid to the Company by the Purchaser (excluding interest) shall be refunded, after deducting an amount equal to 10% of the value of the consideration for the unit(s) + applicable government levies thereon (if any). The said refund shall be made through Post-dated cheques (PDCs) in 12 equal monthly installments. The first such installment shall commence from the 13th month of the date of the letter of termination till the 24th month thereof. The Purchaser can collect the said cheques at any time from the Company after giving notice by email / letter of atleast 3 working days.

# 22. MISCELLANEOUS

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

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

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# **DISPUTE RESOLUTION AND GOVERNING LAW**

23.1

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



If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under sub clause 24.1 above, then the dispute shall be referred to Arbitration. Arbitration shall be conducted in Mumbai, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language. The Arbitration shall be conducted by a Sole Arbitrator who shall be appointed by the Company.

23.3 The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The Award may include costs, including



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reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.

- 23.4 This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.
- 23.5 This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

# 24. **SEVERABILITY**

- 24.1 If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provisions of this Agreement or the legality, validity or enforceability under the law and all other provisions of the Agreement shall survive.
- 24.2 The Parties shall negotiate in good faith to replace such unenforceable provision so as to give effect nearest the provision being replaced, and that preserves the party's commercial interests under this Agreement.

# 25. WAIVER

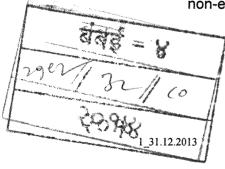
Any delay tolerated or indulgence shown by the Company in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Purchaser by the Company shall not be construed as waiver on the part of the Company of any breach or non-compliance of any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

# 26. **ENTIRE AGREEMENT**

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

# CORRESPONDENCE

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



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# 28. CONFIDENTIALITY

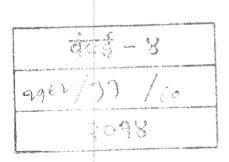
- 28.1 The Purchaser hereto agree that all the information, documents etc exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("Confidential Information") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Company. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Purchaser and shall always be in full force and effect.
- 28.2 The Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Company.
- 28.3 Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:
  - a) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or
  - b) such disclosure is required in connection with any litigation; or
  - c) such information has entered the public domain other than by a breach of the Agreement.

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

# SCHEDULE OF PROPERTY

At New Cuffe Parade, Mumbai 400 022

Block-C
(C1-Zone)
92,600 sq. mtr.
65 years





gr.



**SIGNED AND DELIVERED** 

BY the withinnamed

LODHA CROWN BUILDMART PRIVATE LIMITED)

Mr. Surendran Nair (POA)

The Company abovenamed Is hereunto affixed pursuant to

through the hands of its Authorised Signatory on 07 day of 2014

In the presence of:

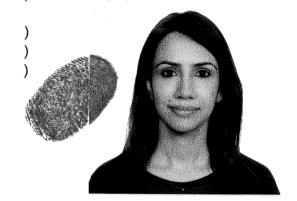


By the within named Purchaser

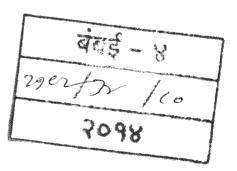
MR. SHARZIMA IMTIAZ MUKHRI

In the presence of:

)







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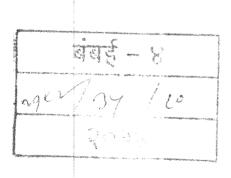
RECEIVED on the day a	nd year first	)
Hereinabove written of a	nd from the	)
Withinnamed Purchaser	the sum of	)
Rs.32,06,879/- (Rupees	Thirty Two	)
Lakhs Six Thousand Ei	ght Hundred	)
Seventy Nine Only)		)
Being the amount to be p	aid by the	)
Purchaser on execution	of these	)
Presents by Cheque No.	NEFT, 627276,	)
627291, 107892		)
Dated 27.03.2014, 21.04	.2014, 22.04.2014,	)
23.04.2014, 11.05.2014,	06.02.2014	)
Drawn on STATE BANK	OF BIKANER &	)
JAIPUR AND HDFC BA	NK	)
MIIMBAL Branch		)

Rs.32,06,879/-

WE SAY RECEIVED

FOR LODHA CROWN BUILDMART PRIVATE LIMITED

AUTHORISED SIGNATORY





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# **ANNEXURE - 1**

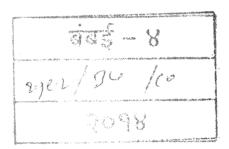
- A. By a Government Notification No. TPB-4305/CR-318/05/UD-II, dated 3<sup>rd</sup> December 2005 ('Government Notification') the Government of Maharashtra had appointed the Mumbai Metropolitan Region Development Authority ('MMRDA') as a Special Planning Authority (SPA) to develop the larger land admeasuring 115 Hectares or thereabouts ("Larger Property") in exercise of its powers under Section 40(1)(c) of the Maharashtra Regional Town Planning Act, 1966.
- B. By virtue of the said Government Notification, MMRDA is absolutely seized and possessed of or otherwise well and sufficiently entitled to dispose of the said Larger Property or any part thereof.
- C. MMRDA desired to dispose off a portion of the said Larger Property being plot of land bearing No. C-1 Zone in "Block-C" of Wadala Truck Terminal Notified Area situated and lying in Cadastral survey No 8 of village Salt Pan, Mumbai City District of Mumbai and admeasuring 92,600 sq. mtrs. more particularly described in the Schedule hereunder written ("Property").
- D. MMRDA for the purpose of disposing of the said Property invited tenders/bids by public advertisement dated 3<sup>rd</sup> March 2010.("Tender")
- E. The Builder/Developer participated in the said Tender process by filing the requisite bid documents on 25<sup>th</sup> May 2010.
- F. The bid/tender of the Builder/Developer was approved by MMRDA in its 127<sup>th</sup> Meeting held on 26<sup>th</sup> August 2010.
- G. By a Letter bearing No MMRDA/T&C/WTT/01/2010 dated 22<sup>nd</sup> November 2010 ("Allotment Letter"), MMRDA inter alia alloted to the Builder/Developer the said Property on a lease hold basis for the period of 65 years subject to terms and conditions set out therein.
- H. By its Letter dated 24<sup>th</sup> November 2010, the Builder/Developer accepted the Allotment Letter of MMRDA.

By an Agreement to Lease dated 1<sup>st</sup> August, 2011 executed between MMRDA of the one part and Builder/Developer of the Other part, the said MMRDA granted license and authority to the Builder/Developer to enter upon the said Property to carry out development of the same by erecting building/s thereon and further agreed to grant lease of the said Property for the term of 65 years on terms, covenants and conditions set out therein.

In relation to the Building, by Deed of Mortgage dated 4<sup>TH</sup> December 2012, registered with Joint Sub-Registrar of Assurances, the Company, Lodha Crown Buildmart Private Limited has inter alia created alia created an exclusive pari passu charge on the said Building Lodha Enchante in favour of LIC Housing Finance Limited.

In relation to the Property:

- I. By Deed of Mortgage dated 01st February, 2012, registered with Joint Sub-Registrar of Assurances Mumbai II, under serial No. BBE-2-00714-2012, the Company and the Lodha Dwellers Private Limited has inter alia created alia created a first pari passu charge on the said Property in favour of the HDFC (Housing Development Finance Corporation Limited) for inter alia securing the repayment of the loan on the terms and conditions stated therein.
- II. By Deed of Mortgage dated 04th December, 2012, registered with the Joint Sub-Registrar of Assurances, Mumbai-2, under serial number BBE5-648-2012, the Company has inter alia created a first pari passu charge on the said Property in favour of the LIC Housing Finance Limited.





# ANNEXURE - 2

(I) <u>Customer Id</u> : 1402326

(II) Unit

(i) Unit : A-1302 (ii) Floor : 13th

(iii) Type of Unit : 1 BHK TYPE A (iv) Carpet Area : 463 sq. ft.

(v) Car Parking Spaces : 1(ONE)

(III) Building : LODHA ENCHANTE

(IV) Total Consideration is Rs.161,14,968/-

# (V) Payment Schedule

Payment Schedule				
Earnest money	Rs. 6,30,000/-			
Application Money I	Rs. 9,81,497/-			
Application Money II	Rs. 15,95,382/-			
On Initiation of Plinth	Rs. 8,05,748/-			
On Initiation of Footing	Rs. 16,27,612/-			
On Initiation of Capping Beam	Rs. 16,11,497/-			
On Initiation of RCC work for Level 1	Rs. 8,05,748/-			
On Initiation of RCC work for Level 8	Rs. 8,05,748/-			
On Initiation of RCC work for Level 15	Rs. 8,05,748/-			
Partition Walls	Rs. 8,05,748/-			
On Initiation of RCC work for Level 22	Rs. 8,05,748/-			
On Initiation of RCC work for Level 29	Rs. 8,05,748/-			
On Initiation of RCC work for Level 36	Rs. 8,05,748/-			
On Initiation of RCC work for Level 43	Rs. 8,05,748/-			
On Initiation of RCC work for Level 50	Rs. 8,05,748/-			
External Painting	Rs. 8,05,748/-			
Fit-out possession	Rs. 8,05,752/-			

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

(VI) Date of offer of possession (for Fit-Outs): 30th June 2016

SWAN TOWERS, A - WING, 701, VERSOVA YARI ROAD,

MUMBAI - 400061

Address of Purchaser for Notices:

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direction.

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- (VIII) ADDITIONAL CHARGES (Payable on or before the Date of Offer of Possession (for Fit Outs)\*:
- (I) Payment towards cost of shares in the Ultimate Organization which shall be specified and payable on or before the Fit Out Date.
- (II) Rs.25,000/- (Rupees Twenty Five Thousand only) towards Legal Charges.
- (III) Rs.59,000/- (Rupees Fifty Nine Thousand only) towards utility connection & distribution expenses i.e. towards electric connection, water connection, transformer, cable laying, pipe gas connection charges and other related charges.
- (IV) Rs.8,40,000/- (Rupees Eight Lakhs Forty Thousand Only) towards Club Membership Charges. The number members covered under the same shall be as under:

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

<sup>\*</sup>MVAT and Service Tax will be extra as applicable

- (IX) CHARGES LINKED TO SOCIETY & MAINTENANCE:
- (1) Rs.25,000/- (Rupees Twenty Five Thousand only) towards formation and registration of the Ultimate Organization.
- (2) Rs.1,00,008/- (Rupees One Lakh Eight Only) towards provisional Building CAM Charges @ Rs. 12/- per sq. ft. of carpet area of the unit, for the period of 18 months from the intimation of Date of offer of Possession (for fit outs).
- (3) Rs.37,503/- (Rupees Thirty Seven Thousand Five Hundred Three Only) towards provisional Federation CAM Charges @ Rs. 2.70/- per sq. ft. of carpet area of the unit, for the period of 30 months from the intimation of Date of offer of Possession (for fit outs).

π. of carpet area of the unit, for the period of 30 horiting instruction of Date of offer of Possession (for fit outs).

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

Rs. 44,058/- (Rupees Forty Four Thousand Fifty Eight Only) towards provisional Property Tax in respect of the Unit for a period of 18 months.

from the Date of offer of Possession (for fit outs).

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# (XI) BUILDING PROTECTION AMOUNT:

Undated cheque of Rs.1,00,000/- (Rupees One Lakh Only) towards Building Protection Amount, which shall be returned subject to compliance with the terms of of this Agreement.

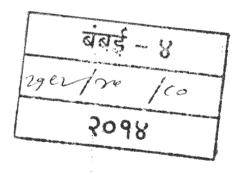
# (XII) LAND/PROPERTY REIMBURSEMENT TAX (Payable on or before the Date of Offer of Possession (for Fit Outs):

Rs.20,664/- (Rupees Twenty Thousand Six Hundred Sixty Four Only) towards the land/property reimbursement charges for the period of start of construction till the Date of Offer of Possession (for Fit outs)

# (XIII) FEES AND CHARGES TO MMRDA (Payable on demand) :

- (1) Rs.25,000/- towards MMRDA processing fee (undated cheque favouring MMRDA Fund) for consent for sale
- (2) Rs.25,000/- towards MMRDA processing fee (undated cheque favouring MMRDA Fund) for consent for mortgage
- (3) 10% of stamp duty on the Agreement for Sale towards MMRDA charges for grant of consent of sale of Unit (undated cheque favouring MMRDA Fund)
- (4) 10% of stamp duty on Deed of Mortgage (to be executed/executed between Purchaser and Banks / Financial Institutions) towards MMRDA charges for grant of consent of mortgage of Unit (undated cheque favouring MMRDA Fund)





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# ANNEXURE - 3: COMMON AREAS AND AMENITIES

# Key amenities

#### Interiors

- · Imported marble flooring in living/dining, Puja and passage
- · Bamboo/wooden flooring for all bedrooms\*\*
- · Air-conditioned homes (kitchen, store, toilets, decks & service areas excluded) with split AC's
- · Walk-in wardrobe in master bedroom##
- · Grohe/Duravit@ bath fittings
- · Hi-end fitted kitchens
- · Motion sensors for automated lighting in bathrooms
- · Multi-level security with swipe card access, video door phone, CCTV monitoring of key common areas, Gas detector in kitchen and emergency alarm in homes and controlled access to parking areas
- · Provision for Cable, Telephone and internet connectivity

# On each floor:

· 4 hi-speed passenger elevators and one service elevator

# For Group of 4 Towers:

- · Grand entry and visitor drop-off
- · Luxurious entrance lobby with designer fitments
- · Personal members club with:
- o AC Gym
- o Indoor Games room (TT, Carrom, Chess, Cards etc.)
- o Lounge & library
- · swimming pool
- · Children's play area & Kids' pool

# Layout facilities

- · Ganesha Temple
- · Olympic size swimming pool.
- · Cricket ground with pitch
- · Tennis court
- · Squash court
- · Multi-purpose Court, Golf putting green
- · Amphitheatre
- · Social and meeting spaces / cabanas / seating
- · Covered parking
- @ Or equivalent brand
- \* Select Residences only
- #2.5 and 3 BHK only

## Only in 3 BHK

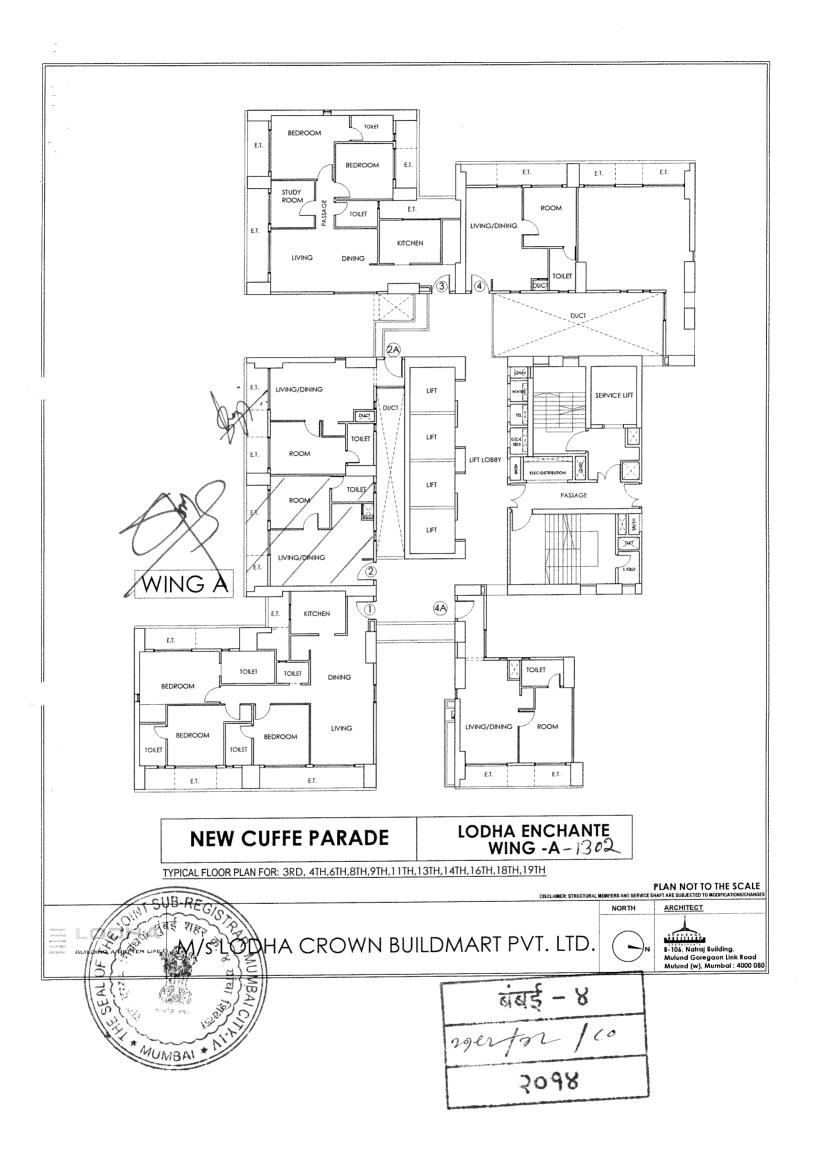
\*\*except for 1 BHK. Imported marble to continue for bedroom.

All brands stated above are subject to change with equivalent brands, at sole discretion of the Project Architects.









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# MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY मुंबई महानगर प्रदेश विकास प्राधिकरण

No.T&C/WTT/Block-C/CC/VOL-III/ 11 /2014

Date: 12, /02/2014

To, The Executive Engineer, Bldg. Proposals-City-I, BMC Office, E-Ward, Byculla, Mumbai – 400 008.

Sub: Issuance of amended Commencement Certificate up to plinth level for proposed Residential building No. A1, A2, D7, D8, E9, E10, F11, G12, Commercial building and Commencement Certificate above plinth level for Residential building No. B3 up to 43 upper floors, B4, C5 and C6 up to 45 upper floors on plot no. Block-C of Wadala Truck Terminal (WTT) for M/s. Lodha Crown Build mart Pvt. Ltd.

Ref: MMRDA's Commencement Certificated no. T&C/WTT/Block-C/CC/VOL-III/80/2011, dt. 08/03/2013.

Sir,

MMRDA is the Special Planning Authority for Wadala Truck Terminal Notified Area. The amended Residential and Commercial Building proposal has been received from Architect M/s.Spaceage Consultants for the proposed development of 07 residential buildings consisting of 12 wings and 01 commercial building with total permissible built up area of 4,95,000 sq.mt. on plot no. Block- C at Wadala Truck Terminal for M/s. Lodha Crown Buildmart Pvt.Ltd. The Metropolitan Commissioner, MMRDA has approved the proposal in

The	e Comm	encement Certificate is hereby	granted for proposed dev	relopment up to	olinth
Building No.	Wing No.	Storey/floors	Commencement certificate issued Up to	Proposed Built Up Area (sq.m.)	Total Height of proposed building (m)
Residential	1	4 level Basement + G+53	Plinth	-	169.30
Building A	2	4 level Basement + G+55	Plinth	-	167.65
Residential Building D	7	4 level Basement +Part stilt Part G+55	Plinth	•	167.67
	8	4 level Basement +Part stilt Part G+55	Plinth	*	167.67
Residential Building E	9	4 level Basement + Part stilt Part G+55	Plinth	-	167.67
	10	4 level Basement + Part stilt Part G+55	Plinth	*	167.67
Residential Building F	11	4 level Basement+ G+55	Plinth	-	171.70
Residential Building G	12	4 level Basement + G+55	Plinth	*	171.70
Commercial Building H	-	4 level Basement +G+41	Plinth	•	167.30
	Commen	cement Certificate is hereby gr	anted for proposed develop	ment above plint	h
Residential Building B	3	G+53	G+ 43 upper floors (up to 134.85 m)	38050.958	169.30
	4	G+55	G+45 upper floors (up to 136.45 m)	27626.843	167.65
Residential Building C	5	Part stit+part G+55	G+45 upper floors (up to 136.45 m)	28123.510	167.65
	6	Part stit+part G+55	G+45 upper floors (up to 136.45 m)	27542.425	167.65
		area (up to 43 upper floor of Building 4, Building C-Wing 5 and Building Cowing 5		1,21,343.736	***************************************

Bandra-Kurla Complex, Bandra (East), Mumbai - 400 051.

EPABX: 2659 0001 - 04 / 2659 4000 • FAX: 2659 1264 • WEB SITE: http://www.mmrda.maharashtra.gov.in



बंबई - ४ 29er/77 / (0 २०१४ In accordance to the policy enunciated in MMRDA's D.O.letter dt.30/01/2009 No. TCP (P-2)/BKC/Misc/296/102/2009 of MC, MMRDA addressed to Municipal Commissioner, MCGM the set of amended drawings (Drg. Nos. 1/138 to 138/138) representing Residential and Commercial building proposal for plot no. Block — C is approved by Metropolitan Commissioner, subject to the following conditions:-

- The applicant shall give all the Notice under the provisions of DCR's related to proposed development work to MMRDA.
- ii. All conditions mentioned in the CC issued under the No. T&C/WTT/Block-C/CC/VOL-III/ /2018-dt.13/02/29/5.shall be complied with.
- The applicant shall obtain Commencement Certificate above plinth from MMRDA as per the provisions of Development Control Regulations of WTT and Development Control Regulations, 1991 of MCGM which are applicable to Wadala Truck Terminal Area.
- iv. The applicant shall obtain all the NOC/Clearances relating to fire safety, water supply, sewerage/drainage etc from MCGM, wherever necessary and submit the same to MMRDA.

A copy of Commencement Certificate and a set of approved amended drawings for proposed 07 Residential Building & 01 Commercial Building issued by this office are enclosed herewith for your information.

Yours faithfully,

(PRK Murthy)

T & C Division.

Encl: 1) Commencement Certificate.

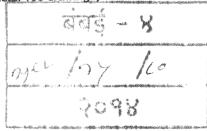
2) A set of amended drawings No. 1/138 to 138/138. (total 138 drawings)

Copy to:

M/s.Spaceage Consultants (Architect), Shop No.15, B-106, Natraj Building, Sristi Complex, Mulund – Link Road, Mulund (W), Mumbai- 400 080.

Copy without enclosures to:

M/s. Lodha Crown Buildmart Pvt.Ltd. Lodha Pavilion, Apollo Mills Compound, N.M.Joshi Marg, Mahalaxmi, Mumbai – 400 011.







# MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY महानगर प्रदेश विकास प्राधिकरण

No.T&C/WTT/Block-C/CC/VOL-III/ 10 /2014

Date: 12 02 2014

#### **COMMENCEMENT CERTIFICATE**

Permission is hereby granted under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No.XXXVII of 1966) to the applicant M/s. Lodha Crown Buildmart Pvt. Ltd. for the proposed Residential and Commercial development on Plot no. Block-C of Wadala Truck Terminal, Mumbai. The permissible built up area on this plot is 4,95,000.00 sq.m. The plinth area of proposed Residential and Commercial building together is 15334.89 sq.m. as depicted on amended drawing Nos: 1/138 to 138/138 (Total 138 amended drawings enclosed) up to plinth & above plinth level (as mentioned in table given below), on the following conditions:-

Building No.	Wing No.	Storey/floors	Commencement certificate issued Up to	Proposed Built Up Area (sq.m.)	Total Height of proposed building (m)
Residential	1	4 level Basement + G+53	Plinth		169.30
Building A	2	4 level Basement + G+55	Plinth	*	167.65
Residential Building D	7	4 level Basement +Part stilt Part G+55	Plinth	•	167.67
	8	4 level Basement +Part stilt Part G+55	Plinth	•	167.67
Residential 9 Building E	9	4 level Basement + Part stilt Part G+55	Plinth	*	167.67
	10	4 level Basement + Part stilt Part G+55	Plinth	•	167.67
Residential Building F	11	4 level Basement+ G+55	Plinth	***************************************	171.70
Residential Building G	12	4 level Basement + G+55	Plinth	•	171.70
Commercial Building H	-	4 level Basement +G+41	Plinth	*	167.30
	Cor	mmencement Certificate is hereby grante	d for proposed development	above plinth	-
Residential Building B	3	G+53	G+ 43 upper floors (up to 134,85 m)	38050.958	169.30
	4	G+55	G+45 upper floors (up to 136.45 m)	27626.843	167.65
Residential Building C	5	Part stit+part G+55	G+45 upper floors (up to 136.45 m)	28123.510	167.65
	6	Part stit+part G+55	G+45 upper floors	27542.425	167.65
otal proposed bu	ilt up area	a (up to 43 upper floor of Building B-Wing 3 C-Wing 5 and Building C-Wing 6)	3 and up to 45 floor of	1,21,343.736	

- 1. This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if
  - a) The development works in respect of which permission is granted under this certificate is not carried out or the user thereof is not in accordance with the sanctioned plans;
  - Any of the conditions subject to which the same is granted or any of the restriction imposed by the Metropolitan Commissioner of MMRDA is contravened or is not complied with;
  - c) The Metropolitan Commissioner of 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 section 43 or 45 of the Maharashtra Regional Town planning Act, 1966;
- This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed thereafter;

3/Ninis 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 Maharashtra Regional Town planning Act,

ववड The conditions of this certificate shall be binding not only on the applicant but also his/her successors, executors dministrators and assignees and every person deriving title through or under him;

29er Bandra-Kurla Complex, Bandra (East), Mumbai - 400 05

2659 4000 • FAX : 2659 1264 • WEB SITE : http://www.moroamombai.org

- 5. Any development carried out in contravention of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under section 53 or, as the case may be, section 54 of the M.R.& T.P. Act, 1966. The applicant and/or his agents in such cases may be proceeded against under section 52 of the said Act. To carry out an unauthorized development is treated as a cognizable offence and is punishable with imprisonment apart from the fine;
- This permission/ Commencement Certificate shall not entitle the applicant to build on land which is not in his ownership in any way;
- 7. It is necessary that a plinth checking with MMRDA shall be arranged with prior appointment;
- The applicant shall obtain Occupancy Certificate from MMRDA as per the provisions of Development Regulation, 1991 of MCGM which are applicable to Wadala Truck Terminal Area;
- The applicant shall obtain permissions under the provisions of other applicable statues, wherever necessary, prior to Commencement of the construction;
- 10. The applicant shall obtain an advance connection (not commissioned) for utilities and services before applying for grant of permission above plinth level as mentioned in the MCGM's letter No. Ch.Eng/817/SR/Roads, dt. 30/03/2007;
- 11. The applicant shall plant the required number of trees on the plot under reference as per the DCR and obtain the NOC from Tree Authority of MCGM before applying for grant of Occupation Certificate;
- 12. The applicant shall obtain the NOC's / clearances relating to fire safety, water supply, storm water drain, sewerage/ drainage, transport facilities and Chief Engg (M&E) etc. from MCGM and PWD wherever necessary and submit the same to MMRDA;
- 13. The provision in the proposal which are not confirming to applicable Development Control Regulations and other acts are deemed to be not approved;
- 14. The applicant shall comply the conditions of Agreement to Lease;
- 15. The applicant shall comply the condition mentioned in MCGM's letter No. CHE/27921/DP/Gen
- 16. The applicant shall obtain revised NOC from EE (T & C Div) of MCGM for layout of parking spaces and submit the same to MMRDA before applying for grant of any further approval as ensured by Architect in his letter dt. 13/01/2014;
- 17. The applicant shall obtain the NOC from Civil Aviation Authority and submit the same to MMRDA before applying for grant of Commencement Certificate above 136.946 m AGL as ensured by Architect in his letter dt. 13/01/2014;
- 18. The applicant shall obtain the revised NOC from CFO, MCGM for the amendment made in the drawings approved by CFO and submit the same to MMRDA before applying for grant of any further approval as ensured by Architect in his letter dt. 13/01/2014;
- 19. The applicant shall obtain the NOC from BEST for electric substation and electric meter rooms and submit the same to MMRDA before applying for grant of Occupancy Certificate as ensured by applicant undertaking dt. 02/08/2012 and Architect in his letter dt. 13/01/2014;
- 20. The applicant shall comply the conditions mentioned in EIA clearance issued by Environment Department dt. 05/09/2011 and 17/01/2013 and obtain the revised EIA Clearance for the amendment made in the earlier approved proposal and submit the same to MMRDA before applying for grant of approval above plinth of building F11 and G12 as ensured by Architect in his letter dt. 13/01/2014;
- 21. The applicant shall obtain the revised NOC from High Rise Committee for amendment made in drawings approved by High Rise Committee and submit the same to MMRDA before continuous. approved by High Rise Committee and submit the same to MMRDA before applying for grant of Commencement Certificate above plinth level as ensured by Architect in his letter dt. 13/01/2014;
  - The applicant shall comply the conditions mentioned in consent to establish issued by MPCB on 11/41/2011 and also obtain the revised consent to establish from MPCB for amendment made in earlier approved proposal and submit the same to MMRDA before applying for grant of any further approval as वर्ष एहरू Cansured by architect in his letter dt. 29/01/2013;
    - The applicant shall obtain the NOC from Pest Control Officer (PCO) of MCGM for swimming pool and submit the same to MMRDA as ensured by the Architect in his letter dt. 18/11/2011;
    - 24. The applicant shall provide the Solar Assisted Water Heating System as per Regulation No.21 of WTT DCR:
    - applying for grant of Occupation 25. The applicant shall obtain NA order and submit the same before Certificate:

- 26. The applicant shall obtain structural stability and seismic stability certificate by Licensed structural Engineer/RCC specialist and submit the same to MMRDA before applying for grant of Commencement Certificate above plinth level and also before applying for grant of Occupation Certificate;
- The applicant shall provide Rain water harvesting structure by adopting suitable system specified in the Notification No.TPB-4307/396/CR-424/2007/UD-11 dt. 10/03/2005;
- 28. The applicant shall get the plot boundaries verified or confirmed by Lands-Cell of MMRDA before applying for grant of Occupation Certificate;
- 29. The applicant shall obtain the NOC from the other concerned Authority from Security point of view and submit the same to MMRDA before applying for grant of any further approval;
- 30. The applicant shall inform the institutions/financial institutions as and when the plans are amended and issued with amended CC:
- 31. The applicant shall pay the CESS Tax to the Competent Authority;
- 32. The applicant shall pay all the charges as may be determined finally by MMRDA due to any change in law or otherwise. The applicant shall also pay the difference in charges such as development charges, fees for enclosed balcony, staircase, lift and lift-lobbles and external column premiums if any with interest @ 18% p.a. on the deferred amount to MMRDA as per the final decision taken by MMRDA as ensured by applicant in his undertaking given on 20/7/2011 and further in his letter dated 22/7/2011;
- 33. The applicant shall pay the balance Development charges with interest (i.e. 18% p.a.) for construction as per the amended drawings to MMRDA as ensured by applicant in his letter dt. 20/01/2014;
- 34. The applicant shall pay the balance premium for staircase, lift and lift lobbies and external column area with interest (i.e.18% p.a.) as per the amended drawings to MMRDA as ensured by applicant in his letter dt. 20/01/2014:
- 35. The applicant shall pay the balance fees with interest (i.e. 18% p.a.) for enclosed balcony as ensured by applicant in his letter dt. 20/01/2014;
- 36. The applicant shall ensure that detection systems are strictly adhering to IS code as mentioned in Maharashtra Service office's circular no. MFS/10/2012/1099 dt. 19/07/2012;
- 37. The applicant shall use ready mix concrete with at least 15% fly ash for construction work on plot u/r as per the Regulation No. 16.1 of WTT's DCR -2010;
- 38. The applicant shall adhere to and fulfil all the conditions and requirements of UDD's Order No.TPB-432001/881/CR-108/2001/UD-11 dt.6/11/2001 & MCGM's circular No. CHE/1381/DPC/Gen dt.1/12/2001 in respect of the habitable uses permitted in the basement;
- The applicant shall form a society in such a way that the every tenant of buildings should get the benefit of the fitness centre as ensured by applicant in his undertaking submitted on 01/02/2013;
- 40. That the requirements of provisions mentioned in the Appendix J of the WTT DCR for disabled persons shall be applicable to the Commercial Building;
- This Commencement Certificate supersedes the MMRDA's earlier Commencement Certificate issued vide its letter No. T&C / WTT/Block-C/CC/Vol-III/52/2011 dt. 09/12/2011 and letter No. T&C / WTT/Block-C/CC/Vol-III/51/2012 dt. 06/09/2012 and letter No. T&C / WTT/Block-C/CC/ Vol-III/75/2013 dt. 10/01/2013 and letter No. T&C / WTT/Block-C/CC/ Vol-III/86/2013 dt. 08/03/2013 and Extension of Commencement Certificate No. T & C/WTT/Block-C/CC/Vol-III/118/2013 dt. 08/03/2013;
- 42. The relevant D.C. regulations sanctioned by the Government from time to time are applicable;

43. The applicant shall comply the conditions mentioned in NOC of Monorall dt. 11/11/2013;

This amended Commencement Certificate is issued with the approval of Metropolitan Commissioner.

(Sanja) Sethi)
Additional Metropolitan Commissioner
M.M.R.D.A

To,

SUB-RE

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M/s.Spaceage Consultants Shop No.15, B-106, Natraj Building, Sristi Complex, Mulund – Link Road, Mulund (W), Mumbai- 400 080.

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Copy to:-The Executive Engineer,
(Building Proposals-City-I.)
MCGM Office, E-Ward,
Byculla, Mumbai – 400 008.

P.S: The Commencement Certificate is issued subject to the conditions mentioned in the forwarding letter no. T & CMTT/Block-C/CC/Vol-III/ 10 / 2014 .Date-\2001/2014





## MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY मुंबई महानगर प्रदेश विकास प्राधिकरण

T&CAMT/Block-C/CC/VOL-III/ 86 /2013

Date: 08 03 2013

### **COMMENCEMENT CERTIFICATE**

Permission is hereby granted under Section 45 of the Maharashtra Regional & Town Planning Act, 1966 (Maharashtra Act No.XXXVII of 1966) to the applicant M/s. Lodha Crown Buildmart Pvt. Ltd. for the proposed Residential and Commercial development on Plot no. Block-C of Wadala Truck Terminal, Mumbai. The permissible built up area on this plot is 4,95,000.00 sq.mt. The plinth area of proposed Residential and Commercial building together is 15,181.291 sq.m. as depicted on amended drawing Nos: 1/107 to 107/107 (Total 107 amended drawings enclosed) up to plinth & above plinth level (as mentioned in table given below) on the following conditions:

Building No.	Wing No.	Storey/floors	Commencement certificate issued Up to	Proposed Built Up Area (sq.m.)	Total Height of proposed building (m)
Residential Building A	1	G + 53	Plinth	-	174.20
	2	G+55	Plinth	-	180.00
Residential Building D	7	4 level Basement + Part stilt+ Part G +55	Plinth	-	175.50
	8	4 level Basement + Part stilt+ Part G+55	Plinth	**	175.50
Residential Building E	9	4 level Basement + Part stilt + Part G+55	Plinth	**	175.50
	10	4 level Basement + Part stilt+ Part G+55	Plinth	**	175.50
Residential Building F	11	4 level Basement + Part stilt+ Part G+55	Plinth	*	178.70
Residential Building G	12	4 level Basement + Part stilt + Part G+55	Plinth	-	178.70
Commercial Building H	•	4 level Basement + G+41	Plinth	-	169.15
	Comm	encement Certificate is hereby granted for pr	oposed development a	bove plinth	TOMMAN TO THE PARTY OF THE PART
Residential Building B	3	G+53	G + 20 upper floors ( up to 65.65 m)	18298.215	174.20
	4	G+55	G + 20 upper floors (up to 65.65 m)	12273.875	180.00
Residential Building C	5	Part stilt + part G + 55	G + 20 upper floors (up to 65.65 m)	12798.811	180.00
	6	part stilt + part G+55	G + 20 upper floors (up to 63.95 m)	12181.73	180.00
otal proposed b	uilt un ar	ea (up to 20 <sup>th</sup> floor)		55554.631	***************************************

- 1. This certificate is liable to be revoked by the Metropolitan Commissioner, MMRDA if:
  - The development works in respect of which permission is granted under this certificate is not carried out or the user thereof is not in accordance with the sanctioned plans;
  - Any of the conditions subject to which the same is granted or any of the restriction imposed by the Metropolitan Commissioner of MMRDA is contravened or is not complied with;
  - c) The Metropolitan Commissioner of MMRDA is satisfied that the same is obtained through fraud or misrepresentation and in such as 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 section 43 or 45 of the Maharashtra Regional Town planning Act, 1966;
- This Commencement Certificate is valid for a period of one year from the date hereof and will have to be renewed therefore;
- 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 Maharashtra Regional Town planning Act, 1966;
- 4. The conditions of this 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:
- 5. Any development carried out in contravention of the Commencement Certificate is liable to be treated as unauthorized and may be proceeded against under section 53 or, as the case may be, section 54 of the M.R.& T.P. Act, 1966. The applicant and/or his agents in such cases may be proceeded against under section 52 of the said Act. To carry out an unauthorized development is treated as a cognizable offence and is punishable with imprisonment apart from the fine;

  Bandra-Kurla Complex, Bandra (East), Mumbai 400 051.

EPABX: 2659 4000 • FAX: 2659 1264 • WEB SITE: http://www.mmrdamumbai.org

- 6. This permission/ Commencement Certificate shall not entitle the applicant to build on land which is not in his ownership in any way;
- 7. It is necessary that a plinth checking with MMRDA shall be arranged with prior appointment;
- 8. The applicant shall obtain Occupancy Certificate from MMRDA as per the provisions of Development Regulation, 1991 of MCGM which are applicable to Wadala Truck Terminal Area;
- 9. The applicant shall obtain permissions under the provisions of other applicable statues, wherever necessary, prior to Commencement of the construction;
- The applicant shall obtain an advance connection (not commissioned) for utilities and services before applying
  for grant of permission above plinth level as mentioned in the MCGM's letter No. Ch.Engg/817/SR/Roads, dated
  30/03/2007;
- 11. The applicant shall plant the required number of trees on the plot under reference as per the DCR and obtain the NOC from Tree Authority of MCGM before applying for grant of Occupation Certificate;
- 12. The applicant shall obtain the NOC's / clearances relating to fire safety, water supply, storm water drain, sewerage/ drainage, transport facilities and Chief Engg (M&E) etc. from MCGM and PWD wherever necessary and submit the same to MMRDA;
- The provision in the proposal which are not confirming to applicable Development Control Regulations and other acts are deemed to be not approved;
- 14. The applicant shall comply the conditions of Agreement to Lease;
- 15. The applicant shall obtain revised NOC from EE (T&C Div) of MCGM for layout of parking spaces and submit the same to MMRDA before applying for grant of any further approval as ensured by architect in his letter dated 29/01/2013;
- 16. The applicant shall obtain the NOC from Civil Aviation Authority and submit the same to MMRDA before applying for grant of Commencement Certificate above 66.116 mt AGL as ensured by architect in his letter dated 29/10/2011:
- 17. The applicant shall comply the conditions mentioned in the CFO's NOC dated 22/02/2013;
- 18. The applicant shall obtain the final NOC from BEST for electric substation and electric meter rooms and submit the same to MMRDA before applying for grant of any further approval as ensured by applicant in his letter dated 10/01/2013 and undertaking dated 02/08/2012;
- 19. The applicant shall comply the conditions mentioned in EIA clearance issued by Environment Department dated 05/09/2011 and obtain the revised EIA Clearance for the amendment made in the earlier approved proposal and submit the same to MMRDA before applying for grant of any further approval;
- 20. The applicant shall obtain the revised NOC from High Rise Committee for amendment made in drawings approved by High Rise Committee and submit the same to MMRDA before applying for grant of any further approval as ensured by architect in his letter dated 10/01/2013;
- 21. The applicant shall comply the conditions mentioned in consent to establish issued by MPCB on 11/11/2011 and also obtain the revised consent to establish from MPCB for amendment made in earlier approved proposal and submit the same to MMRDA before applying for grant of any further approval as ensured by architect in his letter dated 29/01/2013;
- 22. The applicant shall obtain the NOC from Pest Control Officer (PCO) of MCGM for swimming pool and submit the same to MMRDA as ensured by the Architect in his letter dated 18/11/2011;
- 23. The applicant shall provide the Solar Assisted Water Heating System as per Regulation No.21 of WTT's DCR;
- 24. The applicant shall obtain NA order and submit the same before applying for grant of Occupation Certificate;
- 25. The applicant shall obtain structural stability and seismic stability certificate by Licensed structural Engineer/RCC specialist and submit the same to MMRDA before applying for grant of Commencement Certificate above plinth level and also before applying for grant of Occupation Certificate;
- The applicant shall provide Rain water harvesting structure by adopting suitable system specified in the Notification No.TPB-4307/396/CR-424/2007/UD-11 dated 10/03/2005;
- 27. The applicant shall get the plot boundaries verified or confirmed by Lands Cell of MMRDA before applying for grant of Occupation Certificate;
- 28. The applicant shall obtain the NOC from the other concerned Authority from Security point of view and submit the same to MMRDA before applying for grant of any further approval;
- 29. The applicant shall inform the institutions/financial institutions as and when the plans are amended and issued with amended CC;

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30 The applicant shall pay the CESS Tax to the Competent Authority;

31. The applicant shall pay all the charges as may be determined finally by MMRDA due to any change in law or otherwise. The applicant shall also pay the difference in charges such as development charges, fees for enclosed balcony, staircase, lift and lift-lobbies and external column premiums if any with interest @ 18% p.a. on the deferred amount to MMRDA as per the final decision taken by MMRDA as ensured by applicant in his undertaking given on 20/7/2011 and further in his letter dated 22/7/2011;

10° 5.

- 32. The applicant has paid 1st installment of 25% towards premiums of Staircase, lift, lift-lobby, premium for balcony enclosure & premium for columns projecting beyond building line on date 01/08/2011 and 08/12/2011 of total premiums to be paid respectively. The applicant has paid the 2<sup>nd</sup> installment of 50 % (i.e. of Rs. 445,28,27,414) of 25% towards premiums of Rs. 22,64,13,707/- with 18% interest. Now, the applicant has to pay the balance 50% of 25% includes interest @18% (i.e. Rs 22,64,13,707/- due on i.e 09/04/2013) as ensured by applicant in his undertaking dated 03/01/2013:
- 33. The applicant shall pay the balance 50% of total premiums i.e. for Staircase, lift, lift-lobby, premium for balcony enclosure & premium for columns projecting beyond building line in 2 installments with interest @18% p.a. as ensured by applicant in his undertaking dated 07/08/2012;
- 34. The applicant shall ensure that detection systems are strictly adhering to IS code as mentioned in Maharashtra Service office's circular no. MFS/10/2012/1099 dated 19/07/2012;
- 35. The applicant shall use ready mix concrete with at least 15% fly ash for construction work on plot u/r as per the Regulation No. 16.1 of WTT's DCR -2010;
- 36. The applicant shall adhere to and fulfill all the conditions and requirements of UDD's Order no. TPB-432001/881/CR-108/2001/UD-11dt.6/11/2001 & MCGM's circular no. CHE/1381/DPC/Gen dt.1/12/2001 in respect of the habitable uses permitted in the basement;
- 37. The applicant shall form a society in such a way that the every tenant of buildings should get the benefit of the fitness centre as ensured by applicant in his undertaking submitted on 01/02/2013;
- 38. That the requirements of provisions mentioned in the Appendix J of the WTT DCR for disabled persons shall be applicable to the Commercial Building;
- This Commencement Certificate supersedes to the earlier MMRDA's approval letter No.T&C/VTT/Block-C/CC/Vol-I/65/2012 dated, 19/11/2012 issued for layout plan;
- This Commencement Certificate supersedes the MMRDA's earlier Commencement Certificate issued vide its letter No. T&C / WTT/Block-C/CC/Vol-III/52/2011 dated, 09/12/2011 and letter No. T&C / WTT/Block-C/CC/Vol-III/51/2012 dated 06/09/2012 and letter No. T&C / WTT/Block-C/CC/ Vol-III/75/2013 dated 10/01/2013 and letter No. T&C / WTT/Block-C/CC/ Vol-III/80/2013 dated 20/02/2013;
- 41. The relevant D.C. regulations sanctioned by the Government from time to time are applicable;
- 42. The applicant shall submit the Bank Guarantee of equivalent amount of the subsequent year for 2<sup>nd</sup> installment of Lease premium for allotment of plot within 75 days from date of possession of entire plot under reference;

This amended Commencement Certificate is issued with the approval of Metropolitan Commissioner.

(S.V.R.Srinivas, IAS)
Additional Metropolitan Commissioner
M.M.R.D.A

To, M/s.Spaceage Consultants
Shop No.15, B-106,
Natraj Building, Sristi Complex,
Mulund – Link Road,
Mulund (W), Mumbai- 400 080.

Copy to:The Executive Engineer,
(Building Proposals-City-I.)
MCGM Office, E-Ward,
Byculla, Mumbai – 400 008.

P.S: The Commencement Certificate is issued subject to the conditions mentioned in the forwarding letter no. T & CANTT/Block-C/CC/Vol-III/87/ 2013 .Date- .08.\p3 |10|5



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# MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY मुंबई महानगर प्रदेश विकास प्राधिकरण

No.T&C/WTT/Block-C/CC/Vol-III/II8 /2013

Date: 06/11/2013

Το...

M/s.Spaceage Consultants (Architect),

Shop No. 15, B-106, Natraj Building, Sristi Complex, Mulund-Link Road, Mulund(W), Mumbai – 400 080.

Sub: - Extension of Commencement Certificate for proposed Residential Building B-Wing 3 from 20<sup>th</sup> floor to 43<sup>rd</sup> floor (i.e. from 65.65 m to 134.85 m), Building B-Wing 4 from 20<sup>th</sup> floor to 45<sup>th</sup> floor (i.e. 65.65 m to 136.45 m), Building C-Wing 5 and Wing 6 from 20<sup>th</sup> floor to 45<sup>th</sup> floor (each) (i.e. 65.65 m to 136.45 m) on plot no. Block-C of Wadala Truck Terminal (WTT) for M/s. Lodha Crown Build mart Pvt. Ltd.

Ref: (i) MMRDA's CC No.T&C/WTT/Block-C/CC/Vol-III/86/2013 dated 08/03/2013.

(ii) Your letter No. Nil, dated 11/10/2013.

Sir.

With reference to your above cited letter dated 11/10/2013(refer (ii) above) and MMRDA's Commencement Certificate dated 08/03/2013 (refer (i) above), You are hereby informed that, Metropolitan Commissioner, MMRDA has granted the approval for development for the proposed Residential Building B-Wing 3 from 20<sup>th</sup> floor to 43<sup>rd</sup> floor (i.e. from 65.65 m to 134.85m), Building B-Wing 4 from 20<sup>th</sup> floor to 45<sup>th</sup> floor (i.e. 65.65 m to 136.45 m), Building C-Wing 5 and Wing 6 from 20<sup>th</sup> floor to 45<sup>th</sup> floor (i.e. 65.65 m to 136.45 m) on plot under reference as detail given below:-

Building No.	Wing No.	Storey/floors	Approval Issued for	Proposed Built Up Area (sq.m)	Total Height of proposed building (m)
Residential Building B	3	G+53	G+43 upper floors (from 65.65 m to 134.85 m)	38180.443	174.20
	4	G+55	G+45 upper floors (from 65.65 m to 136.45 m)	27712.589	180.00
Residential Building C	5	Part stit+part G+55	G+45upper floors (from 65.65 m to 136.45 m)	28240.674	180.00
	6	Part stit+part G+55	G+45 upper floors (from 63.95 m to 136.45 m)	27603.403	180.00
		p area (up to 43 f	Toors for Building B Wing- 3 uilding C Wing-5 and Wing-6)	121737.109	

The drawings for Residential Building B-Wing 3 & 4, Building C-Wing 5 & 6 issued along with CC dated 08/03/2013 shall be read along with this letter.

The conditions mentioned in the Commencement Certificate dated 08/03/2013 will remain unchanged.

This approval is issued subject to condition that, "the applicant shall obtain the NOC from Civil viation Authority and submit the same to MMRDA before applying for grant of approval above 36.946 m AGL for Residential Building B- Wing 3 & 4 and Building C-Wing 5 & 6.

A...O

or Spandage Consul

Yours faithfully

T & C Division.

Τo,

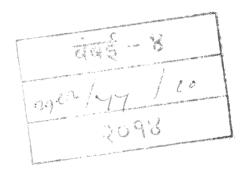
The Executive Engineer
(Building Proposal-City-I)
\*MCGM Office, E-Ward,

Byculla, Mumbai - 400 008.

Bandra-Kurla Complex, Bandra (East), Mumb

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6, Roz-a-Rio Apartments, L. B. S. Road, Kamani, Kurla (West), Mumbai - 400 070

Phone: 6500 5157

## REPORT ON TITLE

Re: Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No.Block-C (C1-Zone) admeasuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

- 1. I have prepared this Title Opinion in respect of the above plot of land, more particularly described in the Schedule hereunder written, on the basis of various title documents of the transaction as hereinafter mentioned culminating into allotment and following with execution of Agreement to Lease made available and produced before me for my inspection and perusal, and information and explanation gathered by me in connection therewith, I observe as follows:-
- 2. For the purpose of opinion I have reviewed
  - (i) Bid/Tender Document with annexures thereto annexed.
  - (ii) Undated Minutes of the Pre-Bid Meeting held between the Authority and the Bidders.
  - (iii) Minutes of the After Bid Meeting held on 06/05/2010 between Mumbai Metropolitan Regional Development Authority and the Company.
  - (iv) Offer Letter bearing No.MMRDA/T&C/WTT/01/2010 dated 22<sup>nd</sup> November 2010 and the Lay Out Plan annexed thereto for the said Plot of land admeasuring 92600 sq.mts.
  - (v) Acceptance Letter dated 24/11/2010 by the said Company to the said Authority.
  - (vi) Agreement to Lease dated 1st August 2011 executed between Mumbai Metropolitan Regional Development Authority of the One Part and Lodha Crown Buildmart Private Limited of the Other Part
- 3. Under the various notifications notified by the Government of Maharashtra the said Plot of land came to be vested in Mumbai Metropolitan Regional Development Authority (Authority) as a Owner thereof who has agreed to lease the said plot of land for development to Lodha Crown Buildmart Private Limited (Proposed Lessee) as on the date of this Certificate.
- 4. Mumbai Metropolitan Regional Development Authority (hereinafter referred to as "the said Authority") has been designated as a Special Planning Authority to develop yast swathe of land titled as "Wadala Truck

Page 1 of 4

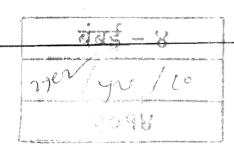


6, Roz-a-Rio Apartments, L. B. S. Road, Kamani, Kurla (West), Mumbai - 400 070 Phone: 6500 5157

**Terminal**" (WTT) (being referred hereto as larger land) pursuant to the Government of Maharashtra vide Notification No. TPB-4305/CR-318/05 dated 03/12/2005 under section 40 (1)(C) of Maharashtra Regional and Town Planning Act, 1966.

- 5. In consequence thereof, the said Authority seized and possessed of or otherwise well and sufficiently entitled to ALL THAT said larger land and any part thereof with right to deal with and dispose the same in the manner prescribed under the provisions of the MMRDA (Disposal of Land) Regulation, 1977.
- 6. Accordingly, the said Authority has laid out said larger land in plots of varying sizes and intended to develop them by laying out roads and other amenities to provide for necessary infrastructure.
- 7. Subject to Mumbai Metropolitan Regional Development Authority (Disposal of Land) Regulations, 1977, as amended (MMRDA Disposal of land Regulation, 1977), and other rules and regulations, the said Authority has for the purpose of disposing of the plot of land bearing Plot No.Block-C (C1 Zone) admeasuring 92,600 sq.mts. (hereinafter referred to as "the said plot of land") forming part of the said larger land floated bid/tender document, in the form of Booklet, providing terms and conditions with annexures thereto including various Forms of Bid, particularly Agreement to Lease, for the auction sale of the said plot of land. In sequel, the said Authority invited bid from the public at large by advertisement for disposal of the said plot of land on lease basis on the terms, covenants and conditions stated in the Bid/Tender Document.
- 8. Under the instructions and aegis of Metropolitan Commissioner, Mumbai, a public auction sale of the said Plot of land held on 23<sup>rd</sup> April 2010 at Mumbai. Lodha Crown Buildmart Private Limited incorporated Company under Companies Act, 1956 (being referred as "the said Company") was declared as a successful highest bidder and/or prospective licensee or lessee on opening of the tenders, being highest bid of Rs.4050 Crores (Rupees Four Thousand Fifty Crores only) given by them to take on lease basis or otherwise for the purpose of development of the said plot of land.
- 9. Pursuant thereto, it was resolved that the said plot of land is being offered to be leased out on certain mandatory terms, covenants and conditions to the successful highest bidder i.e. the said Company came to be approved by the said Chief (T & C) of the said Authority as per the Resolution

Page 2 of 4



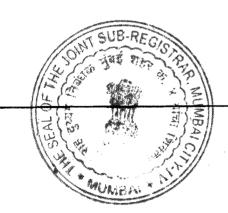


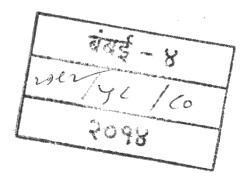
6, Roz-a-Rio Apartments, L. B. S. Road, Kamani, Kurla (West), Mumbai - 400 070 Phone : 6500 5157

passed at the 127<sup>th</sup> meeting of the Board of Authority held on 26/08/2010, subject to terms and condition mentioned in the Bid/tender document.

- 10. In the backdrop as aforesaid in the matter, the said Authority by and under its Letter Offer for Allotment of Plot No.Block-C (C1-Zone) under No.MMRDA/T&C/WTT/01/2010 dated 22<sup>nd</sup> November 2010 (annexed thereto copy of the Block Plan showing location of the plot) addressed to the said Company, inter alia allotted the said plot of land subject to terms and conditions set out therein.
- 11. The said Company by and under letter dated 24<sup>th</sup> November 2010 confirmed and conveyed their acceptance of the offer of allotment of the said plot of land.
- 12. Later on, the said Company by their letter dated 22<sup>nd</sup> February 2011, had made payment of Rs.380 Crores (Rupees Three Hundred and Eighty Crores Only) by adjusting earnest money for Rs.25 Crores already deposited with the said Authority within stipulated period of 3 months from the date of the said Offer Letter, as stated therein.
- 13. In the premises aforesaid, by an Agreement to Lease in Form "D" dated 1<sup>st</sup> August, 2011 executed between Mumbai Metropolitan Regional Development Authority as the Licensor/the Authority of the One Part and Lodha Crown Buildmart Private Limited as the Licensee of the Other Part, the said Authority granted License and authority to Licensee to enter upon the said plot of land more particularly described in Land Schedule (6<sup>th</sup> Schedule), being referred as said plot of land hereto, to carry out development by erecting building/s thereon and further agreed to grant lease of the said plot of land for the term of 65 years for the premium amount of Rs.4050/- Crores and other amounts on terms, covenants and conditions stated therein.
- On the basis of the findings included in this report and on execution of Agreement to Lease dated 1<sup>st</sup> August 2011 executed between Mumbai Metropolitan Regional Development Authority of the One Part and Lodha Crown Buildmart Private Limited of the Other Part, I am of the opinion that subject nevertheless payment of balance amount of premium as stated under the Agreement to Lease, the said Company is entitled to develop the said Plot of land free from encumbrances in accordance with the sanction plan by Transport and Communication Division of the said Authority; and upon completion of development of the said Plot of land in

Page 3 of 4





Pradip Garach

Advocate

Page 4 of 4

6, Roz-a-Rio Apartments, L. B. S. Road, Kamani, Kurla (West), Mumbai - 400 070

High Court, Bombay Phone: 6500 5157 accordance with the Agreement to Lease, MMRDA shall execute a Lease Deed granting lease of the said Plot of land for the period of 65 years

# THE SCHEDULE ABOVE REFERRED TO: (Description of the Plot of land)

Plot No.	Block - C		
Land use of the Plot	(C1-Zone)		
Permissible Users	Commercial Office / Business Centers / Shopping Malls, Star Hotels and Restaurants, Entertainment Center, Sports facilities and Residential		
Plot Area in sq.mt.	92,600 (including RG)		
Lease Period	65 years		
Rate/sq.mtr. of Built up area	INR.81,818.18/-		
Total Lease premium	INR. 4050/- Crores		

situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District at Wadala Truck Terminal, Mumbai bounded as follows:-

On or towards North

: Temp. Land M/s. Metro One Private Limited

On or towards South

: 36.58 Wide Road

On or towards East

: Temp. Land M/s. J.Kumar Infraprojects Pvt. Ltd.

On or towards West

: 20 ft. wide Road

Dated this 62 day of August, 2011

Pradip Garach (Advocate High Court, Bombay)

Page 4 of 4

Pradip Garach
Advocate
High Court, Bombay

6, Roz-a-Rio Apartments, L. B. S. Road, Kamani, Kurla (West), Mumbai - 400 070 Phone: 6500 5157

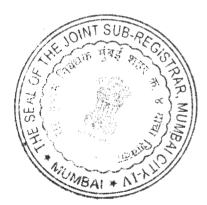
## **REPORT ON TITLE**

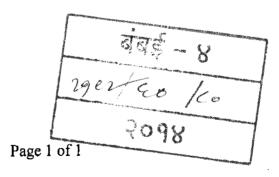
Re: Land situated and lying in Cadastral Survey No. 8 of Village Salt Pan Mumbai City District being Plot No.Block-C (C1-Zone) admeasuring 92600 sq.mts. at Wadala Truck Terminal, Mumbai (Plot of land)

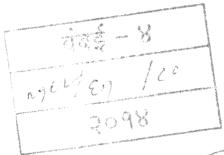
- 1. This is Supplemental to my Report on Title dated 2<sup>nd</sup> August, 2011 with respect to the captioned Plot of land particularly described in Schedule thereunder written.
- 2. Under the said Report on Title dated 2<sup>nd</sup> August, 2011, I have inter alia stated my findings and opined that LODHA CROWN BUILD MART PRIVATE LIMITED (**the Company**) is granted license to develop the said Plot of land in terms of Agreement to Lease dated 1<sup>st</sup> August, 2011 in accordance with the sanction plan.
- 3. I am informed that ever since execution and registration of the said Agreement to Lease dated 1<sup>st</sup> August 2011, there are no material changes which adversely affect the said license for development of the said Plot of land.

Dated this 25 day of January 2012

(Pradip Garach)
Advocate High Court, Bombay









# घोषणापत्र

मी / आसी श्री. सुरेदन नायर, मरीशा सुतारी, ऋतुजा ख्रेक, तिजल इंजीनीयर वाहारे घोषित करतो / करते की, ह्याम निवंशक कि कि कियां लिया विकास करता ने कियां करायां लिया जाहे. अपिनंदन लोडा, अपिशंक लोडा, सुरेद के आह, संदीप मक्सेमा, मंग्रेश पुराणीक व इ.यांनी हि. १३.१२.२०१० रेजिआम्झाला हिलेल्या कुलपुष्टायराप्ताच्या आधारे आली मदर टस्त नोंदणीस मदर केला आहे निष्पादीत कहल कबुलोजबाव हिला आहे. सदर कुलमुखत्यारपत्र निहुन देणार यांनी कुलमुखत्यारपत्र रह केले नाही किंचा कुलमुखत्यारपत्र रह केले नाही किंचा अन्य केलमुखत्यारपत्र लिहन देणार व्यक्तीयिको कोणीही भरत झाले नाही किंचा अन्य केणियाही कारणामुळे कुलमुखत्यरपत्र पुर्णाणे कुलमुखत्यारपत्र रह्णाता ठरलेले नाही . सदरचे कुलमुखत्यारपत्र पुणाणे वैध असुन उपरोक्त कृती करण्यास भी आही पुर्णेतः सन्न आहे .सदरचे कुलमुखत्यारपत्र मुखीचे आहळून आल्यास, नोंदणी अधिनियम १९०८ वे कलम ८२ अन्वये शिक्षेष मी आम्ही पात्र गृहीन गृह याची मला आम्हाला जाणीव आहे.

सरीख :- 9६ 0419 र विकाण :- 9,4

त्यारपत्रधारकाची सही व नाव

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LINE COOR DIVISIONS TO COMPANIES AND THE ADMINIST OF THE ASSAULT STANDER THANKS.

LINE COOR GALAXY REQUESTS THANKE LINE (13) (DODA MENASCON TEACT STANDER THANKS.

LINE (12) MINICONEL CHOOST EACTORS PROVIDE UNITED (13) MAHANIRE BUILD ESTATE PRIVATE PRIVAT

() IDBI BANK .

SPECIAL POWER OF ATTORNEY

LIMITED. (4) LODNA CONSTRUCTION PRIVATE LIMITED. (5) LODNA BUILDESS PRIVATE LIMITED. (5) ALIGNATE PREMARE PRIVATE LIMITED. (5) ALIGNATE PREMARE PRIVATE LIMITED. (6) TODNA BUILDESS PRIVATE LIMITED. (6) LODNA BUILDESS PRIVATE LIMITED. (11) LODNA BUILDESS PRIVATE LIMITED. (11) LODNA HOSEL PRIVATE LIMITED. (11) LODNA HOSEL PRIVATE LIMITED. (12) LODNA HOSEL PRIVATE LIMITED. (13) LODNA BUILDESS PRIVATE LIMITED. (13) LODNA BUILDESS PRIVATE LIMITED. (14) CONTOWN BUILDESS PRIVATE LIMITED. (14) LODNA BUILDESS PRIVATE LIMITED. (13) LODNA BUILDESS PRIVATE REMITED. REPROFITED.

To all to whom this present shall come, We 1) MACROTECH CONSATUCTION PRIVE LIMITED. (2)LODHA LAND DEVELOPERS PRIVATE UMITED. (3) LODHA ESTATE PRIVA

And residing foffice at Lodha Paradise, Majiwada, Thone (West)

(3)

SEND GREETINGS

WHENS the said Companies are engaged in business of real estate and property development and constructing various Buildings comprised of Residential Flats, and such other premises and selfing such. Residential Flats and such other premises in Mumbal and elsewnere in India.

Purchasers and for the said Companies are required from time to time sign, execute, admit, Ledge and register the Agreements for Sale before the concerned Sub-registror of Assumos, and norder to fedilize the same the said Companies are desirons of appointing Pagis URREVIEW NATA, MASI MARISHA SUTARI, MAS MARISHA SUTARI, MAS RUTULA OAK and MAS TELA! ENGINEER as Constituted Attorners of the said Companies with following powers and This said Companies are in process of executing Agreements for Sale with the Prospective

authorities.

A pow know you att and Thiese Presents viriness that we Abhravandan Lodha, shaperes to the sale of the Director of the sale Companies, chapteres appoint furginate and constitute the sale SHR SORRUNGAN NAR, KNES, NARASISA SUITAN, MIS. International Constitute to the sale of the Director of the sale of the Source of (a) ADUJA OAK and MAS TEJAL ENGINER as true and lawful attorneys or agents of the said of

- of nestdential flats and such other premises in buildings constructed by the sain Companies on the properties in different development projects in terms of TO SIGN AND EXECUTE Letter of Allotment for the purpose of sale and allotment Alletment letter approved by the said Companies or any of them.
- Residential Flats, and such other premises in Building/s constructed by the said Companies on the properties in different development projects and incidential TO ENTER INTO, SIGN AND EXECUTE Agreements for sale in connection with the thereto signs necessary forms and papers for the purpose of effect egistration of such Agreements.
- and such other premises to secure loans and financial assistance from the bankers and financial institutions for the purpose of the payment of the consideration payable by the such prospective Purchasers to the Companies Subject to prior approval of the management of the Company TO SIGN AND EXECUTE all forms, writing, affidavt and other ancillary papers and documents, as may be required, to enable the prospective Purchasers of the Residential Flats, ents or any other habilities o without making any monetary or others commitm

SA TRES

whatsoever nature thereto on behalf and against the said Companies to or by the banker or financial Institution

10 APPEAR BESORE AND ATTEND TO the concerned Sub-Registrer and TO LODGE AND PRESENT before him AND TO ADMIT execution of the Agreement for Sale seacured by the Astronery with the prospective Purchaests lodged for registration in connection sale of the Residential Flats, and such other premises in the building constructed by the Companies or any of them and to do all necessary. acts deeds matters and things for effectively registering the said Agreement of Sale. TO SING AND EXECUTE Deed of Rectification or Cancellations or confirmation or any other documents, as may be required, in connection with the Agreement for sale of Residential Flats, and such other premiers and transactions in connection therewith and todge for registration with the concerned Sub-Registrar and admi execution thereof

aloresaid. I horeby further grant into the said Attorney full power and absolure authority to substitutes on appoint in his place. One or more substitutes on such terms as he shall think fit and to exercise all or any of the powers and authorities. For the better doing, performing and executing all the matters and things and to do all acts, deeds and things under this Special Power of Attorney which includes execution of Agreement for Sale and admit execution thereof before

concern Sub Registrar of Assurance for effective, registration of such document and to revoke any such appointment from time to time and to substitute or appoint any others in his piace as the taid Attorney from time to time 3, he think appoint any others in his piace as fit and / or proper subject to terms

Provided that notwithstanding anything herein better contained, the said Attorney shall always at within and not outside the instruction of derection received by him from the invergement and board of director, of the said Companies neith the said Companies hereby inveragement and board of director, of the said Companies and this said Companies hereby mereagement and board of director, of the said stormery, pursuant agree to rating and confirm all acts and things torvfully done by the said attorney, pursuant

cancelled by all or any of the Companies and/or so far as the said attorney is in employme This Power of Attorney shall remain valid and in force till same is revoked n one of the said Companies.

IN WITNESS WHEREOF the Companies have put their respective scals on this

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SIGNED SEALED AND DELIVERED
BY and withinnamed
MACROTICH CONSISTUCTION PRIVATE LIMITED.
By and through their one of the Director
Mr. Abrimandan Locha
Pursuant to the resolution of the Board
Of Directors dated
2010

By and within amed LODHA DEVELOPERS LIMITED by and through their one of the Director Mr. Abhinandan Lodha Pussant to the resolution of the Board Of Directors dated 2010 SIGNED SEALED AND DELIVERED In the presence of .....

SIGNED SEALED AND DELIVERED

8Y and withinnamed LODHA CONSTRUCTION PRIVATE LIMITED. By and through their one of the Director Mr. Abhinandan Lodha Pursuant to the resolution of the Board

SIGNED SEALED AND DELIVERED

SIGNED SCALED AND DELIVERED
By and withintonmend
LODHA PRIME BULLD KRIMS PRIVATE LIMITED
By and through their one of the Director
RA. Abhinandra Ludha
Pursuant to the resolution of the Board
Of Directors stated

in the presence of .....

SIGNED SEALED AND DELIVERED

SEGUETRAR M

SIGNED SEALED AND DELIVERED
BY and withinnamed
COWTOWN LAND DEVELOMPENT PRIVATE LIMITED.
By and through their one of the Director
Mr. Abhinandan Lodha
Pursuant to the resolution of the Board
Of Directors dated

2010

BY and withinnamed
M/S. LODHA GROUP OF COMPANIES
By and through their one of the Partner
Mr. Abhinandan Lodha SIGNED SEALED AND DELIVERED

SIGNED SEALED AND DELIVERED

BY and withinnamed LODHA HOME DEVELOPERS PRIVATE LIMITED. 

SIGNED SEALED AND DELIVERED

8Y and withinnamed LODHA BURDCON PRIVATE LIMITED.,

in the presence of ......

SIGNED SEALED AND DELIVERED

SIGNED SEALED AND DELIVERED

LODHA CROWN BUILDMART PRIVATE LIMITED.

By and through their one of the Director Mr. Abhinandan Lodha Pursuant to the resolution of the Board Of Directors dated

SIGNED SEALED AND DELIVERED
BY and withinnamed
LODHA DEVELOPERS PRIVATE LIMITED.

SIGNED SEALED AND DELIVERED

BY and PADMAVATI BUILDTECH PRIVATE LIMITED.

My and PROUGH Prior one of the Director

My addischeck LOG/A

Pursuant to the resolution of the Board

Pursuant to the resolution of the Board

BY and withinnamed M/S SHREE SAINATH ENTERPRISES
Ey and through their one of the Partner Mr. Abhinandan Lodha

SIGNED SEALED AND DELIVERED

By and through their one of the Partner Mr. Abhinandan Lodha

in the presence of ....

SIGNED SEALED AND DELIVERED

BY and withinnamed M/S VN/EX ENTERPRISES

BY and withinnamed IODHA DWELLERS PRIVATE L'INHTED. SIGNED SEALED AND DELIVERED

by and through their one of the Director
Mr. Abhisheck Lodha
Pursuant to the resolution of the Board
Of Directors dated 2010

SIGNED SEALED AND DELIVERED n the presence of .....

EY and withinnamed LODHA QUALITY BUILDMART PRIVATE LIMITED. By and through their one of the Director Mr. Abbisheck Lodha

Pursuant to the respiration of the Board



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**(E)** 

MAN NUMBAICH

- 8 २०१४

6Y and withinnamed GALAXY PREMISES PRIVATE LIMITED SIGNED SEALED AND DELIVERED Of Directors dated

By and through their one of the Director

No. SURRINGAL, K. SHAH

Pursuant to the resolution of the Board

Of Directors dated

Of Directors dated

SANTHNAGAR ENTERPRISES LING.
By and through their one of the Director
Mr. SURENORA. K. SHAH

Mr. SURENORA. K. SHAH SIGNED SEALED AND DELIVERED BY and withinnamed SANTHNAGAR ENTERPRISES LTD Of Directors dated In the presence of ...

Justnotza K. Shuh

SIGNED SEALED AND DELIVERED

SIGNED SEALED AND DELIVERED BY and withinnamed LODHA PINNACLE BUILD TECH PRIVATE LIMMTED.

By and through their one of the Director

Mr. Sandeep Saxena
Pursuant to the resolution of the Board
Of Directors dated 2010

SIGNED SEALED AND DELIVERED

in the presence of ....

BY and withinnamed SHREENIWAS COTTOM MILLS LIDHMITED By and through their one of the Director Mr. Sandeep Saxena

SIGNED SEALED AND DELIVERED

In the presence of .....

Pursuant to the resolution of the Board Of Directors dated 2010

in the presence of .....

By and withinnamed LODHA PRIVATE LIMI LODHA PROPERTIES DEVELOPMENT PRIVATE LIMI By and through their one of the Director

Pursuant to the resolution of the Board
Of Directors dated 2010

in the presence of .....

Mr. Sandeep Saxena

By and through their one of the Director Pursuant to the resolution of the Board Of Directors dated 2010

SIGNED SEALED AND DELIVERED SIMTOOLS PRIVATE UMITED.

BY and withinnamed MAHAVIR BUILD ESTATE PRIVATE LIMITED By and through their one of the Director Pursuant to the resolution of the Board Of Directors dated 2010

Mr. Sandeep Saxena

BY and withinnamed
MICROTEC CONSTRUCTION PRIVATE LIMITED
By and through their one of the Director
Mr. Sandeep Saxena

SIGNED SEALED AND DELIVERED

In the presence of ....

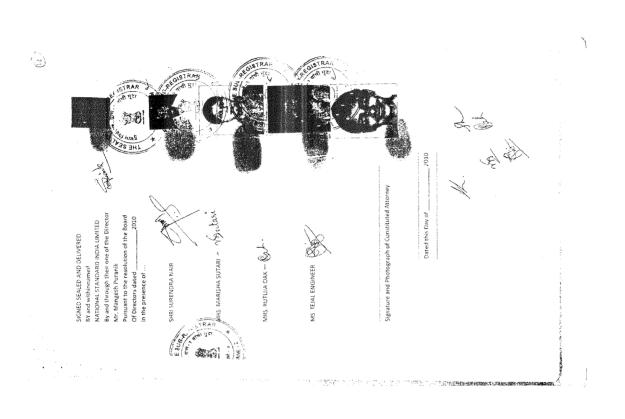
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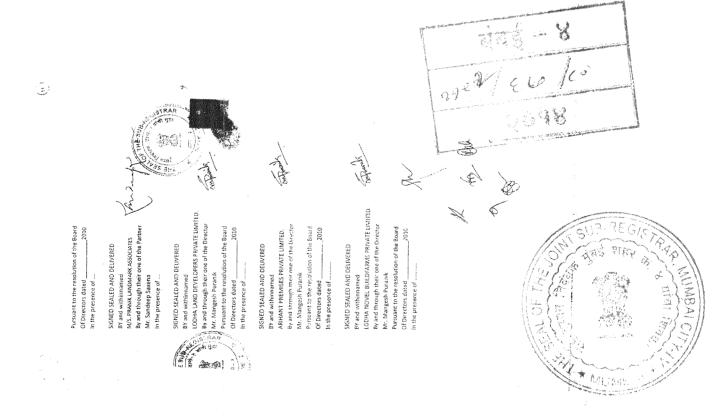
BY and withinnamed LODHA IMPRESSION REAL ESTATE PRIVATE LIMITED.

SIGNED SEALED AND DELIVERED

9

By and through their one of the Director Mr. Sandeep Saxena Pursuant to the resolution of the Board Of Directors dated 2010





(3)

MACROTECH CONSRTUCTION PRIVATE LIMITED.

LODHA DEVELOPERS PRIVATE LIMITED.

LODHA GYATE PRIVATE LIMITED.

LODHA GYATE PRIVATE LIMITED.

LODHA GYATE PRIVATE LIMITED.

LODHA GONSTRUCTION PRIVATE LIMITED.

LODHA BOUNGES PRIVATE LIMITED.

LODHA BOUNGES PRIVATE LIMITED.

LODHA PROPERTIES DEVELOPMENT PRIVATE LIMITED.

LODHA ROPERTIES DEVELOPMENT PRIVATE LIMITED.

LODHA ROPERTIES DEVELOPMENT PRIVATE LIMITED.

SANTOOLS PRIVATE LIMITED.

LODHA BULDCON PRIVATE LIMITED.

LODHA BULDCON PRIVATE LIMITED.

LODHA MORE BULDCON PRIVATE LIMITED.

LODHA MORESCON PRICE LESTATE PRIVATE LIMITED.

LODHA DEVELOPERS PRIVATE LIMITED.

LODHA DEVELOPERS PRIVATE LIMITED.

LODHA DEVELOPERS PRIVATE LIMITED.

LODHA DEVELOPERS PRIVATE LIMITED.

MATIONAL STRANGES PRIVATE LIMITED.

MATIONAL STRANGES PRIVATE LIMITED.

MATIONAL STRANGES PRIVATE LIMITED.

MATIONAL STRANGES PRIVATE LIMITED.

LODHA DEVELOPERS SEVENTED PRIVATE LIMITED.

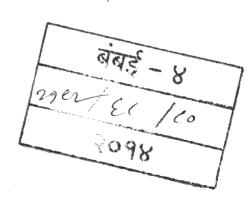
MATIONAL STRANGES PRIVATE LIMITED.

LODHA DEVELOPERS SEVENTED PRIVATE LIMITED.

LODHA DEVELOPERS SEVENTED.

some (s.





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अनील पालांडे यादारे घोषित करतो / करत की, दुयम निक्पक <u>हिंदिर ह</u> यांचे कार्यालयात *टीर्ट्र (४०) [४] [४]* या शिषंकाचा दस्त गोंदणीसाठी सादर करण्यात कुलमुखत्यारपत्र लिहुन देणार यांनी कुलमुखत्यारपत्र रह केले नाही किंवा कुलमुखत्यारपत्र लिहुन देणार व्यक्तींपैकी कोणीही गयत झाले नाही किंवा अन्य कोणत्याही कारणामुळे आला आहे. श्री. सुरेन्द्रन नायर, मरीशा मुतारी, ऋतुजा ओक, तेजल इंजीनीयर व इ.यांनी दि. २३.१२.२०१० रोजीआहाला दिलेल्या कुलपुखत्यारपत्राच्या आधारे आश्वी सदर दस्त मोदणीस सादर केला आहे निष्यादीत करून कबुलीजवाब दिला आहे.सदर पुर्णपंणे वैध असुन उपरोक्त कृती करण्यास मी आस्ही पुर्णतः सक्षम आहे. सदरघे कथन वकीचे आढळून आल्यास, नोंडणी अधिनिवम १९०८ चे कलम ८२ अन्वये शिक्षेम मी कुत्रमुखत्यरपत्र पुर्णपणे कुत्तमुखत्यारपत्र रहबातल ठरलेले नाही . सदरचे कुत्तमुखत्यारपत्र मी / आसी पंढरी केसरकर, राहुल वंडेकर, स्मेश रावल, प्रमोद कांब्के, आसी पात्र राहोन राह याची मला आम्हाला जाणीय आहे.

artive = 34 /04/93

टिकाण ३- 💆

कुलमुखत्यारपत्रधारकाची मही व नाव

पंदरी केसरकर,

प्रमोद कांबळे,

रमेश रावल,

गहूल बंडेका,

मदर अखतारपद्रांचे सत्यतेविषयी मी संपुर्ण चौकशी केमी आहे व लाघे मत्यतेविषयी मी यात्री करून घेतली आहे.

पचेत्राची सहो

3098

नमहर भुजायम् पन नाज दि० १२ १०४ १०४ १० जोडम १ अग्निके मन्द्रम्बान मानि ने अपूर्य न अस Agasto Cuches Zanikah sub Asha Zun 1-<u>थे और पहुंचा वेडबर् समान का ६६० टे अन</u>पश्चित ्री संदेश सम्मान महान नह सुंद धारोमा केर जन्माय ज्ञानित अन्त सिर्देश्यकरा न्हीं न्यतेबाधुर्याणेल भवान कर सुंद्र स्वेन हिन्दुर्याण् 9 अमि महिता दुर्गति अभवत्यः शुक्तः । निह्ना पेनारे 9 अमि काञ्जा गोक अस्ता नाश्चितः । थिया पदमावती विनेत्रेरक जाति व अनुरास्त्रेत्र ी अंतिकारी विभावति हाति व अस्तानि अधिकार् ि स्मार मासि असम्भेट्या कि बुसरम् ११ जी ज्यामित्न भार अशान निष्युं वर् िकी असि नामर मनात भागान अपि प्रामिषक लोडा ज्यनान प्राप्ति 600 0000

COSTOA Call To

हैं। सहस् भूटबाजार प्रायहती १८ भूत पाने अनुन हैं सह दुव्यम निबंधक घणे क्र २

सह दुव्यम निर्वाधक ठाणे क्र २

MUMBA







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MACROTICE CONSTRUCTION WHATE LIMITED, 12 LIQUONA, AND UPPLEADERS TRANKEL UNITED. 15 LIQUONA, WARD THE PRIVATE LIMITED, 15 LIQUONA, CONSTRUCTION PRIVATE LIMITED. 15 LIQUONA, CONSTRUCTION PROVIDED STRUCKED STRUCK SANK LTD.

Second powers of any property of the property of th ENTERPRISES, 3) M/S. SHREE SANUTH ENTERPRISES, 4) M/S PRANIK LANDMARK ASSOC<mark>GETS/A</mark>lies (छिट्ट) Partnership Firms registered under the Partnership Act, 1932 and having its princip**s** of**dice.ब्रेट रक्कि** Shah and Nahar, Dr.E.Mozes Road, Worlf, Mumbai-400 018 and sales office at Lodha Pavilion, Apolo Mills Compound N.M Joshi Marg, Mahalaxmi, Mumbai-400 011 (hereinafter referred to a "the said Firms")

 (a) The Companies and Firms are engaged in the business of Real Estate and Property
Development and in the course of its said business the said Companies and said Firms
Are constructing various buildings and selling Residential Flats/ Shops/Pungiows in the said Buildings and for that purpose the said Companies and said Firms are entering into Agreements for Sale with prospective Purchasers.

MANUFIC BANK LTD.

Ved From SURENDRAN MAIR ing Amount: 500/-

5101-

For the Customer ACKNOWLEDGEMENT at No.: 210722

Charges : 10/-

(b) We authorized vide Power of Attorney dated.

In order to facilitate the registration before the office of Sub-Registrar of Mumbai and all other States of Maharashta and so demitting the execution of the said Agreement for Sale, we therefore Desirous of appointing Mr. Pandshari Kesarkar, Mr. Early Wandskar, Mr. Sanesh Rawai, Mr. Pramod Sambie and Mr. Anii Palande the Attorney to act on Our behalf in the manner hereinafter appearing. We authorized vide Power of Attorney dated to the base of the base of the Sale Of Residential Flats/ Shops /Bunglows and such other premises as constituted attorney. Holder of said Companies and said Firms and exercise powers and authorities for an on behalf of the Said Companies and said Firms. REGISTRAR SELECTION OF THE SELECTION OF

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that We, Mr. Surendran Nair, Mrs. Marisha Sutari, Mrs. Rutuja oak and Ms. Tejal Engineer of Mumbai, Indian Inhabitant and 400 070 , (2) MR. RAHOL WANDEKAR of Manthal, Indian Inthabitant, residing at Room No. 7. Annawe Buldeng, Chilled Posts, Branana Buldaras Rood, Dater (West), Mumbil 400 023, (3) Mr. Annawes Razardes Grand, Dater (Party), Mumbil 400 023, (3) Mr. Buldenschinter, Brasiling at Houmann away, Frequi Behivos Sewa Sangh, Room No. 4, Motilal Mager, M.G. Road, Coregaon (West), Mumbal 400 00 (4) Mr. Pramod Kamble of Mumbai, indian Inhabitant, Residing, at 8/15, Mata Ramabai Ambedkar Nagar, Dr. E. Moses Road, Worli, Mumbai – 400 018 and [5] Mr. Anil Palande of Mumbai, Indian Inhabitant residing at A – 202 chandresh Enclave, M.O. Nagor, Achole Road, Nailesopara (East), to by my true and lawful substituted Attorners (hereinalter referred to as "the said Attorners") undividuably and severably to ob all or any of the following acts, deeds, matters and things from the said Companies and self-firms that and to behalf of the said Companies and add firms that is to say. in my capacity as Power of Attorney Holders of the said Companies and said Firms doth hereby nominete, constitute and appoint {1} MR. PANDHARI KESARKAR of Mumbai, Indian Inhabitant, Residing at Gafurkhan Chawl, Room No.7, New Mill Road, Sambhaji Chowk, Kurla (West), Mumbai

To holge for registration various. Agreements for sale of Flaty Shops / Plunglows executed by US and behalf of the said Companies and said Firms with Sub-Registrar of Assurances at Mumba and all other States of Make sathra and to admit execution thereof on Our behalf for the said Companies and said Firms by any one of them. We hereby specifically authorize the said Attorneys to attend and appear for Registration and to admit execution of agreements for Sale of Flasty Shops (Punglows and such other premises on behalf of the said Companies and said Firms before the said Sub Registrar of assurances.



- To do all or any other acts, deeds, matter and things for the purpose of effectually gesting the vaid.
  Agreements for Sale of Plats/Stoos/Burgions and such other premises registered with Sub-Registrar of Assurance at Mumbai and for all Stares of Mahanashtra.
- 4. This Power of Attorney is still valid and subsisting till the same is revoked or cancelled by me and/ or the aforesaid constituted attorneys remain in employment in one of the group Companies, Firms and  $\lambda$  or Leased to be constituted attorneys holder of the said Companies and said firms.

5. AND we hereby agree to ratify and confirm in capacity as Power of Attorney Holders off the said Recompanies and said Firms whatever the said Attorneys shall do or cause to be done by virtue of IN WITNESS WHEREOF WE MF, SURENDRAN NAIR, MISS, MARISHA SUTARI MYS. RUTUJA OAK and MS. TETAL ENGINEER, CONSTITUTED ALTOMATIVE AND LOSS TO THE SAID COMPANIES AND SAID FINNS have put



my hands to these presents on

BY and withinnamed MICHAEL LIMITED By and brough its Constituted Autumey Mr. SUECHDRAN MAIS, MRS MANASIAS SOTAR MRS. RUTUJA OAK and MS. TEJAL ENGNER SIGNED SEALED AND DELIVERED

SIGNED SEALED AND DELIVERED

By and through its Constituted Attorney Mr. SURENDRAN MAIR, MRS. MARISHA SUTAR MRS. RUTUIA OAK and MS. IEJAL ENGINEER 87 and withinnamed LODHA DEVELOPERS PRIVATE LIMITED

SIGNED SEALED AND DELIVERED In the presence of

SIGNED SEALED AND DELIVERED

By and through its Constituted Altorney
Mr. Surendban Nair, Mrs. Marisha Sutari
Mrs. Rutula Oak and Ms. Tejal engineer
in the presence of 8Y and withinnamed LODHA HOME DEVELOPERS PRIVATE LIMITED

BY and withinnamed SMTODLS PRIVATE LANTED SyMTODLS PRIVATE LANTED By and through its Constituted Attorney Mr. SUREINBAN MAIR, MRS. MARBISA SUTARI, MRS. RIJTUJA QAR AND MS. TELAL ENGINEER SIGNED SEALED AND DELIVERED

In the presence of

SIGNED SEALED AND DELIVERED BY and withinamed LODHA BUILDCON PRIVATE LIMITED,

By and through its Constituted Attorney hr. SUREMDRAN MAR. MARS. MARISHA SUTARI MRS. RUTUJA DAK and MS. TEJAL ENGINFER In the presence of

SIGNED SEALED AND DELIVERED

SIGNED SEALED AND DELIVERED BY and withinsamed MAA PADMAVATI BUILDTECH PRIVATE LIMITED

By and through its Constituted Attorney
Mr. SURENDRAN MAIR, MRS. MARISHA SUTARI
MRS. RUTULA DAX and MS. TELAL ENGINEER in the presence of

BY and withnessed

LOOMA HEALTHY CONSTRUCTION AND DEVELOPERS PRIVATE LBAITED

PL and through its Constituted Attorney By and through its Constituted attorney Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI MRS. RUTUJA OAK and MS. TEJAL ENGINEER SIGNED SEALED AND DELIVERED

Service of the servic

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By and through its Constituted Attorney Mr. SURENDRAN WAIR, MRS. MARISHA SUTAR! MRS. RUTUJA OAK and MS. TEJAL ENGINEER BY and withinnamed LODHA PRINE BUILD FARINS PRIVATE LIMITED SIGNED SEALED AND DILIVERED

By and through its Constituted Attorney Mr. SURENDRAN NAIS, MRS. MARISHA SUTARI MRS. RUTUJA DAK and MS. TEJAL ENGINEER 8Y and withinnamed M/S. LODHA GROUP OF COMPANIES SIGNED SEALED AND DELIVERED In the presence of .... BY and withinnamed

By and through its Constituted attorney Mr. SURENDRAN WAIR, MAS. MARISHA SUTARI MRS. RUTUJA OAK and MS. TEJAL ENGINEER

SIGNED SEALED AND DILIVERD

By and withinnamed
WIS, SHREE SANATH EVITERRIESS
By and through its Constituted Attorney
MIS, SURPURDAN NARE, MIS, AMARINE SUTARI
MRS, RUTULA QAK AND MS, TELAL ENGINEER

SIGNED SFALED AND DELIVERED

To and withinstaned

LODIAL QUALITY BUILDAKET PRIVATE LIMITED

By and through its Constituted Attorney

Mr. SURENDRAN WAIR, MRS. MARISHA SITA

MRS. RIUTUA OAK and Ms. TEAL ENGRIER

MRS. RIUTUA OAK and Ms. TEAL ENGRIER in the presence of ....

SIGNED SEALED AND DELIVERED 1917 San San

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BY and withinnamed COWTOWN LAND DEVELOMPENT PRIVATE LIMITED

SIGNED SEALED AND DELIVERED

By and through its Constituted Attorney Mr. SUREHDRAN NAIR, MRS. MARISHA SUTARI MRS. RUTUJA OAK and MS. TEJAL ENGINEER

SIGNED SEALED AND DELIVERED



BY and withinnamed LODHA CROWN BUILDMART PRIVATE LIMITED

LODHA IMPRESSION REAL ESTATE PRIVATE LIMITED By and through its Constituted Attorney Mr. SURENDRAN NAIR, MRS. MARISHA SUTAR! MRS. RUTUJA OAK and MS. TEIAL ENGINEER SIGNED SEALED AND DELIVERED

BY and withinnamed SHREENIWAS COTTON MILLS LTD.,

SIGNED SEALED AND DELIVERED



SEGNED SEALED AND DELIVERED BY and withinnamed

SIGNED SEALED AND DELUKTRED

BY and withinnamed
LODHA OVELLERS PRIVATE LIMITED

By and through its Constituted Automey

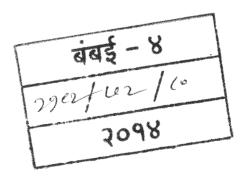
Mr. SUREDRAM NANR, MRS. MARSHA SUTARI

MPS. RUTULA OAK AND MS. TEJAL ENGINEER By and through its Constituted attorney Mr. Surendran Nair, MRS. Marisha Sutari MRS. Rutula Oak and MS. Tejal engineer In the presence of ......









By and through its Constituted Attorney Mr. SURENDRAIN NAIR, MRS. MARISHA SUTARI MRS. RUTUJA OAK and MS. TEIAL ENGINEER LODHA LAND DEVELOPERS PRIVATE LIMITED

SY and withinnamed toOrAN ESTATE PRIVATE LINTED.

By and through its Constituted Attorney
Mr. SUREIORAN MARI, MRS. MARISHA SUTARI
MRS. RUTUJA OAK and MS. TEJAL ENGINEER. SIGNED SEALED AND DELIVERED

SIGNED SEALED AND DELIVERED BY and Withinnamed

BY and withinnamed LODHA BUILDERS PRIVATE LIMITED By and through its Constituted Attorney Mr. SURENDRAN MAIR, MRS. MARISHA SUTARI; MRS. BUTUIA OAK and MS. TEJAL ENGINEER SIGNED SEALED AND DELIVERED REGISTRAR TO STANDED T

By and through its Constituted Attorney hr. SURENDRAIN MAIR, MAS. MAHISHA SUTARI. MRS. RUTULA OAK and MS. TEJAL ENGINEER DY and withinnamed ARIHANT PREMISES PAVATE LIMITED SIGNED SCALED AND DELIVERED

BY and withinnamed LODHA PRIVATE LIMITED By and through its Constituted Attorney Mr. SUREMDRAN NAIR, MRS. MARISHS SUITAR. MRS. RUTUJA OAK and MS. TEJAL ENGINEER SIGNED SEALED AND DELIVERED





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LODHA DEVELOPERS LIMITED
By and through its Constituted Attorney
Mr. SURENDRAN NAIR, MRS. MARSEA SUTARI
MRS. RUTUJA GAR and MS. TEJAL ENGINTER

SIGNED SEALED AND DELIVERED

The and withinismented
UDINA, pinNACIE BUILD TICH PRINATE LIMITED
By and through its Constituted Attorney
Mr. SURENDRAN MAR, MRS. MARSHA SUTARI
MRS. RUTUA OAK and MS. TEML FROMERE n the presence of ....

BY and withinnamed GALAXY PREMISES PRIVATE LIMITED GGMED SEALED AND DELIVERED

By and through its Constituted Attorney Mr. SURENDRAN NAIR, MRS. MAHISHA SUTARI MRS. RUTULA OAK and MS. TEJAL ENGINEER 101 VS

BY and withinnamed MAHAVITE UMITED MAHAVITE BUILD ESTATE PHYVATE UMITED By and through its Constituted Attorney Mr. SURENDRAM PAIP. MRS NARISHA SUTARI HONED SEALED AND DELIVERED n the presence of ...

MRS. RUTUJA OAK and MS. TEJAL ENGINEER In the presence of .... BY and withinnamed NATIONAL STANDARD INDIA LTD IGNED SEALED AND DELIVERED

By and through its Constituted Attorney Mr. SURENDRAN NAIR, MAS. MARISHA SUTARI MRS. RUTUJA DAK and MS. TEJAL ENGINEER. n the presence of ....

88 and withintened
Assimitation and Britishess 100
89 and through its Constituted Attention
Mrs. SURPUDBAN BLAIS. MRS. MASISA SUTAR!
MRS. RUTUA OAK and MS. TEAL ENGINEER
In the presence of:... IGNED SEALED AND DELIVERED





































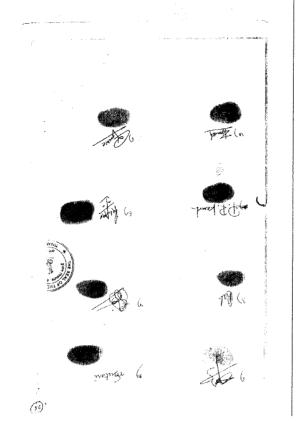


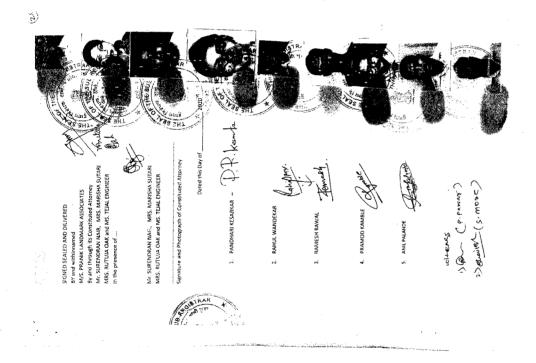




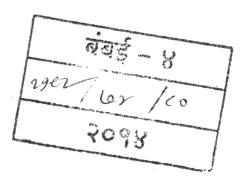


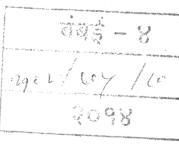


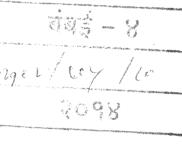












स्रित् असलार् पत्र अत्म कि 231911 8036 जाजा () ज्यो स्वीतिक पायत्व ज्यात्व वाव हता में पुत्र के कि कर्म हता है। में मानी मास्या ज्याद्व मही मानी किन व त्यांच्या मान्ने विल्ला के क्री मानी पार क्रांक्य कर्म रेड्डी क्री क्री मारे समात्व कर्म है स्वाची प्रतिस्त १) मा स्थान देवस् सहाक तह है। एस्ट्री स्थान महाक महाक है। १) म्हा समाद कार्य न्यान है। में क्षीक अहमाद सर्वास्त्रहा में ज्ञीत सुर्व नायर सन्नात ना शुक् गुरुमि मरीमा ज्यारिकामा या भूक ण के निमान बीतिका व्यासक करा है। ज्याने जिल्ली में देशों का शुक्ति भुत्ती पढ़ी केम्पल्य न्यान कर है। 0001/2000

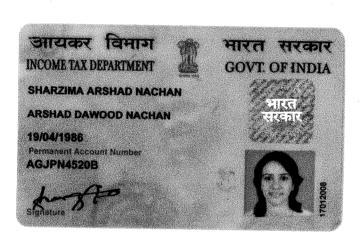
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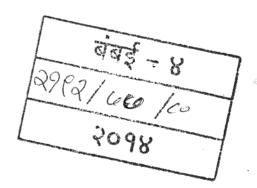


DLD 14-11-2013
\*AUTHORISATION TO DRIVE FOLLOWING CLASS
OF VEHICLES THROUGHOUT INDIA
COV DOI
LMV 28-06-2004

Name : AVINASH TIWARY
S/D/W of: RASHESHWARY SHARAN TIWARY
Add :414, DOSTI DAFFODILS, C WING,
DOSTI ACRES, WADALA(E)
MUMBAI
PIN :400037
Signature & ID of
Issuing Authority: MH01 2013196

Signature/Thumb Impression of Holder





**।॥॥॥॥॥॥** शनिवार,17 मे 2014 10:32 म.पु.

दस्त गोपवारा भाग-।

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दस्त क्रमांक: बवई4 /2192/2014

बाजार मुल्य: रु. 73,54,000/-

मोबदला: रु. 1,61,14,968/-

भरलेले मुद्रांक शुल्क: रु.8,06,120/-

दु. नि. सह. दु. नि. बबई4 यांचे कार्यालयात

्रेश्अ. क्रे. 2192 बर दि.17-05-2014

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पावती:2361

पावनी दिनांक: 17/05/2014

सादरकरणाराचे नाव: शक्तिंमा इम्तियाज मुखरी

नोंदर्शा फी

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सह इस्यम निवंधक, मंबरं-व

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्कः (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेत्यः कोणत्याही कटक क्षेत्राच्या हदीत किंवा उप-खंड (दोन) मध्ये नमुद्र न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का के. 1 17 / 05 / 2014 10 : 14 : 40 AM ची वेळ: (सादरीकरण)

शिक्का के. 2 17 / 05 / 2014 10 : 15 : 41 AM ची वेळ: (फी)

## प्रतिज्ञापत्र

\*सदर दस्तऐवज हा नोंदणी कायवा १९०८ अंतर्गत असलेल्या तर**तुरीनुसारच नोंदणीस** दाखल केलेला आहे. \*उस्तालील संपूर्ण मजनुम, निब्धादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कायवानकार्य अससा सजाराती आहे. \*दस्ताची सत्यता, वैधता कायदेशीर नावीसाठी दस्त विश्वादाय व कवुलाधारक हे संपूर्णपणे जवाबदार सहतील.

लिहुन देणारेः

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iSarita v1.3.0

दस्त गोषवारा भाग-2

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दस्त क्रमांक :बबई4/2192/2014 दस्ताचा प्रकार :-करारनामा

पक्षकाराचे नाव व पत्ता अनु क्र.

> नाव:शर्झिमा इम्तियाज मुखरी पत्ता:प्लॉट नं: ए -विंग, ७०१,, माळा नं: -, इमारतीचे वय :-28 नाव: स्वाती टॉवर्स,, ब्लॉक नं: मुंबई, रोड नं: वर्सीवा यारी रोड, महाराष्ट्र, मुंबई. पॅन नंबर:AGJPN4520B

नाव:लोढा क्राऊन बिल्डमार्ट प्रा.लि. तर्फे कु. मु. 2 सुरेन्द्रन नायर तर्फे कु. मु.अनिल पालांडे पत्ताःप्लॉट नं: २१६,, माळा नं: -, इमारतीचे नाव: शाह आणि नाहर इंड.इस्टेट, ब्लॉक नं: वरळी,मुंबई, रोड नं: डॉ. ई.मोझेस रोड, महाराष्ट्र, मुंबई. पॅन नंबर:AABCL3059L

पक्षकाराचा प्रकार

लिहून घेणार स्वाक्षरी:

लिहून देणार

वय :-49

स्वाक्षरी:-

छायाचित्र

अंगठ्याचा ठसा









वरील दस्तऐवज करुन देणार तथाकथीत करारनामा चा दस्त ऐवज करुन दिल्याचे कबुल करतात. शिक्का क्र.3 ची वेळ:17 / 05 / 2014 10 : 17 : 36 AM

ओळख:-

खालील इसम असे निवेदीत करतात की ते दस्तऐवज करुन देणा-यानां व्यक्तीशः ओळखतात, व त्यांची ओळख पटवितात

अनु पक्षकाराचे नाव व पत्ता क्र.

नाव:प्रताप शंकर सातवेकर - -वय:30 पत्ता:वरळी,मुंबई पिन कोड:400018

स्वाक्षरी

छायाचित्र

अंगठ्याचा ठसा









नाव:अविनाश तिवारी - -वय:28 पत्ता:दोस्ती एकर्स वडाळा मुंबई **पि**त् कोड:400037

atts:17 / 05 / 2014 10 : 18 : 31 AM

क्रिकेट:17 405 / 2014 10 : 18 : 41 AM नोंदणी पुस्तक 1 मध्ये

EPayment Details.

**Epayment Number** sr.

Defacement Number

iSarita v1.3.0

## MH000562777201415S

2192 /2014

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प्रमाणित करण्यात येते की

दिनांक

17 MAY 2014

। हे. दुस्यम निबंधक, **मुंबई शहर-४**