otioniquOllsnighO म्रुट: कं गिष्टिंग Mee: neaA

मानती

3907\056 \$202, 10 linqA,ysbnoM

1:33 PM

4<u>502∖</u>40∖10 :कांम्झी

टेम्९७ :.कं किमाम

गावाचे नाव: तुंगवा

दन्दाग्रेवजाचा अनुक्रमांक: करल3-7406-2024

दस्तएवजाचा प्रकार : करारनामा

सादर करणाच्याचे नाव: सबरीनाथ गोपाळकृष्णन नाबर

₹ 30000,00 ± 2000,00

कि किर्डीत

कि गिळाठाडु 535

पृष्ठांनी संख्या: 100

a. 32000.00 ₹

:णकुग

सह. दुस्सम निवंधक

आपणास मूळ दस्त ,थंबनेल प्रिंट,पूर्ची-२ अंदाजे 1:53 PM ह्या देळस मिळेल.

\_\_\_\_\_

मोबदला *६* 16733531/-वाबार मुख्यः *६* 12468345.25 /-

भरतेने मुद्रांक शुक्क : ह. 1004200/-

1) हेयकाचा प्रकार: DHC रक्कम: क.2000/-कियानादेशार्प ऑर्डर क्रमांक: 0424013904617 हितांक: 01/04/2024

वैकेचे नाव व पना: ८) देशकाचा प्रकार: eChallan रक्कम: रु.30000/-

4\$0\$\40\r0 :कांम्झे M4\$\$\$0\$3\$\$\$0HM :कांमक र्ग्डॉफ म्रीकी क्षित्र 01\04\2024

दुक्षे नाव व पदा:

Troug



### (5-175) कोमिसी मेण्ड हाम ह .स रिक्ट

## वस्यासीबय इंग्लाय आलेली सूची-२

मुज्यांकनासाठी विकासत केवनीलाः :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it. मुद्रांक शुल्क आकारताना निवडणेला अनुच्छेद :- (i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

	<del> </del>
	<del></del>
153531	
62.25	(3) बाजारभाव(भाडेपटरयाच्या बाबतिनपटराकार आकारणी देनो की परटेदार ने नमुद करावे)
में से संदेश से स्वाह से स्वाह है से स्वाह से	,णS1 (माध्यमस्) कांमका <i>ष</i>
उन्होंम.री <del>व</del>	.5 (1 क्लिंग क्लिस कारण देश हैं। क्लिंग क्लिंग क्लिंग हैं। हैं हैं। हैं।
ावः-लासेन अँड दूबो नि तर्फे प्राधिकृत व्यक्त के हरीश कुमार तर्फे मुख्यरथार दिपक प्रधान बयः-62; परााः तः ऑफिस, माळा सं: -, इमारतीचे नावः एल अँड टी हरुकस,वेलोड इस्टेर, ब्लॉक नंः मुंबई, रोड यंः एत. गम. मार्ग, महाराष्ट्र, मुंबई, मिल कोडः-400001 मेंन नं:-AAACL0140P	(४) डस्तारेवज करून देणा-या/जिहून ठेवणा-याः ।): न नहासाचे नाव किंवा दिवाणी स्पाधालपाचा ज्योर
ाव:-सबरीनाथ गोपाळकृष्णत नायर वय:-50; पदा:-प्लॉट न: सदीनका नं.1201/डी बिंग, माका ते: -, तीचे नाव: सन श्रीस्टी, ब्लॉक नं. पवई, मुंबई, रोड नं. साकी विहार रोड, महाराष्ट्र, मुम्बई. 400072 पंन नं:-ACLPN3715C 400072 पंन नं:-ACLPN3715C मिर्ग भीस्टी, ब्लॉक नं: पवई, मुंबई, रोड नं: साकी विहार रोड, महाराष्ट्र, भुष्यई. ' मिन कोड:-400072 पंन नEPD1444A	प्रदेशणी ज्यायानयाच्य हुकुमनामा किंवा आदेश इमार असल्याम,प्रतिवादिचे नाव व पत्ता 2): इ नाव:
4/2024	
3000 Mary 18 2000	
OCT THE FURTHER OF THE PROPERTY NUMBERS OF THE PROPERT	3000 कन्त्र भावाप्रमान में देवणी शुल्क
	T519(41)

८.क् िम्र

नोर्ट्गी : Rega:63m

4402\202\9047 : कोमक क्रम्

8 ਜ਼ਿक੍ .ਜਿ.ਟੁ ਨੁਸ਼ : ਜਖ਼ਹਜੀ ਸਘਣ

#### Payment Details

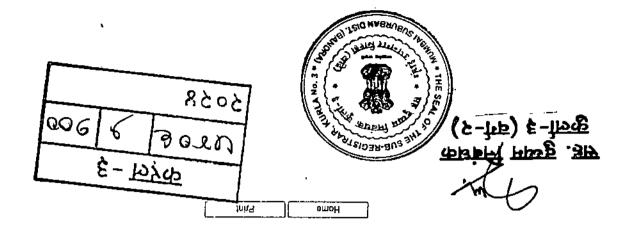
sr.	Purchaser	Туре	Vertification no/Vendor	GRN/Licence	(Amount	Used At	Deface Number	Deface Date
1	LARSEN AND TOUBRO LTD	eChallan	03006172024032800819	MH018286766202324M	1004200,00	\$D	0000013354202425	01/04/2024
2		DHC		0424013904617	2000	RF	0424013904617D	01/04/2024
3	LARSEN AND TOUBRO LTD	eChallan	·	MH013286766202324M	30000	RF	0000013354202425	01/04/2024

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]





			7	=B2:12468345.25	
		0 + 0 + 0 + 0 + 0	+ 0 + 0 + 0 + 0 + 0 + 0	= 11755488.5 + 0	
			t+1+H+D+H+B+	= V + B + C + D +	
क्रिका ह	- + दरीत गम्मीवे मून्य + बेट्सिन कारता वाहरूम + मिकाव	मजता क्षेत्र मूल्य + लगतन्या गब्दीचे मूल्य 1 गीवतीच्या खुल्या जागेचे भूल्य + बंदिस्त	म्ह्रीमोंड्रेर्स + फ्रेंस् विध्ययक्त + प्र प्रियम इ + फ्रेंस् विकार महाव छि		—— फ्रा्रुम मित्रींध प्रहीका
_			•	91,4,01,16 e,=	Applicable Rules
			Fs.712856.75/-		
		( 001/	13.94 * ( 204550.5 * 25		म्जूम व्याका म्ब्राव १५५ हो
			एड:11755488.5/- १:94चीरस मीटर		हिं किळित नजान १३० छि
			72,72 * 022402		
		हि निकक्त	में + ५५ एजुम गिमप्र छिठ		म्जूम विकिकती स्था
		•	-,0224550√.≥A =		
		(100 / 100 ) +(052	-((504220-107		
()	- स्वकेवारी )+ खुल्पा जिस्नीचा दः	विस्ता व्यमिनीया दर ) • यसा-वानिसार <u>•</u>	<u>१५७५५</u> क् <u>री</u> (छ)))=	ने वी. मीटर मूत्यदर	 वसा-यानुसार भिककतीचा प्रति
		-/0554023	100% - Poply to rate	=	ज्ञाक∖उष्ट प्रानुसी ार्जलम
<del>-</del>	-/S	प्रता है। स्टर दर = Rs.204550.5			प्रामृहाहर्ष्ट र्वाप्टरक्य
		मीटर मूत्सदर) * 105 % ).	्री <u>र तीप (इतिक</u> ळान् )) =		
•				enstructed after o	ale Type - First Sale ale/Resale of built up Prope
			४स्या सन्तेख -	Above 2 hector	-इड़ि चिम्नक
		100fl dit no fin illoor	<u> મનવદ્યા</u> -	भाहे	इवाहन सुविधा-
Rs.30250/-	- ५५ १५। समान	. PP <u>1</u> 010	मिळकदीचे वर्ष-	िओर सी भी इस्ट्रेस	-१४७ क्रीफि हामाकाओ
<b>नि</b> शिक्	-प्राकप्र विकिच्छिम्	निवासी सदनिका	मिळक्ततीचा वापर-	<b>५</b> 5ाम सर्भांचर≉.९८	<b>िड़ीाम मिाहड़े विधां</b> (qU Niu8)ह्छे माकशं
४स मीटर	<u>후</u> 01810	743210 16	223710	. 018	
कक्रय विप्तमामण	म् कार्गाञ	हि निक्र	<u>कार्य</u> ाशय	क्ति इस मि	ब्ह्रे नीमरूकि
	<del></del>				प्रक्त मृत्य दर <u>तक्</u> यानुसार
		•		।।#प्रक्रमे .सप्र.टि.सी	: कोमक भू: म् प्रकर्म हैंग
	•		असवेत्या मिककती.		ागित्री म्जूर प्र
				किक् - कार्ग्ट-रा।	गामधि म्जू
				, (ਸਾਜ਼ਮਨ)ਫ਼ੈਙ <u>ਸ</u> ਼ਿ	1376
			<u>-</u> -	707 <del>4</del>	े वर्ष
£1:62:10,4202 linqA	10	( घरितंच - हिर्मित्र)		202404011658	OI noisen



. • . . . ~<del>~</del>\ ~ ^ • . . . . . . • . . .



#### CHALLAN MTR Form Number-6

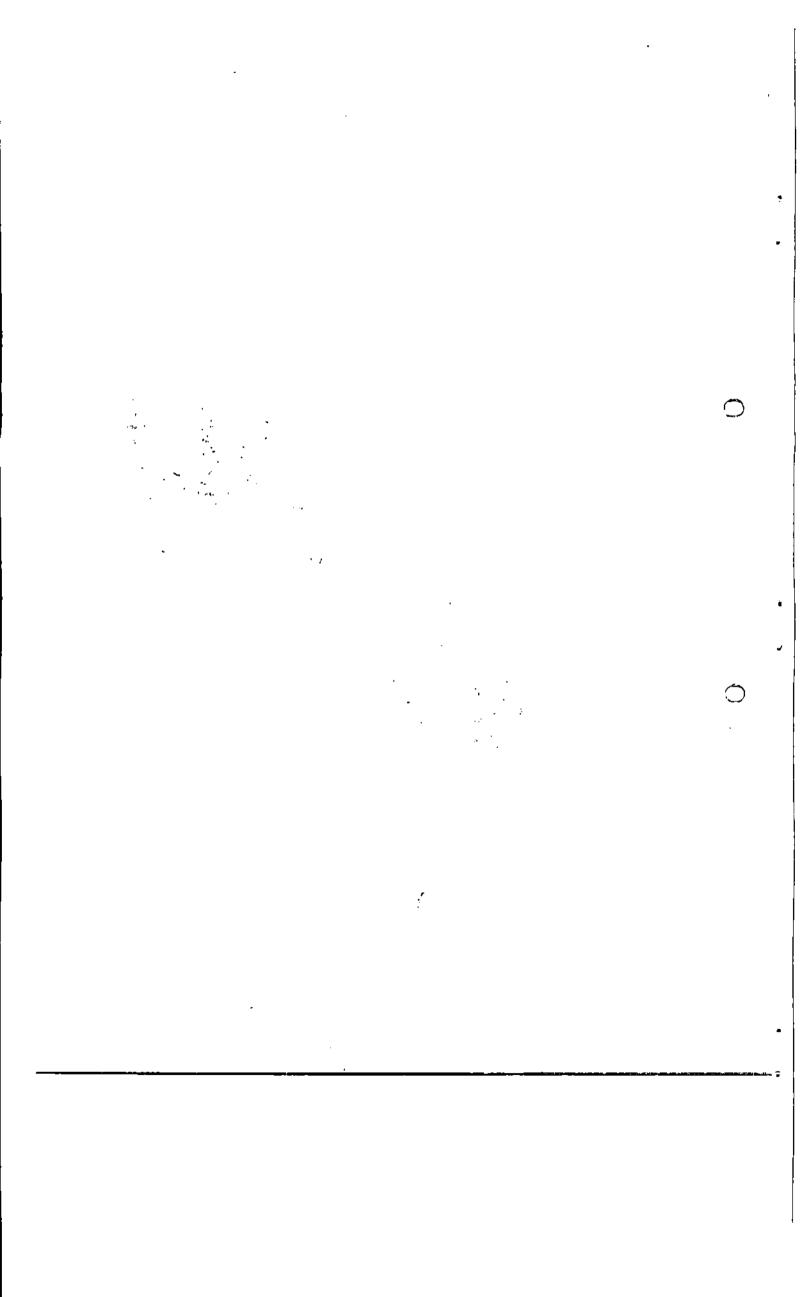


GRN MH018286766202324M	BARCODE	BARCODE IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII			Date	28/03/2024-11	:42:21	Form (D	25.2
Department Inspector General Of Registration				Payor Details					
Stamp Duty  Type of Payment Registration F	-00		TAX ID / TAN (if Any)						
Typa of Payment Togistation 1			PAN No.(If	Applicat	ble)				_
Office Name KRL2_JT SUB RE	EGISTRAR KURL	A NO 2	Full Name		Ī	LARSEN AND TOUBRO LTD			_
Location MUMBAI			]			/			
Year 2023-2024 One 1	rime -		Flat/Block No. FLAT NO. S001 TOV		OWER 1	ZA VERIDIAN			
_			Premises/	Building	,	MERALD ISLE			
Account Head D	Petalis	Amount in Rs.			_				
0030045501 Stamp Duty		1004200.00	Road/Stre	et	S	SAKI VIHAR ROA	AD POV	VAJ	
0030063301 Registration Fee		30000.00	Aroa/Loca	lity	N	MUMBAJ			_
•			Town/City	/District					
			PIN				4	0 0	0 7 2
			Remarks (	f Any)					<u> </u>
	<u> </u>		SecondPar	tyName:	=SAB	RINGTHE		NAN NAIR	
<u></u>	-		Uroe 2 900				,		
					, u		-	<u></u>	-
		O.SECIE.		िर	0:	58			
	THE STATE	AN FEGISTAR AN TUR	Amount In	Ten L	akh T	hirty Four Thous	sand Tw	o Hundred	Rupees O
Total	A SE	0,34,200.00	Words	nfy					
Payment Details PUNJAB NA EQNAL BANK			FOR USE IN RECEIVING BANK						
Chequ	o-DD De NIE	Tranta faret 35	Bank CIN	Ref. No	<b>)</b> .	0300617202403	280081	9 280324	M1292271
Cheque/DD No.		SUBURBAN DIST.	Bank Date	R81 Da	ite :		8:10	Not Veri	fied with R81
Name of Bank				Bank-Branch PUNJAB NATIONAL BANK					
Name of Branch			Scroll No. , Date Not Verified with Scroll						

Department (D : Mobile No. : 0000000000 NOTE:- This challan is valld for document to be registered in Sub Registrar office only. Not valid for unregistered document. सदर चलन केवळ दुख्यम निबंधक कार्यालयात नोदंणी करावयाच्या दस्तासाठी लागु आहे. नोदंणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

Angie

& Nois



#### **Contents**

- 1. THE RECITALS FORM PART OF THE AGREEMENT:
- 2. CONSTRUCTION:
- 3. AGREEMENT AND PAYMENT:
- 4. OUTGOINGS:
- 5. PROPERTY TAXES:
- 6. BUILDING PROTECTION DEPOSIT:
- 7. COMPLIANCE OF LAW BY PROMOTERS:
- 8. TIME IS OF THE ESSENCE:
- 9. DISCLOSURES TO THE ALLOTTEE:

#### 9.1 TITLE:

#### 9.2 APPROVALS:

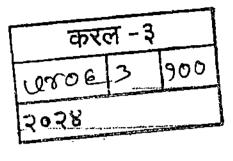
- 10. FIXTURES, FITTINGS, AMENITIES AND COMMON AREAS:
- 11. FLOOR SPACE INDEX PROMOTER:
- 12. RIGHTS AND ENTITLEMENTS OF THE PROMOTER:
- 13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:
- 14. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:
- 15. OBLIGATIONS OF THE ALLOTTEE/S:
- 16. COVENANTS OF THE ALLOTTEE/S:
- 17. ANTI-MONEY LAUNDERING:
- 18. POSSESSION OF THE SAID APARTMENT, FORCE MAJEURE:
- 19. PROCEDURE FOR TAKING POSSESSION:
- 20. FAILURE OF ALLOTEE/S TO TAKE POSSESSION OF THE SAID APARTMENT:
- 21. DEFECT LIABILTY PERIOD:
- 22. NO LIABILITY OF PROMOTERS FOR DEFECTS CAUSED DUE TO REPAIR RENOVATION BY ALLOTTEES:
- 23. DEFAULT AND CONSEQUENCES THEREOF:
- 24. SOCIETY / ASSOCIATION AND APEX:
- 25. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:
- <u>26.</u> <u>BINDING EFFECT:</u>
- 27. ENTIRE AGREEMENT:
- 28. STAMP DUTY AND REGISTRATION:
- 29. SEVERABILITY:
- 30. FURTHER ASSURANCES:
- 31. PLACE OF EXECUTION:
- 32. NOTICES AND JOINT ALLOTEE/S:
- 33. NOMINEE:
- 34. <u>INDEMNITY:</u>
- 35. DISPUTE RESOLUTION AND GOVERNING LAWS:
- 36. GENERAL PROVISIONS:

#### **SCHEDULES**

THE FIRST SCHEDULE: (Description of the said Larger Land)

THE SECOND SCHEDULE: (Description of the said Land)

THIRD SCHEDULE: (Description of the said Apartment)







B. Nais

## FOURTH SCHEDULE

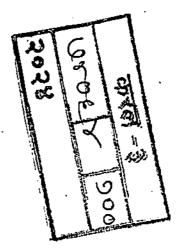
# FIFTH SCHEDULE: (Description of the Apartment Facilities)

## SIXTH SCHEDULE

- Description of the Common Areas And Facilities And Amenities and
- ii. The Key Common Areas and Amenities:

# LIST OF ANNEXURES





Anais And

#### AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("this Agreement") made at Mumbai on this 15 day of APRIL , 2024

#### BETWEEN

LARSEN AND TOUBRO LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at L&T House, N.M. Marg, Ballard Estate, Mumbai 400001 and having its Corporate Office at A. M. Naik Tower, L&T Campus, Gate No. 3, Jogeshwari - Vikhroli Link Rd, Powei; Mambai 400,072, hereinafter referred to as "the Promoter" (which expression shall, unless it be repugnant of the Companies of the ONE PART;

AND

Mr. Sabrinath Gopalkrishnan Nair, PAN ACLPN3715C, Mrs. Savita Sabrinath Nair, PAN AFFPD1444A, having its registered office/place of business/ residing at 1201/D Wing, Sun Shristi, Saki Vihar Road, Powai, Mumbai - 400072, Maharashtra, India, hereinafter referred to as the "Allottee/s" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual or individuals, his, her or their respective legal heirs, executors and administrators and permitted assigns; in case of a body corporate, its successors and permitted assigns; in case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns; in case of a Hindu undivided family, the karta and the members/coparceners for the time being and from time to time of the undivided family and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns; in case of a trust, the trustees for the time being and from time to time of the trust and the survivors or survivors of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns) of the OTHER PART.

- A. The Promoter has been in possession of and entitled and enjoined land admeasuring 1,46,679.80 sq.mtrs, ("Total Land") out of which 9,134.60 sq. mtrs was handed over for road and the balance 1,37,545.20 sq. mtrs (hereinafter referred as "the Larger Land") is more particularly described in the FIRST SCHEDULE hereunder written. Copy of the plan delineating the said Larger Land is annexed hereto and marked as ANNEXURE "A";
- B. The chain of title of the Promoter to the Larger Land (as defined herain below) has been annexed hereto and marked as ANNEXURE "B" (Chain of Title).
- C. The copy of Certificate of Title issued by the Advocate of the Frontoter has been an extended as ANNEXURE "C".
- D. The Promoter has converted, from and out of the said Larger Land, a partiest of land bearing City Survey Nos.117-B (Pt), 117-A (Pt) and 117-C for residential/mixed use, vide MCGM permission no. TP/LO/Z-1/90 dated 19<sup>th</sup> May 2016, by the Executive Engineer (D.P) E.S.;
- E. The Total Land comprises of (i) 43,053.99 Sq.mtrs. designated for Information Technology Park (hereinafter referred to as "L&T Business Park"); (ii) setback 5,486.10 sq. mtrs.; (iii) handed over/ to be handed over 9,134.60 sq. mtrs. and 2,285.68 sq. mtrs each for road widening, (iv) 43.01. sq. mtrs not in possession; (v) to handover Amenity Open Space ("AOS") admeasuring 9,004.53 sq. mtrs. to the MCGM as per the terms and conditions of the above said permission dated 19<sup>th</sup> May 2016 of the Executive Engineer (D.P) E.S.; (vi) developed 2,008.73sq.mtrs as medical centre; and (vii) 666.60 sq. mtr. form part of new DP Road; and (viii) the balance is 74,996.56 sq.mtrs.
- F. The Promoter is developing land admeasuring 74,996.56 sq. mtrs., (which includes land used/to be used for three consumer sub-stations aggregating to 325 sq. mtrs and one distribution sub-station

Jan :

Quais 3

A. Nair

In 331.25 sq. lates, with lease and/or easement rights given/to be given to Tata Power), in phases, and is intending to construct thereon mixed used development including residential and/or commercial / retail / IT / TLS towers/buildings (hereinafter referred to as the "the said Land"), which is more particularly described in the SECOND SCHEDULE hereunder written), alongwith various common amenities and facilities, as may be sanctioned by the concerned authorities, from time to time, in accordance with the building rules and regulations and bye-laws of the MCGM/ State Government/ or any other competent authority and such other laws, rules and regulations as may be in force at present and/or at any time hereafter and also subject to such terms and conditions as may be imposed by the MCGM/ State Government/ or any other competent authority. A copy of the sanctioned layout for the said Land is annexed hereto and marked as ANNEXURE "D".

**9 60**.

in the first base of construction of the said Land, the Promoter has constructed residential towers being 11 on a lin the second phase-A, the Promoter has constructed/ is constructing residential towers namely 50 T10, T15 and T16, out of which the Promoter has obtained occupation certificate for the promoter of the said Buildings defined hereunder. The Promoter shall construct the remaining residential towers including the said Buildings defined hereunder. The Promoter shall construct the remaining residential for the said Land, in further phases, in the said Land, in further phases, in the said Land, in further phases, in the said Land, in the proposed layout (subject to suitable modification from time to time), which a native testitude development for the said Land, is annexed hereto and marked as ANNEXURE "E". The Promoter shall be entitled and be at liberty to carry out construction/development of the remaining towers on the said Land, in such manner as the Promoter may deem fit and proper, as per its' sole discretion, provided the Promoter shall not make any change in the location, area and dimensions of the said Apartment sold to the Allottee/s. The entire project comprising of residential and/or commercial/retail/towers/buildings, the common areas and other facilities and the medical centre on the said Land, shall be known as the "EMERALD ISLE PROJECT".

- H. The approved plan for the Emerald Isle Project provides for a common layout wherein certain infrastructural and other common areas and facilities, including, podium, gardens and other open areas, club house, pathways/roads, entrance gates, drainage pipes, electricity sub-stations, water connections, sewage treatment plants (STPs), borewell, parking, water harvesting, etc., for common use of development of the Emerald Isle Project.
- By and under a Commencement Certificate issued by the MCGM, the Promotor has been given the permission to commence the construction / development of the said Project. The said Commencement Certificate is annexed hereto and marked as ANNEXURE "F".
- J. Tower T1 (referred to as Building no. 1 in the IOD) is a signature/premium tower having exclusive, separate and independent amenities and facilities viz., a club house, swimming pool, etc., which will be used exclusively by the occupants of the tower T1 only. The occupants of tower T1 shall also, interalia, be entitled to the access and use of other common amenities and facilities of the Emerald Isle Project.
- K. The present approved layout provides for a right of access/way of 12 mtrs. width, through the said Land, from Saki Vihar Road to the AOS.
- L. This Agreement is in connection with constructing, marketing, sales, etc. the following towers on the said Land, subject to receipt of requisite approvals, in accordance with the plans, height, designs and specifications as approved by the MCGM/concerned local authority, from time to time, which shall be hereinafter referred as the "said Project/the Real Estate Project" and named as "Veridian at Emerald Isle" with each building in the Project is referred to as "the said Building";

RERA Project	Podium	Stilt	Plinth	Upper floors incl Fire Check	
				(Upto)	
Veridian at Emerald Isle 12A and 12B	2	1	1	18	

M. The Promoter has registered the said Project under the provisions of the Real Estate (Regulation & Development) Act, 2016 ("the Act") with the Real Estate Regulatory Authority at Maharashtra

No.

grais 4

& Moin

(MahaRERA), Konkan Division, Mumbai Suburban district n registration is annexed hereto and marked as ANNEXURE "G";

さゅろれ

N. The Allottee has applied to the Promoter for allotment of an apartment more da in the THIRD SCHEDULE hereunder written, in the said Project, being constructed on the said tand in the Project ("the said Apartment");

- O. The Promoter has entered into a standard agreement with Architect, registered with the Council of Architects and such agreement is as per the agreement prescribed by the Council of Architects. The Promoter reserves the right to change the Architect at the sole discretion of the Promoter;
- P. The Promoter has appointed Structural Engineer for the preparation of the structural design and drawings of the buildings and the Promoter accepts the professional supervision of the Architect and the Structural Engineer, till the completion of the building/s in the Project. The Promoter reserves the right to change the structural Engineer at the sole discretion of the Promoter;
- Q. The Promoter has sole and exclusive right to sell the apartments/units in the sald Project/entire Emerald Isle Project, constructed/to be constructed by the Promoter parties and and to enter into agreement/s with the allottee(s)/s of the apartments and local experience are consideration in respect thereof: respect thereof;
- R. The Promoter has given inspection, to the Allottee, of all the locuments, o the said Land and the plans, designs and specifications prepared by the granique. vevor, and Architect, and of such other documents as are specified Regulations made thereunder;
- 5. The Allottee has, prior to the date hereof, examined a copy of the Registration Certificate, in detail, through his/her/its Advocate and Planning and Architectural Consultants. The Allottee has agreed and consented to the development of the said Project. The Allottee has also examined all the documents and information uploaded by the Promoter on the website of the MahaRERA, as required by the Act and the Rules thereunder, and has understood the documents and information, in all respects thereof.
- T. The copies of Property Register Card showing the nature of the title of the Promoter to the Said Land, on which the apartments are constructed or are to be constructed, have been annexed hereto and marked as ANNEXURE "H";
- U. The copies of the plans and specifications of the said Apartment, agreed to be purchased by the Allottee, as sanctioned/approved and/or being sanctioned/approved by the local authority, are annexed hereto and collectively marked as ANNEXURE "I";
- V. The Promoter has got some of the approvals from the MCGM/concerned local authority(s) to the plans, specifications, elevations, sections of the building/s and shall obtain the balance approvals, including approval for commencement of construction, from various authorities, from time to time, so as to obtain the Building Completion Certificate or Occupancy Certificate of the said Project; The Allottee/s is aware that all the relevant plans, approvals, etc. are uploaded on the RERA website of the said Project. The Promoter has shown to the Allottee(s), all the relevant plans approvals, plans, etc. and the Allottee/s has satisfied with the same;
- W. The Promoter has accordingly commenced construction of the said Project, in accordance with the approved/sanctioned and/or being approved/sanctioned plans;
- X. The carpet area of the said Apartment is more particularly described in the THIRD SCHEDULE hereunder written, and "carpet area" means the carpet area, as defined in RERA;
- Y. Prior to the execution of these presents, the Allottee has paid to the Promoter a sum more particularly described in the FOURTH SCHEDULE hereunder written, being part payment of the Consideration (defined hereinbelow) of the said Apartment, agreed to be sold by the Promoter to the Allottee, as advance payment or Application Fee (the payment and receipt whereof the Promoter doth hereby admit and acknowledge) and the Allottee has agreed to pay, to the Promoter, the balance of the Consideration, in the manner hereinafter appearing;

As per the Act, the Propograms required to execute a written Agreement for Sale of the said (Approprient, with the Allottee, being in fact these presents and also to register said Agreement under the Registration Act, 1908;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Apartment alongwith ancillary areas (if applicable) alongwith car parking space/s more particularly described in the THIRD SCHEDULE hereunder written. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

1. THE BECKEN'S FOR THE AGREEMENT:

करल -३

White are all it is a straightful form an integral and operative part of this Agreement as if the same were set ditand incorporated verbatim in the operative part and to be interpreted, construed and

#### 2. CONSTRUCTION:

SVBURBAN D

2.1 The Promoter shall construct the said Building/Project, subject to receipt of requisite approvals, as selected in the below mentioned table, on the said Land, in accordance with the plans, height, designs and specifications as approved by the MCGM/concerned local authority, from time to time.

RERA Project	Podium	Stilt	Plinth	Upper floors incl Fire Check(Upto)
Veridian at Emerald Isle 12A and 12B	2	1	1	18

Provided that, the Promoter shall have to obtain prior consent, in writing, of the Allottee/s in respect of variations or modifications which may adversely affect the said Apartment of the Allottee, except any alteration or addition required by any Government authorities or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s, for which no consent of the Allottee/s is/are required.

- 2.2 The Allottee/s is/are aware that, subject to obtaining of requisite approvals from the concerned authorities, the Promoters shall have right to increase the floors/residential levels above the residential floor of the Building more particularly stated hereinabove, for which the Promoters have the right to register with RERA the apartments/units above residential floor more particularly stated hereinabove, either as a separate real estate project or as a part of the Real Estate Project, and the possession/completion date of such separate real estate project may be at a different date. The Allottee/s give the explicit consent to the Promoters for the development/construction of such additional floors/residential levels above the residential floors of the Building more particularly stated hereinabove, either as a separate/independent real estate project/ new phase or as part of the Real Estate Project with the separate timelines to complete the same in terms provisions of RERA, and the Allottee/s agree, confirm and undertake that the Allottee/s shall not raise any objection in this regard, at any time.
- 2.3 It is clarified that the current layout as sanctioned and disclosed to the Allottee/s may be subject to minor changes or revisions as per the requirements of the Architect or Engineer of the Project or as may be required by the concerned local authority/the Government, and/or as final ultimately be approved and/or amended and sanctioned by the Municipal

6 Anaig

& Nair

Corporation and/or other bodies and/or authorities concerned or such other alterations which may be made, and the Allottee/s hereby give their consent for the same. Provided however, that the Promoters shall be permitted to make such variations/amendments to the layout/plans/building plans as may be permitted under the make such variations, without the

900

consent of the Allottee/s.

#### 3. AGREEMENT AND PAYMENT:

- 3.1. The Allottee/s hereby agree/s to purchase from the Promoter, the Promoter hereby agree to sell to the Allottee/s, apartment more particularly stated in THIRD SCHEDULE (hereinafter referred to as "the said Apartment"). The Allottee/s has/have applied to the Promoter for allotment of the said Apartment. The said Apartment is more particularly described in the THIRD SCHEDULE hereunder written and hatched in red colour as shown in the Floor Plan thereof hereto annexed and marked as ANNEXURE "J" for the consideration more particularly stated in the FOURTH SCHEDULE (hereinafter referred to as "the Consideration") exclusive of GST and other applicable taxes. Along with said Apartment, ancillary area (if applicable) more particularly mentioned in the THIRD SCHEDULE ("the said Ancillary Area") shown on the Plan at ANNEXURE "hatched in blue colour has been provided. The amenities, fixtures, fixtures, fixtures appreciately to the said Apartment are more particularly described in the FIF HOSCHEDULE hereunder written ("Apartment Facilities"). The nature, extent and descriptor of the complete area and Facilities And Amenities and (b) The Key Common Areas and Amenities which are more particularly described in the SIXTH SCHEDULE hereunder written.
- 3.2. The Allottee/s is further desirous of using car parking space at the Lorect at eding to the aforesaid request of the Allottee/s, and pursuant to the aforesaid request of the Allottee/s and the Promoter, the Promoter has agreed to allocate to the Allottee/s without any additional consideration the right to use car parking space(s) more particularly stated in THIRD SCHEDULE exclusively for the use of the Allottee/s's own vehicle and/or for parking guests/visitors' vehicle of such Allottee/s and for no other purpose whatsoever, and the exact location and identification of such car parking space/s in the common area of basements/podium/stilt will be finalized by the Promoter only upon completion of the Real Estate Project in all respects ("the said Car Parking Space"). The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the use of the said Car Parking Space by the Promoter, from time to time. It is clarified that the Promoter has provided a mandated reserved area of car parking for the visitors/guests of the allottees of the Project.
- 3.3. The Allottee/s has/have paid on or before execution of this Agreement, a sum more particularly mentioned in FOURTH SCHEDULE (not exceeding 10% of the Consideration) as earnest money or application fee ("Earnest Amount") and hereby agree/s to pay to the Promoter the balance amount of the Consideration more particularly in FOURTH SCHEDULE payable by the Allottee/s strictly in the manner and as per the payment instalments mentioned in FOURTH SCHEDULE ("Payment Plan")
- 3.4. The Allottee/s shall pay the above Consideration into the bank account more particularly stated in FOURTH SCHEDULE as agreed between the Promoter. Such Consideration towards the said Apartment shall be paid in instalments, in accordance with the progress of the construction of the Building and in the manner as set out in the clause 3.3 above as well as FOURTH SCHEDULE, time being the essence of the contract. The Promoter shall issue a notice/demand note to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Building as detailed in clause 3.3 as well as FOURTH SCHEDULE (the payment at each stage is individually referred to as "the Instalment" and collectively referred to as "the Instalments"). The payment of the corresponding instalment (as per the Payment Plan) shall be made by the Allottee/s within 15 (fifteen) days of the Promoter making a demand for the payment of the Instalment, time being the essence of the contract. A notice/ intimation forwarded by the Promoter to the Allottee/s that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed.

Anou

Q. Nair

Alloges/s on the Cass of achieving certain milestones, then irrespective of the proposed date on which such milestone was to be achieved, as per proposed schedule of progress disclosed to Allottee/, the amount shall become payable by the Allottee/s on the date on which such milestone is actually achieved. The Promoter shall be entitled to construct the Building/Project faster and complete it earlier than what is disclosed as the proposed schedule of progress and in such scenario the Promoter reserves the right to change/ revise the payment instalment schedule and accordingly, the Allottee/s shall be obligated to make the balance payment of the Consideration as per the revised payment schedule.

3.6. The Consideration shall be paid only to the Promoter or its notified bank(s) and all payments shall be made by way of demand drafts/ pay orders/ cheques/ RTGS/ ECS/ NEFT, in the name more particularly stated in FOURTH SCHEDULE which is the bank account as agreed between the Promoter (hereinafter referred to as "the Bank Account"). In case of any financing arrangement entered by the Allottee/s with any bank / NBFCs/financial institution with respect to the purchase of the said Apartment, the Allottee/s undertakes to direct such bank / NBFCs/financial institution to, and shall ensure that such bank/NBFC/ financial institution does disburse / pay all such amounts due and payable to the Promoter through an account payee cheque / demand draft / pay order / wire transfer drawn in yauset the account of the Promoter mentioned hereinabove. Any payments made in avour of the count of the said Apartment. The Allottee/s shall satisfy the Promoter either the tis banker's commitment or in such other manner as shall be determined by the Projecter with regard to the security for the payment of each Instalment of the Consuleration. Fire Promoter shall be entitled to change the account (as set out not make the payment of the promoter shall be entitled to change the account (as set out not make the payment of the promoter shall be entitled to change the account (as set out not payment of the p payments of the amounts under this Agreement shall be made by the Allottee/s and / or ioresaid financial institution in such new account. Such written notice shall be effective only if it is issued jointly by the Promoter and signed by both of them. If such bank/NBFC/financial institution defaults in disbursing/paying the sanctioned amounts or part thereof and/or reduces the eligibility of the loan as sanctioned or part thereof as payable to the Promoter in the manner detailed in the FOURTH SCHEDULE hereunder written, then the Allottee/s agree(s) and undertake(s) to pay such amounts to the Promoter in the manner detailed in the FOURTH SCHEDULE hereunder written, otherwise, the same shall be construed as a default on the part of the Allottee/s and the Promoter shall be entitled to exercise the provisions of Clause 24.2 herein below. The Allottee/s further agree(s) and confirm(s) that in the event the Allottee/s enter(s) into any loan/financing arrangement with any bank/NBFC/financial institution, then such bank/NBFC/ financial institution shall make/release the payments, from the sanctioned loan, towards the Consideration directly to the bank account of the Promoter, based on the payment schedule as described herein, upon receiving the demand letter/notice from the Promoter addressed to the Allottee/s and to the bank/NBFC/financial institution.

- 3.7. The Consideration payable in instalments in accordance with Clause 3.3 above as well as FOURTH SCHEDULE excludes Taxes (consisting of tax paid or payable by the Promoter by way of Goods and Service Tax (GST), and Cess or any other taxes and/or cesses which may be levied, in connection with the development and construction of and carrying out the Project ) up to the date of handing over the possession of the said Apartment to the Allotee/s, all of which shall be borne and paid by the Allottee/s alone. Any and all taxes, including GST, Stamp Duty, and any tax, levy or imposts etc. arising from sale or transfer of the said Apartment to the Allottee/s or the transaction contemplated herein shall be borne and paid by the Allottee/s alone.
- 3.8. The Allottee/s shall deduct tax at source ("TDS") from each instalment of the Consideration and any Other charges as required under the Income tax Act, 1961 and any applicable law. The Allottee/s shall duly cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 within the time stipulated under the Income Tax Act, 1961. In the event of any loss of tax credit to the Promoter due to the Allottee/s's failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoter from the Allottee/s. The Allottee/s agrees and undertakes to pay all such taxes, as may be applicable, in present and future, in respect of the said Apartment. The Allottee/s hereby

Jan 1

Anois

a Wain

indemnify and shall keep indemnified, the Promoter of all claims to press penalty and charges towards GST and / or any other charges/ axes, as may be introduced by the Government and / or the Local Bodies and the Allottee's pipil (De Cole ly liable to pear and pay the same, as and when called upon to do so, by the Promoter. The Allottee's agrees and confirm that in the event of delay / default in making payment of the TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoter under this Agreement, the Promoter shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and the Allottee/s shall forthwith pay the adjusted amount due and payable by the Allottee/s to the Promoter.

- 3.9. Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoter. It will be the sole discretion of the Promoter to appropriate any amounts received from the Allottee/s towards the payment of any Instalments of the Consideration or any amount that may be owed by the Allottee/s to the Promoter.
- 3.10. The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority /Local Bodies/Government from time to time and the Allottee/s training REGS to proportionate share, as demanded by the Promoters. Further the Promoter under the air and agrees that while raising a demand on the Allottee/s for increase in developing agrees, but for levies imposed by the competent authorities etc., the promoter are encloses the said notification/order/rule/regulation published/issued in that behalf the training with the demand letter being issued to the Allottee/s, which shall and be applicable on subsequent payments.
- 3.11. The Allottee/s hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional development charges for layout conditions and fulfilment thereof and the same shall be borne and paid by the Allottee/s alongwith the other Allottee/s in the Project and the Promoter shall not be responsible or liable to pay the same.
- 3.12. The Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and/or incidental charges in connection with the documents to be executed for the sale of the said Apartment including on this Agreement all of which shall be borne by the Allottee/s, in addition to the Consideration.
- 3.13. The Promoter may allow, in their sole discretion, a rebate for early payments of equal instalments payable by the Allottee/s by discounting such early payments more particularly stated in the FOURTH SCHEDULE for the period by which the respective Instalment has been preponed (rates to be determined by the Promoter in their sole discretion). The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee/s by the Promoter.
- 3.14. The Promoter shall confirm the final carpet area that has been allotted to the Allottee/s after the construction and development of the Building is complete and the occupancy certificate in respect thereof is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent) or such other larger percentage provided under applicable laws. The Consideration payable for the carpet area shall be recalculated (if required) upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the abovementioned variation cap, then the Promoter shall refund the excess money paid by the Allottee/s within forty-five (45) days with annual interest at the rate specified under the RERA/RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoter shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments

. .

9 Grain

a Nave

shall be made at the same rate per square meter as agreed in clause 3.1 of this Agreement.

For the purpose of this clause, the term "carpet area" shall have the same meaning as described high ct. However, notwithstanding the foregoing, it is expressly clarified that no adjustment will be made to the Consideration if the difference between the actual carpet area of the Said Apartment and the carpet area mentioned under this Agreement is less than or equal to 3% (three percent).

- 3.15. The Allottee/s authorize/s the Promoter to adjust/appropriate all payments made by him/her/it/them under any head(s) of dues against lawful outstanding, if any, in his/her/its/their name/s as the Promoter may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his/her/its/their payments in any manner. The amount/s paid by the Allottee/s to the Promoter shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding instalments towards the Consideration in respect of the said Apartment, cheque bounce charges (if any), then any administrative expenses and lastly, towards consideration/outstanding dues in respect of the said Apartment.
- 3.16. The Promoter have agreed to sell to the Allottee/s and the Allottee/s has/have agreed to account from the Promoter the said Apartment on the basis of the carpet area only and the consideration agreed to be paid by the Allottee/s to the Promoter agreed on the basis of the carpet area of the said Apartment.

Promotet has specifically informed the Allottee/s that in case, any inquiry is raised by statistics for Government or Semi-Government Authority or agency or Revenue Authorities in any other statutory authority pertaining to the amount paid by the Allottee/s to the Browner, then the Allottee/s shall be liable to provide the source of the amount paid by has allottee/s to the satisfaction of such authorities or agency. The Allottee/s hereby indemnify/ies the Promoter and continue/s to keep the Promoter indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or agency or Revenue Authorities or any other statutory authorities for any amount paid by the Allottee/s either from his/her/its/their own account or made through third party. In the event the Allottee/s is/are not able to satisfy the statutory authorities about the source of the payment made to the Promoter then, the Promoter shall be entitled to withhold the possession of the said Apartment or exercise the option to terminate this Agreement.

3.18. The Promoter shall be entitled to securitize the Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in favour of any persons including banks/NBFCs/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Consideration and other amounts payable by the Allottee/s under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee/s shall be required to make payment of the Consideration and other amounts payable in accordance with this Agreement, in the manner as intimated.

#### 4. **OUTGOINGS:**

4.1. (a) On and from the Handover date as referred in clause 19.1 hereinbelow, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of Outgoings including local taxes, betterment charges or development tax or security deposit for the purpose of providing the provision for water connection, provision for the drainage connection and/or provisions for the electricity connection and any other charges of similar nature or such other levies by the concerned local authority and/or Government and also including charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and maintenance charges, charges and fees payable to any third party/agency engaged by the Promoter as per this clause and all other expenses necessary and/or incidental to the management and maintenance of the said Land / Emerald Isle Project and/ or the Project (collectively referred to as "the Outgoings"). In determining such proportionate share of the Allottee/s in the Outgoings the discretion of the Promoter shall be conclusive and binding upon the Allottees/s. Until the

M

Grain 10

& Now

Society /association for individual Project and/or Building(s) (herehafter & referred to as "the Association") is formed and the said structure of the Building (excluding basements and podiums) is conveyed/transferred/assigned/sub-leafor to the Association, the Allottee/s shall pay to the Promoter, the Outgoings

- (b) The Allottee/s shall pay Adhoc Maintenance Charges as mentioned in the Fourth Schedule hereunder, to the Promoter ("Adhoc Maintenance Charges"): Upon handow r of charge of the common areas of the Building to the Society/Association, the Allottee/s shall pay the monthly / quarterly maintenance charges to the Society/Association, as applicable, at that time.
- (c) Further, the Aliottee/s shall keep deposited with the Promoter an amount as mentioned in the Fourth Schedule hereunder, towards "Refundable Deposit". The Adhoc Maintenance Charges and the Refundable Deposit shall remain with the Promoter/s and shall not carry any interest.
- (d) Notwithstanding anything contained hereinabove, until the handover of charge to the Society/Association, the Allottees shall continue to pay the monthly maintenance charges to the Promoter and/or its nominee. Notwithstanding anything contained hereinabove, until the handover of charge to the Apex Body and/or conveyance of the said Land/Development Land to the Apex Body, the respective Society/Association shall continue to pay the monthly maintenance charges to the Proposite/Laga Entity.
- continue to pay the monthly maintenance charges to the Propose Factory.

  (e) The Promoter shall be entitled, at its sole discretion to entarge therefores of any third party service provider(s) for the purpose of maintenance and management of the amenities and common areas forming part of the Emerald Isle Promoter and project (or any part thereof) on such terms and conditions as the Promoter may deem. The decision of the Promoter in this regard shall be binding on the Allottee's are costs charge fees and expenses for availing such services from the third party forming part of the Quitoings shall be payable by the Allottee's. It is clarified that the Promoter way lates see discretion) charge the Outgoings proportionately to the Allottee's or to the Association or the Apex Body.
- 4.2. The Allottee/s shall on or before delivery of possession of the Apartment keep deposited with the Promoter ("Other Charges"), certain amount more particularly stated in FOURTH SCHEDULE (hereinafter referred to as the said "Other Charges").

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

- 4.3. The Allottee shall make payment towards formation and registration of the Society as well as Apex Body and for meeting all legal costs, charges and expenses including professional costs of the Advocates of the Promoter in connection with preparation of the conveyance/lease deed etc., it being agreed that the Promoter shall not be required to give details of these expenses;
- 4.4. The Promoter shall maintain a separate account in respect of sums received by the Promoter from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Society / Association / Apex Body or towards the out goings, and shall utilize the amounts only for the purposes for which they have been received.

#### 5. PROPERTY TAXES:

Until formation of society/Association, the Property Tax as determined from time to time, shall be borne and paid by the Allottee/s on and from the Handover Date, separately from any of other consideration / levy / charges, etc. After formation of the society/Association, the property tax as determined from time to time, shall be borne and paid by the society/Association. The said amount shall be paid by the Allottee/s or the society/Association (as the case may be) on or before 30<sup>th</sup> April of each financial year, based on the estimate provided by the Promoters/facility management

1

Mary Mary

grain a Nai

or 12 society/Association fail to make the property tax on or before 30th April of each financial year, the Allottee/s and/or the society/Association shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5% (five per cent). The Promoters shall not be responsible for any penalty / delay / action on account of such property tax and/or the society/Association.

#### 6. BUILDING PROTECTION DEPOSIT:

- 6.1. The Allottee/s shall, pay to the Promoter, the Building Protection Deposit, if applicable as may be determined by the Promoter at the time of possession of the said Premises.
- 6.2. The Building Protection Deposit shall be returned to the Allottee/s after completion of fitout / interior work by the Allottee/s, if any, and subject to the possession policy and permissible changes policy of the Promoter.

The Allottee's hereto agrees and acknowledges that, in order to claim the return of the said score with the promoter about completion of the said Apartment. On receiving this notification, the Promoter representatives / nominees shall inspect the Apartment, 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 Allottee's the possession policy and policy on permissible changes policy then the Building Protection Deposit shall suppose the possession policy and policy on permissible changes policy then the Building Protection Deposit shall suppose the protection Deposit shall s

- 6.4. In the event any violations are observed by the Promoter's representatives / nominees then the same shall be intimated to the Allottee/s and the Allottee/s shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his/her/its cost and risk.
- 6.5. In the event the Allottee/s fails to do the same, then the Promoter shall get the same rectified at cost and risk of the Allottee/s. The Allottee/s shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.
- 6.6. The Promoter / facility management agency shall be entitled to get the said cheque and deposit the same for recovery of the amount. The Allottee/s 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 Allottee/s hereto provides unconditional and irrevocable consent to the Promoter to insert date on the cheque, as per its sole discretion and the Allottee/s 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 Allottee/s, the Promoter / facility management agency shall raise bills / invoices on the Allottee/s and the Allottee/s undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Allottee/s refrains from paying the additional amount, the same shall be adjusted from the common area maintenance charges duly paid by the Allottee/s and shall be reflected as arrears and shall be claimed from the Allottee/s by the society/ Association, at the time same is formed.

#### 7. COMPLIANCE OF LAW BY PROMOTERS:

The Promoter hereby agrees to respectively observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over

gnair 12 & Nain

possession of the said Apartment to the Allottee/s, obtain from the concerned local authority Occupancy and/or Completion Certificate in respect of the said Apartment/Project

#### 8. TIME IS OF THE ESSENCE:

Time is essence for the Promoter as well as the Allottee/s. The Psomoter shall abide by the time schedule for completing the Project and handing over the said Abartment to the Allottee/s and the structure of the Building (excluding basements and podium) to the Association within three months from the date of issuance of the Occupancy Certificate for the Building or within one month from the registration/constitution of the Association (whichever is later), as the case may be. Similarly, the Allottee/s shall make timely payments of the Instalments as provided in Clause 3.3 herein above and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter.

#### 9. DISCLOSURES TO THE ALLOTTEE:

The Allottee/s agree(s), declare(s) and confirm(s) that,-

#### 9.1 TITLE:

The Allottee/s has/have satisfied himself/herself/itself/themselves about the fire of the Promoter to the Larger Property/the said Land and the entitlement of the Promoter to develop the Larger Property/the said Land. The Allottee/s shall not be entitled to surther in a tigate the title of the Promoter and no requisition or objection shall be raised on allothed the title of the Promoter and no requisition or objection shall be raised on allothed the title of the Promoter and no requisition or objection shall be raised on allothed the promoter and the promoter a

#### 9.2 APPROVALS:

- 9.2.1 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the approvals and permissions issued in respect of the development of the said Land, the said Larger Land.
- 9.2.2 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the drawings, plans and specifications in respect of the said Tower, the said Land, the layout thereof, the layout of the Project, IOD, CC, building plans, floor plans, designs and specifications, common areas, facilities and amenities (including as mentioned in the SIXTH SCHEDULE hereunder written).
- 9.2.3 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the internal fixtures and fittings to be provided in the said Apartment, as listed in the FIFTH SCHEDULE hereunder written and undertakes that the Allottee/s shall not raise any objection in respect thereof hereafter.
- 9.2.4 The Allottee/s has/have satisfied himself/herself/itself/themselves with respect to the designs and materials for construction of the buildings/structures on said Land and undertakes that the Allottee/s shall not raise any objection in respect thereof hereafter.
- 9.2.5 At present, the Promoter estimates that the full and maximal development potential of the Larger Property may permit utilisation of the full development potential on the Larger Property. The aforesaid development potential may increase during the course of development of the said Land/ the said Larger Land, and accordingly, the Promoter shall be entitled to all such increments and accretions thereto.
- 9.2.6 The Promoter currently envisages that the Project included Amenities, shall be provided in the layout of the Project and the Property. Whilst undertaking the development of the Project and the Larger Property to its full and maximal potential, there may be certain additions/modifications to the Project included

13 Anail

A. Nair

Amenities and/or relocations/realignments/re-designations/ changes, and the Allottee hereby consents and agrees to the same.

UNOE 9E 1900

२०२४

I'me Allottee/s has/have carried out his/her/it's/their independent due diligence and searchin respect of the development of the said Project, the said Land, the said Larger Lar and the Project being undertaken by the Promoter and pursuant thereto, find no inconsistency in the development/construction of the said Project, the said Land, the Project and the Larger Property, and also in compliance of applicable laws including but not limited to the Act/DCR.

#### 10. FIXTURES, FITTINGS, AMENITIES AND COMMON AREAS:

10.1 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided in the Apartment with particular brand, or price range (if unbranded) to be provided by the Promoter in the Building and the Apartment are as set out in the FIFTH SCHEDULE hereunder written. In the event of such fittings/amenities of the said specifications are not available in the market wherefrom other materials are procured, the Promoter may provide fittings/ amenities of similar brand or make or as close to the said specifications as the circumstances may permit or their near substitutes.

The facilities, amenities and services ("Amenities") and common areas specified in the SIXTH SCHEDULE hereunder written shall be made available to the Allottee/s on a non-exclusive basis in a phase wise manner on such terms and conditions as may be applicable. It is clarified that the Allottee/s shall not be entitled to any other amenities other than those array additional the FIFTH SCHEDULE hereunder written. In case there are any additional distribution of the Promoter whose decision shall be final and binding. The romater shall, post issuance of possession demand letter, take steps to provide access to public utilities including water. However, the Promoter shall not be responsible for large apply and/or delays on the part of utility provider/s. The Promoter shall, and however have alternate arrangements to provide uninterrupted potable water, for initial sugardant authority/utility provider does supply water, whichever is earlier. Location of Amenities, if indicated on the Project

11. FLOOR SPACE INDEX PROMOTER:

Layout, is tentative and subject to change.

11.1 The Promoter hereby declares that the Floor Space Index (FSI) required for said Project is 118'44.98 sq. mtrs. (including base FSI already sanctioned) and the Promoter has planned to utilize Floor Space Index of 11844.98 sq. mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulations for Greater Mumbai or based on expectation of increased FSI, which may be available in future on modification to Development Control Regulations, which are applicable to the Emerald Isle Project. The Promoter has disclosed the Floor Space Index of 11844.98 sq. mtrs. as proposed to be utilized by the Promoter on the said Project and the Allottee has agreed to purchase the said Apartment based on the proposed construction and sale of apartments to be carried out by the Promoter by utilizing the proposed FSI, and on the understanding that the declared proposed FSI shall belong to the Promoter only. The Promoter shall also be entitled, and/or reserve the rights, to increase the floors/residential levels of the said Project beyond the floors/ the residential levels more particularly stated hereinabove, subject to the approvals from the Authorities, with option to either make the increased floors as part of the Project or register the floors beyond the floors/ the residential levels of Buildings more particularly stated hereinabove as separate project, and the Allottee/s shall not have or raise any objection for the same. The Promoter shall utilize the remaining FSI available from time to time, on the said Land anywhere on the said Larger Land. The Promoter shall also be entitled to avail TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future in case of modification to the Development Control Regulations, which are applicable to the Project. The Promoter shall utilize the remaining available FSI that may

No.

Onais 14 & Noise

become available anywhere on the said Larger Land. The Promoter shell had available on payment of premium and future FSI and / or FSI available of maximum extent possible on the said Larger Land. The enhanced, future and estimated/projected/envisaged FS promitoro FSJ, d yelopme development rights certificates, transferable development rights and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights, benefits and of the flating rights of any nature whatsoever, and by whatever name called, arising out of and/or available in respect of the said Larger Land including fungible FSI, additional FSI, special FSI, compensatory FSI, incentive FSI, paid FSI, that is, or may be, available, or acquired, under any applicable law, or otherwise howsoever, and/or arising pursuant to and/or by way of hand over and/or transfer, to any Governmental Authority or persons, of any reservations or any part/s of the said Larger Land. The use of FSI shall be at the discretion of the Promoter and be distributed and apportioned. and utilized in respect of the said Larger Land. The FSI that may be generated on account of increased FSI due; to change in Development Plan/ Development Control Regulations, government policy etc. shall also be used by the Promoter as deem fit and proper in respect of the said Larger Land as a separate phase, without affecting the Project.

- 11.2 It is agreed that if the FSI as disclosed is not consumed in full in the construction of the Building/ Project and if before the transfer of the said Land to the Apex Body, any further construction on the said Land is allowed in accordance with the Rules and Regulations of the local competent authority, then the Promoter would be entitled to put up additional or other constructions in accordance with this Agreement and the RERA and without any hindrance by the Allottee/s and to sell the additional premises thus available on ownership basis or in any other manner and to receive and appropriate the price in respect thereof.
- The Promoter shall be entitled to consume additional FSI available under the Development Control Regulations or by any special concession granted to the Total Corporation and/or any other authority in respect of the FSI available in let of any respirations on the said Land. The Promoters shall be entitled to any increased/actional followhich may be available, in future, in respect of the said Land as may be permitted by under the applicable laws.

#### 12. RIGHTS AND ENTITLEMENTS OF THE PROMOTER:

- 12.1 It is expressly agreed that the rights of the Allottee/s under this Agreement are only restricted to the said Apartment agreed to be sold by the Promoter to the Allottee/s, and all other apartments shall be the sole property of the Promoter and the Promoter shall be entitled to sell and dispose of the same without any reference or recourse or consent or concurrence from the Allottee/s in any manner whatsoever.
- The Allottee/s hereby grant/s his/her/its/their irrevocable authority, permission and consent to the Promoter that save and except the said Apartment the Promoter shall have the sole and absolute right and authority and shall be entitled to deal with, sell / allot or otherwise dispose of all the other apartments and portion or portions of the Building, including the open spaces, terrace/s, parking spaces, lobby, forming part of the said Land and to permit the same to be utilized for any purpose. The Promoter shall be entitled to obtain change of user thereof at their discretion, so long as no harm, loss, injury or prejudice is caused to the Allottee/s and/or his/her/its/their rights to the said Apartment.
- 12.3 The Allottee/s hereby agree/s and confirm/s that the Promoter shall be entitled to complete the development of the said Land and/or the said Larger Land in a phase wise manner and that the Allottee/s shall not raise any objection or claim with respect to the development of the said Land and/or the said Larger Land. The Allottee/s agree/s and confirm/s that a part of the driveway may not be available for use by the Allottees of the Project, as the Promoter may access the same for carrying out future development on the said Land and/or the said Larger Land and may barricade a part of the driveway for safety purposes. The Allottee/s shall not raise any objection or claim with respect to the development of the

Mary Cong.

Quai

& Nais

SUBURBAN

करल -३

add and and/or the said Larger Land. The Promoter ensure that the driveway provided as

The Allottee/s shall not interfere in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities recreation facilities and/or any other common facilities or the amenities to be provided in the Project / the Development.

- 12.5 The Promoter shall be entitled to make variations in the amenities and specifications, relocations, water, power, sewage, other service and utility connection, facilities and underground water tanks, pumps, recreation areas and their dimension as the Promoter deem fit and as permitted under the relevant statutory rules and regulations and as per applicable laws.
- 12.6 The Promoter shall have the right to designate and allot any space in the said Larger Land /the said Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services (including without limitation, electricity and telecommunication related services) availed by the allottees of all apartments and occupants of the Building.

12 moter shall also be entitled to designate/allot/lease any space in the said Larger toned the said Land to the Maharashtra State Electricity Distribution Company Ltd, [MSEGEL] or I dani Electricity Mumbai Ltd or the Bombay Electric Supply and Transport Sertaking (BST) or The Tata Power Company Limited (TATA) or such other entity as the company appoint for the purpose of installing a power sub-station with a view to designated by ces may be given to the relevant service provider either on leave and license designated by cess may be given to the relevant service provider either on leave and license designated spaces even after the said Land is transferred to the Apex Body.

- 12.8 It is expressly agreed that the Promoter shall always have a right and be entitled to put a hoarding/s on the said Land/ Building//the said Larger Land including on the terrace and on the parapet wall of the Building and the said hoarding/s may be illuminated or comprising of sign/neon sign etc and for that purpose the Promoter are fully entitled to and authorized to construct or allow temporary or permanent construction or erection for installation either on the exterior of the Building or on the said Land/ the said Larger Land as the case may be and further the Promoter shall be entitled to use and allow third parties to use any part of the Building and the said Land/ the said Larger Land for installation of cables, satellite, communication equipment, cellular telephone equipment, radio, turnkey equipment, wireless equipment etc. The Allottee/s agree/s not to object or dispute the same. It is expressly agreed by the Allottee/s that the Promoter, at their discretion, are entitled to transfer, assign and/or deal with or dispose of their rights under this clause to any person or persons.
- 12.9 The Promoter shall be entitled to put up appropriate signboards in the said Land/ the said Larger Land or any part thereof and to publish advertisements and other literature and notices relating to the development schemes and the construction of the Building and/or sale of the Building and apartments in the newspapers and other media.
- 12.10 The Promoter shall be entitled to construct site offices/sales lounge on the said Land/the said Larger Land and shall have the right to access the same at any time without any restriction whatsoever irrespective of whether the said Land Land or any portion thereof is conveyed/ assigned to the society/ Association/ Apex Body and shall continue until the said Land and/or entire said Larger Land has been developed.
- 12.11 As and when the circumstances may require or the Promoter may deem fit, the Promoter may introduce safety and security measures for protection of the Building, their occupants

giail gian

& Nair

and their property, which shall be adhered to by the Allottee/s. These safety measures may be introduced by the society/ Association, as and when formed:

The Promoter shall have a first lien and charge in respect of the Apartment if such that the Allottee/s has/have made full and complete payment of all menies parable and this Agreement. In case the Allottee/s obtain loan in respect of the Apartment from the bank and/or any financial institution, the bank and/or financial institution shall have paripassu charge towards the amount released by the bank and/or financial institution are for towards the balance amount payable by the Allottee/s towards the toan.

- 12.13 The Promoter may at any time assign or transfer in whole or in part their rights and obligations in respect of the Project as per applicable laws.
- 12.14 The Allottee/s declare/s that he/she/it/they shall not have any objection to the Promoter creating a mortgage or charge of the Project/Project Land/Building in favour of any bank or financial institution or any other person. Provided that the mortgage shall be cleared by the Promoter at their own expenses and it will not affect the rights or interest of such Allottee/s. For the purpose of availing any loan in respect of the Project, the Promoter shall be entitled to create such security as they may deem fit including creation of a charge over the receivables from the Project.
- The Promoter may complete any part, portion or floor of the Building and obtain part Occupation Certificate and give possession of apartment/s therein to the allottee/s of such apartments and the Allottee/s herein shall not be entitled to faise any spection thereto. If the Allottee/s take/s possession of the Apartment in such part we completed Building part or portion or floor and the Promoter or its agents or contractors shall carry on the generalining work with the Allottee/s occupying his/her/their Apartment, their the Allottee/s shall not object to, protest or obstruct in the execution of such work.
- 12.16 The Promoter have the sole and absolute authority regarding any contracts, arrangements, memoranda and/or writings executed for the Project including appointment of any agency, firm or corporate body or person or any other society or association to maintain and manage, control and regulate the Building or other such buildings in the Project including power and authority to collect the said outgoings, charges and other amounts for such period from the date of the Occupation Certificate of the Building or the Project as the Promoter may determine, for such consideration and on such terms and conditions as the Promoter may deem fit. With regard to the appointment of such external agency for management and maintenance the Allottee/s shall pay such charges and outgoings proportionate to their share and in accordance with the applicable laws.
- 12.17 The Promoter shall be entitled to call upon the Allottee/s to satisfy the Promoter either through the Allottee/s's banker's commitment or in such other manner as may be determined by the Promoter, with regard to the Allottee/s's financial and other capabilities to pay the Consideration amount, taxes, other charges and all other amounts as per the Agreement to the Promoter and to complete the sale and transfer of the said Apartment.
- 12.18 In the event of the Promoter having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Allottee/s to the Promoter in proportion to the carpet area of the Apartment or otherwise as may be determined by the Promoter and non-payment of the same, shall constitute a breach of this Agreement.
- 12.19 Pursuant to conveyance of the habitable floors of the Building i.e. structure excluding the basements, stilts and podiums, in favour of the society/Association, society/Association shall be responsible for the operation and management and/or supervision of the Building (excluding the basements, stilts and podiums), in accordance with the provisions of this Agreement, the Allottee/s shall extend necessary co-operation and shall do necessary acts,

A Company

A nois

4. Noir

でかくで一ろ しかのと deeds, matter, things as may be required in this regard in accordance with the provisions of this Agreement.

Persuant to conveyance of the Property to be Transferred to the Apex (as defined hereinafter), in favour of the Apex Body, the Apex Body shall be responsible for the operation and management and/or supervision of the common areas of the Property to be Transferred to the Apex, in accordance with the provisions of this Agreement, the Allottee/s shall extend necessary co-operation and shall do necessary acts, deeds, matter, things as may be required in this regard in accordance with the provisions of this Agreement.

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

Motice/s is/are fully aware that the said Land /the said Larger Land is under levelopment as a "layout proposal" and further residential/commercial development is being some constructed on the remaining portion of the said Land / the said Larger Land Promoter or its assigns and the Allottee/s has/have no objection in regard to the same. The Promoter shall also be entitled to make changes to the plans and layout of the said Land/said Larger Land, including changes to the type of buildings, height of buildings, change in the name of the Project/buildings, amenities (including the Amenities), common areas, general lay out, etc. and the Allottee/s irrevocably consents to all such changes. The Promoter shall also be entitled, and/or reserve the rights, to increase the floors/residential levels of the said Buildings beyond the floors/ residential levels more particularly stated hereinabove, subject to the approvals from the Authorities, with option to either make the increased floors as part of the Project or register the floors beyond the floors/ residential levels of the said Buildings as separate project, and the Allottee/s shall not have or raise any objection for the same. The Promoter shall be entitled to construct multiple buildings having maximum permissible height by way constructing multiple floors on the balance portion of the said Larger Land/the said Land. For future development the layout of the said Land/ said Larger Land may be modified/revised/amended without requiring the consent of Allottee/s and/or society/ Association of Allottee/s. The Allottee/s does hereby give his/her/it/their irrevocable consent for further development / construction of additional buildings by the Promoter and persons claiming through them on the Larger Land/the said Land (including all changes thereto as mentioned above or otherwise) as contemplated by Section 7 and 7A of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Rules framed thereunder and/or section 14 of the Act.

- 12.23 In addition to the above, the Promoter may complete any wing, part, portion or floor of the Building / Residential Buildings along with part amenities & facilities, and obtain occupancy certificate/and obtain part Occupation Certificates and give possession of the said Apartment to the Allottee/s hereof and the Allottee/s shall not be entitled to raise any objection thereto. If the Allottee/s take/s possession of the said Apartment in such partly completed wing, part or portion or floor, the Promoter or its agents or contractors shall carry on the remaining work with the Allottee/s occupying his/her/their/its Flat. The Allottee/s shall not object to, protest or obstruct in the execution of such work, even though the same may cause any nuisance or disturbance to him/her/them;
- 12.24 The Promoter reserves the right to use the vehicular access road/pathway and/or part of the access road/pathway on the ground floor/level of the Project/said Land/said Larger land and also the driveway of the parking/non-tower area on the Development Land, for the entry/exit of construction vehicles/other heavy vehicles, for completing the balance development of the Development Land and the Allottee/s shall not object, protest, dispute

A nais

& Wair

the same and/or cause any obstruction/hinderance for the use of the said acces road/driveway by the Promoters, at any point in time

13. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represent and warrant to the Allottee/sax follows

- 13.1 The Promoter has the requisite rights to carry out development upon the said Land as declared in the title report annexed to this Agreement and also have actual, physical and legal possession of the same for the implementation of the Project;
- 13.2 The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;
- 13.3 The Promoter represents and warrants that there are no encumbrances upon the Project or said Land except those disclosed in the title report and as disclosed to the MahaRERA under RERA on its website;
- The Promoter represents and warrants that there are no litigations pending before any Court of law with respect to the Project or said Land except those disclosed to the MahaRERA under the RERA on its website:
- 13.5 The Promoter represents and warrants that all approvals literaces and termies issued by the competent authorities with respect to the Project, the said Land and Building are valid and subsisting and have been obtained by following out process and purple; all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, the said Land and Building shall be obtained by slavying due process of law. The Promoter has been and shall, at all times, remain to be in comparable laws in relation to the Project, the said Land, Building and common areas;
- 13.6 The Promoter has the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- 13.7 The Promoter has not entered into any agreements for sale or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 13.8 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- 13.9 At the time of execution of the conveyance deed of the structure to the society/Association, the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Building (excluding basements and podiums) to the society/Association. It is clarified that those common areas and the Property that are to be handed over to the Apex Body shall be held by the Promoter and shall be handed over to the Apex Body upon its formation in accordance with the timeline mentioned hereunder;
- 13.10 The Promoter have duly paid and shall continue to pay and discharge their respective undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities;
- 13.11 The Promoter represents and warrants that no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said Land) has been received or served upon the Promoter in respect of the said Land, except those disclosed in the title report and as disclosed to the MahaRERA under the RERA on its website.

19 19 19

& Nais

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

REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:

The Aliottee/s represent/s and warrant/s to the Promoter that:

- 14.1 He/she/it/they\_has/have not been prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- 14.2 He/she/it/they has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be;
- 14.3 No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;
- 14.4 None of his/her/its/their assets/properties is attached and/or no notice of attachment has been received under any rule, law regulations, statute etc.;
- 14.5 No notice is received from the Government of India (either Central, State or Local and/or for his/her/its/their involvement in any money any illegal activity and/or is declared to be a proclaimed offender and/or a will fact a grant land against him/her/it/them;

executions or other similar process is issued and/or levied against him/her/it/them of against any of his/her/its/their assets and properties;

etshe/i/they/has/have not compounded payment with his/her/its/their creditors;

He/sne in they has/have not been convicted of any offence involving moral turpitude intenced to imprisonment for any offence not less than 6 (six) months;

- 14.9 He/she/it/they is/are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the said Land and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments.
- 14.10 The Allottee/s is/are in a good financial position to pay the Consideration and the installments in the manner as stated in this Agreement without any delay or default and shall as and when called upon by the Promoter shall provide such security as may be required by the Promoter towards the payment of the Consideration and the Installments.

#### 15. OBLIGATIONS OF THE ALLOTTEE/S:

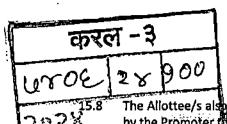
- 15.1 The Allottee/s hereby agree/s and confirm/s that the Consideration shall be paid in accordance with the Instalments payable by the Allottee/s under these presents on the due dates (time being of the essence of this Agreement), without any delay or default and any default by the Allottee/s in this regard shall entitle the Promoter to enforce default remedies as set out hereunder.
- 15.2 The Allottee/s shall use the said Apartment or any part thereof only for residential purpose. He/ She/It/They shall use the garage or parking space only for purpose of keeping or parking his/her/its/their car or parking the car of his/her/its/their guest/visitor, if any.
- 15.3 The Allottee/s along with other allottee/s of apartments in the Building shall join in forming and registering the society/Association as mentioned in this Agreement and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the society/Association and for becoming a member, including the bye-laws of the proposed society/Association and duly fill in, sign and return to the Promoter within seven days of the same being forwarded by the Promoter to the Allottee/s, so as to enable the Promoter to register the common society/Association of allottee/s(s).

Grain 20

A. Wain

- At the time of registration of conveyance of the structure of the Building the Allottee/s shall pay to the Promoter, the Allottee/s's share of stamp duty and registration charges payable, by the said society/Association on such conveyance or any document or instrument of transfer in respect of the structure of the Building. At the time of registration of conveyance of the Property, the Allottee/s or his/her/its society/Association shall pay to the Promoter, the Allottee/s's share of stamp dutyland registration of harges havable, by the said Apex on such conveyance or any document of instrument of transfer in despect of the said land to be executed in favour of the Apex Bodt.
- The Allottee/s shall be entitled to avail of a loan from a bank financial institution and to mortgage the said Apartment by way of security for repayment of the said loan to such 15.5 bank/financial institution only with the prior written consent of the Promoter. Subject to the Allottee/s complying with its/his/their obligations hereunder, the Promoter shall grant its no-objection, whereby the Promoter shall express its no-objection to the Allottee/s availing of such loan and mortgaging the said Apartment with such bank/financial institution, provided however, the Promoter shall not be liable for repayment of the monies so borrowed by the Allottee/sand/or any monies in respect of such borrowings including interest and cost and provided further that such mortgage created in favour of such bank/financial institution in respect of the said Apartment shall not in any manner jeopardize the Promoter' right to receive the Consideration and other charges and to develop the balance of the said Land. Such mortgage created in favour of such bank/financial institution shall be subject to the Promoter' first lien and charge on the said Apartment in respect of the unpaid amounts payable by the Alexander to the Promoter under the terms and conditions of this Agreement and some the terms and conditions contained herein. The Promoter shall issue the said no objection letter provided that the concerned bank/financial institution agrees to make phymosphof the Can ideration of the said Apartment directly to the Promoter as per the schedule of payment of the Consideration amount provided in this Agreement. The Allottee agreed to sign and deliver to the Promoter before taking possession of the said Apartment and also percenter, all writings and papers as may be reasonably necessar and required including possession letter, electric meter, transfer forms and other paper expedient for formation and registration of the society/Association /Apex Body as mentioned hereinafter. The Allottee/s indemnifies and hereby agrees to keep indemnified the Promoter and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Promoter and its successors and assigns may suffer or incur by reason of any action that any bank / financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Allottee/s of the terms and conditions governing the Loan.
- 15.6 The Allottee/s shall permit the Promoter and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment or any part thereof for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keep in order and good condition services, drains, pipes, cables, water connection, electric connections, wires, part structures, and other conveniences belonging to, serving or used for the Building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and for similar purpose and also for the purpose of cutting off the supply of water to the Apartment or any other apartment or the Building in respect whereof the Allottee/s or the occupier of any other said Apartment as the case may be shall be in default in paying his/her/its/their share of the water charges and maintenance bill issued by the Promoter and/or the said society/Association as the case may be.
- 15.7 The Allottee/s hereby agree/s/covenant/s that whenever any notice is received by the Allottee/s or by the Promoter from the Government/concerned local authority/any other public authority for payment of any GST or any other taxes /duties/levies with regard to Allottee/s's Apartment, then the Allottee/s undertake/s to pay the same immediately to the Promoter/Government as desired by the Promoter. The Allottee/s is/are aware that he/she/it/they is/are solely responsible, liable and bound to pay taxes levied by the Government/concerned local authority/any other public authority with respect to said Apartment purchased by the Allottee/s as stated above.

21 Anair



The Allottee/s also agree/s to reimburse to the Promoter the amounts which may be paid by the Promoter to the Government/concerned local authority / any other public authority on the Allottee/s's behalf.

15.9 Irrespective of disputes which may arise between the Promoter and the Allottee/s and/or the said society /Association and / or the Apex Body (as the case may be) all amounts, contributions and deposits including amounts payable by the Allottee/s to the Promoter under this Agreement shall always be paid punctually by the Allottee/s to the Promoter and shall not be withheld by the Allottee/s for any reason whatsoever.

#### 16. COVENANTS OF THE ALLOTTEE/S:

The Allottee/s for himself/herself/itself/themselves with the intention to bind all persons unto whosevers' hands the said Apartment may come, doth hereby covenant with the Promoter as follows:

pages rape liottee/s shall not interfere or obstruct in any manner in any work of development or construction and the Promoter alone shall have full control, absolute authority and say over the improtted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities and/or any other common facilities or the amenities to be provided in the said Land till the same is transferred to the said society/Association /Apex Body and the Allottee/s chall have no right or interest in the enjoyment and control of the Promoter in this regard that the same is transferred to the said society/Association /Apex Body;

- 16.2 To maintain the said Apartment at Allottee/s's own costs in good tenantable repair and condition from the date of possession of the said Apartment and shall not do or suffer to be done anything in or to the Project in which the said Apartment is situated against the rules, regulations or bye-laws of concerned local authority and/or the said society /Association and / or the Apex Body/Federation (as the case may be) or change/alter or make addition in or to the Project in which the said Apartment is situated and the said Apartment itself or any part thereof without written consent of the local authorities, if required;
- 16.3 Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said Building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or are likely to damage the staircase, common passages or any other structures of the Building in which the Apartment is situated, including entrance of the Building in which the said Apartment is situated and in case any damage is caused to the Building in which the said Apartment is situated on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach:
- To carry out at his/her/its/their own costs all internal repairs to the said Apartment and maintain the Apartment in the same conditions, set and order in which it was delivered by the Promoter to the Allottee/s and shall not do or suffer to be done anything in or to the Building or the said Apartment which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority in the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- 16.5 Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to

No.

Anail 22

& Neigh

the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the Building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs of RCC, Pard s or other structural members in the said Apartment without the prior written permission of the Promoter and/or the said society /Association as the cape and of the said society in the promoter and/or the said society in the said society in the said society is a side of the promoter and/or the said society in the said society is side of the said society in the said society is side of the said society in the said society is side of the said society in the said society is side of the said society in the said society is side of the said society in the said society is side of the said society is side of the said society in the said society is side of the said society

- 16.6 Not to encroach upon external and/or internal dicts/voil areas attached to the aid Apartment by constructing permanent and/or temporary work by enclosing and/or using it, the duct area is strictly provided for maintenance of service utilities such as plumbing pipes, cables, etc. (For breach of any of the terms mentioned hereinabove, the Allottee/s shall be solely responsible for all the consequences arising because of the same).
- 16.7 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said Land and/or Project or any part thereof or whereby any increased premium shall become payable in respect of the insurance;
- 16.8 Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Apartment in the compound or any portion of the said Larger Land /the said Land and the Building in which the Apartment is situated;
- 16.9 Not cause any hardship, annoyance or nuisance to any othe
- 16.10 Not change user in respect of the Said Apartment without Promoter or relevant authority;
- Pay to the Promoter within 15 (fifteen) days of demand by the Promoter, his/her/its/their share of security deposit demanded by concerned local authority of Government for giving water, electricity or any other service connection to the Building in which the said Apartment is situated; However, Allottee/s has agreed that the Promoter shall not be responsible for power fluctuation, power failure, delay in / interruption of gas supply, power supply, water supply by the concerned authority and /or any other such utility service provider, if any.
- 16.12 To bear and pay increase in local tax, water charge and such other levies, if any which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the Apartment by the Allottee/s other than the purpose for which it is sold;
- 16.13 The Allottee shall not transfer/sell/sub-let/assign or part with the Allottees interest or benefit under this Agreement or part with possession of the said Apartment, till the payment of the entire Consideration and other dues and amounts, payable in respect of the said Apartment to the Promoter and with the written consent of the Promoter. In the event the Allottee intends to transfer/ sell/ sub-let/assign the said Apartment after handover of possession of the said Apartment but before the formation of the society / Association of the allottees, the Allottee shall require the prior written consent of the Promoter and the Allottee/s shall pay, to the Promoter, assignment/ facilitation charges (being predetermined facilitation and processing charges) calculated at 3% (three per cent) of the Consideration of the said Apartment, at the on-going sale value or the resale value, whichever is higher, without demur and protest.

Marie

Brail

Q. Nois

कर्स ७४०६ 2

The Allottee's shall observe and perform all the rules and regulations which the codety/Association /Apex may adopt at its inception and the additions, alterations or amendance statements thereof that may be made from time to time for protection and maintenance of the said larger Land / Project/Building and the apartments therein and for the observance and performance of the Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said society/Association /Apex regarding the occupancy and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. The Allottee/s shall adhere to, comply with and follow the fit out manuals and house rules issued by the Promoter for carrying out interior/internal works. The said fit out manual and house rules will be given to the Allottee/s on handover/possession of the said Apartment;

16.15 Till a conveyance of the Property is executed in favour of the Apex Body or Federation, the Allottee/s shall permit the Promoter and their successors, surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Land or any part thereof to view and examine the state and condition thereof;

The Allottee/s shall not be entitled to change the name of the Project and/or the Development. The Allottee/s shall not remove the signage of the Promoter anywhere from the Promoter anywhere from the Promoter anywhere from the Project/said Land/said Larger Land.

ee/s further agrees that, the Promoter is not responsible for providing any mobile , cable tv/DTH or similar services.

The Allottee/s has/have confirmed and assured the Promoter prior to entering into this Agreement, that he/she/it/they has/have obtained legal advice and read and understood the RERA as well as MOFA (to the extent applicable) and its implications thereof in relation to the various provisions of this Agreement. The Allottee/s is/are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the transaction, the said Larger Land, the said Land and the Building. The Allottee/s hereby undertake/s that he/she/it/they shall comply with and carry out, all the requirements, requisitions, demands and repairs which are required by any Development Authority/ Municipal Corporation /Government or any other competent authority in respect of the said Apartment at his/her/its/their own cost and keep the Promoter indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs;

16.19 The Allottee/s are aware that various utilities such as water, electricity, etc. may still be in the process of being installed by the relevant utility service providers when possession is offered to the Allottees. The Amenities shall be completed in a phased manner and shall be handed over and ready for use, as and when the same are completed. The Amenities may be completed after possession is offered. Non completion of Amenities shall not be a ground for refusing to take possession. The Allottee/s confirm that they will not have any objection to the same.

16.20 The Allottee/s shall not interfere or obstruct in any manner in any work of New Development and the Promoter alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities, recreation facilities, Amenities and/or any other common facilities or the amenities to be provided till the same is transferred to the Apex Body and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoter in this regard till the same is transferred to the Apex Body.

No.

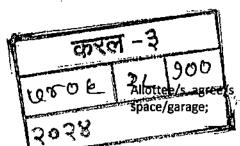
Anail 24

16.21 The Allottee/s shall make payment towards formation and registration of the said society/Association /Apex Body and for meeting all legal costs, charges and expenses including professional costs of the Advocates of the Promoter in connection with preparation of the conveyance etc., it being agreed that the Promoter shall not be required

to give details of these expenses;

Not to change the external colour scheme or the pattern of the cold *उ* ४० ६ Not to change exterior elevation or the outlay of the

- 16.24 Not to fix any grill to the said Apartment, Building or windows except in accordance with the design approved by the Promoter;
- 16.25 The Allottee/s shall not make any changes to the said Apartment which may result in the area of the said Apartment increasing or decreasing in any manner whatsoever and the Allottee/s covenant/s that the area of the said Apartment shall remain the same as it was at the time of handing over possession of the said Apartment;
- The Allottee/s at no time shall demand partition of his/her/its/their interest in the said Apartment and/or Building and/or the said Land and shall not ask for any independent rights, access in the Building and/or said Land. It is being hereby agreed and declared by the Allottee/s that his/her/its/their said interest is inseparable/indivisible;
- Not to relocate the original location of main door and shaft 16.27 not to change the location of toilet, kitchen, any pluming lights if **≴ti**hent and A/c units at any point of time;
- 16.28 Not to shift or alter the position of either the kitchen, the which would affect the drainage system of the said Apair thereof in any manner whatsoever;
- Not to carry out any unauthorized changes/addition in the said Apartment and cover/fill up/raise the level of the area of the flowerbed/s, balconies, deck, if any, with debris, blocks, tiles or any such material and shall not enclose the flowerbed/s, balconies and/or deck area within any room in the said Apartment and shall not conceal the pipes passing through the portion of the flowerbed/s, balconies and/or deck and shall not do any such filling which could lead to excess load on the slab of the flowerbed/s or balconies or deck portion which is adjoining any room of the said Apartment or otherwise whatsoever.,
- 16.30 Not to use the Apartment as a guest house or let out for the purpose of guest house or setup office or the likes or any other purpose other than for residence, without prior written consent of the Promoter;
- 16.31 Not to display at any place in the Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards nor stick or affix pamphlets, posters or any paper on the walls of the Building or common areas and facilities therein or in any other place in the said Land / said Larger Land or the Building or on the window, doors and corridors of Building provided however that the name/sign plate/board of the Allottee/s may be permitted to be displayed on or near the main entrance of the Apartment and where the car parking slot/s allotted to the Allottee/s is/are situate;
- 16.32 To park all vehicles including visitors' vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoter and not at any other place. The Allottee/s shall use the Car Parking Space (allotted parking lots) only for purpose of keeping or parking cars. The



SUBURBAN OF

agree's that there shall be no unauthorized usage of allotted car parking

- 16.33 Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Apartment or in or on the common stairways, corridors and passageways in the Building and/or any part of the lay-out of the said Land;
- 16.34 Not to construct a loft and/or mezzanine floor in the said Apartment irrespective of any approval, sanction or even if permissible under any statute and not to do any such act, deed or thing that shall tantamount to consumption/violation of Floor Space Index (FSI) of the said Apartment or any part thereof;
- 16.35 Not to do any such act, deed or thing that shall amount to consumption of additional FSI or violation of Development Control Rules and Regulations for Greater Mumbai;
- 16.36 To use the passenger lifts in the Building or any part thereof for the period and in accordance with the rules and regulations framed in that regard, from time to time. The Allottee/s shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the Building or any part thereof including the said Apartment;

The Promoter shall be entitled to inspect all interior works carried out by the Allottee/s. In the spent tree Promoter find that the nature of interior work being executed by the pottee/3 is are harmful to the said Apartment or to the structure, facade and/or elevation of the Building for any part of the Building then, the Promoter can require the Allottee/s to such interior work at once, without raising any uppute;

- 16.38 The Allottee/s will ensure that the debris from the interior works are dumped in an area earmarked for the same and will be cleared by the Allottee/s, on a daily basis, at no cost to the Promoter and no nuisance or annoyance to the other allottee/s or occupiers of the Building. All costs and consequences in this regard will be to the account of the Allottee/s;
- 16.39 The Allottee/s shall ensure that the execution of interior works in the Apartment is carried on only between 9 a.m. to 2 p.m. and 4 p.m. to 7 p.m. on all days of the week except Sundays;
- 16.40 The Allottee/s will further ensure that the contractors and workers (whether engaged by the Allottee/s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same. Any damage caused to the structure / wall /ceiling /flooring due to which there are any complaints of any leakages/seepage in the adjoining or flat below the said Apartment, then the Allottee/s shall at his/her/its/their sole costs and expenses rectify the same;
- 16.41 The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Apartment or in the Building or any part of the Building or anywhere else on the said Land and use only the toilets earmarked by the Promoter for this purpose;
- All materials brought into the said Apartment for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee/s and that the Promoter will not be held responsible for any loss/theft/damage to the same and the Allottee/s duly indemnify/indemnifies the Promoter in this regard;

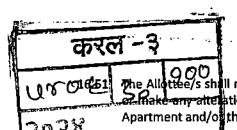
Grais

- 16.43 If during the course of carrying out interior works, any works en sustain injuries of whatsoever nature, the same will be insured and taken upon attended to another ared by the Allottee/s at the Allottee/s's own cost, and that the Promoter will not be held responsible for the same and the Allottee/s shall duly independ by the Promoter in this regard. All liabilities and damages arising out of such injury will be borne and paid by the Allottee/s alone and the Allottee/s duly indemnifies the Promoter in this regard;
- 16.44 During the execution of interior works, if any of the Allottee/s' contractor/workmen/agents/representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen/ agents / representative will be removed forthwith and will not be allowed to re-enter the said Apartment or the Building or any part of the said Land/said Larger Land. Further, the Allottee/s shall be responsible for acts of such persons and the Allottee/s shall duly indemnify the Promoter in this regard;
- 16.45 The Allottee/s shall ensure that common passages/ common areas are not obstructed or damaged during works or thereafter;
- 16.46 If, after the date on which the Allottee/s has/have taken possession of the said Apartment, damage, of whatsoever nature (not due to defect in construction envisaged hereinabove), is caused to the said Apartment and/or other units/areas in Building or any part of the Building, neither the Promoter nor their contractor(s) will be held to specific for the cost of reinstating or repairing the same and that Allottee/s alone will be recognishe for the same and the Allottee/s shall duly indemnify the Promoter in this egant.
- 16.47 The Allottee/s confirm/s that the Promoter have given full, the and confirm of documents of title in respect of the said Land /said Larger Land and the Allottee/s firm/s that he/she/it/they has/have entered into this Agreement and the Allottee/s has/have inspected the Title Certifications used by the Advocates & Solicitors of the Promoter;
- The Allottee/s has/have confirmed and assured the Promoters prior to entering into this Agreement, that he/she/it/they has/have obtained legal advice and read and understood the RERA as well as MOFA (to the extent applicable) and its implications thereof in relation to the various provisions of this Agreement. The Allottee/s is/are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the transaction, the said Larger Land/said Land and the Building. The Allottee/s hereby undertake/s that he/she/it/they shall comply with and carry out, all the requirements, requisitions, demands and repairs which are required by any Development Authority/ Municipal Corporation /Government or any other competent authority in respect of the said Apartment at his/her/its/their own cost and keep the Promoters indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs;
- 16.49 It is also understood and agreed by the Allottee/s hereto that the any space in front of or adjacent to the terrace apartment known as pocket terrace in the Building, if allotted, alongwith the said Apartment shall belong exclusively to the respective allottee/s of the terrace apartment and such terrace spaces are intended for the exclusive use of the respective terrace allottee/s;
- 16.50 The amenities/furniture and fixtures displayed in the sample apartment are only for display and the Promoter are not required to provide the same to the Allottee/s.

:

graie

& Noin



The Allottee/s shall not be entitled to enclose the verandah, balcony or common passage callottee any alterations or changes in the elevation of outside colour scheme of the said Apartment and/or the outside glass panels.

- 16.52 With reference to the electrical appliances and white goods (if any), provided (if any) by the Promoter, the Allottee shall maintain the same at his/her own cost. The Promoter shall not be liable for any break downs or defects thereof, in any manner. In case of any problem/issue, the Allottee/s shall directly pursue the concerned manufacturer/agency for getting the same repaired/replaced/ resolved.
- 16.53 Post possession of the said Apartment by the Allottee the Allottee/s agree/s that if the Promoter needs to lay any air conditioner, ducting line, electricity cable and/or any other cable for telephone, television, CCTV cameras, dish antennas or any other services from the walls of the said Apartment to any other premises in the Building, then in that event, the Allottee/s shall allow the Promoter to do so, without raising any objection of whatsoever nature for the same.

lottee/s clearly and unequivocally confirm/s that in case remittances related to the ation and all other amounts as payable under this Agreement of the Apartment are ന്ത്രയുടെ പ്രവാഗം resident/s/foreign national/s of Indian origin, it shall be the sole responsibility If the Alightre/s to comply with the provisions of the Foreign Exchange Management Act, ("FEMP") or; statutory enactments or amendments thereof and the rules and #f the Reserve Bank of India and/or any other applicable/relevant laws including ttance of payments, acquisition/sale or transfer of immovable property/ies in provide to the Promoters with such permission/approvals/no objections to enable bmoters to fulfil its obligations under this Agreement. Any implications arising out of any default by the Allottee/s shall be the sole responsibility of the Allottee/s. The Promoters accepts no responsibility in this regard and the Allottee/s shall keep the Promoters fully Indemnified for any harm or injury caused to it for any reason whatsoever in this regard. Whenever there is a change in the residential status of the Allottee/s, subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate in writing to the Promoters immediately and comply with all the necessary formalities, if any, under the applicable/relevant laws.

- Notwithstanding what is contained herein to the contrary, it is expressly agreed between the parties that the Promoter shall be entitled to utilize and enjoy, either personally or through any nominee/s, all area or areas forming part of the said Land and/or said Larger Land, as properly as may be available, from time to time, including areas reserved for public utility including recreation, etc., by utilizing the same as the Promoter may deem fit and the Promoter will be entitled inter alia to construct recreation centre, health club, club house, etc., and carry on such other activity or activities, as the Promoter may desire, on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area/s or structure/s or with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof, shall be that of the Promoter alone exclusively and the Allottee/s shall have no right thereto, either in his/her individual capacity or through the society/Association. The Allottee/s hereby declare and confirm for the sake of clarity that the ownership of all such area/s and construction by way of recreation centre, health club, library or club house, etc., shall belong to the Promoter alone exclusively and the Allottee/s shall have no right to the same, in any manner whatsoever.
- 16.56 Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the Building or Project or the said Land or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/it/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the

Brail

8 Nair

Promoter until the said structure of the Building (excluding the basements and the podiums) is transferred to the society /Association or Other horry and until the Property to be transferred to Apex Body as herein mentioned

16.57 The Allottee/s shall not enclose the car parkin manner whatsoever.

tking space/s, if any allotted to them, in any

- In the event of any tax liability, levies and any other imposts/impositions that may be levied by the Central / State Government or any local or statutory authorities or bodies in relation to the Agreement for Sale and/or the consideration payable under the said Agreement and/or in respect of the said Apartment, then in such an event, the Allottee/s shall, within 7 (seven) days of receipt of a written demand, made to you by the Promoter, pay and/or reimburse such amount of tax/imposts/impositions (as the case may be) to the Promoter, without any delay or demur and the Allottee/s shall indemnify and keep us fully indemnified the Promoter in respect of the non-payment or delayed payments thereof.
- 16.59 The Allottee/s shall enter upon, occupy, possess and enjoy the said Apartment as per the terms of the Agreement for Sale. The Allottee/s agree, confirm and undertake to comply with the following terms, during the period of any work of making furniture and/or work of interior refurbishing etc., carried out in the said Apartment: -
  - Any internal work in the said Apartment including making of furniture and fixtures and/or interior decorations shall be at the Allottee/s own costs, charges and expenses and strictly in accordance with the terms and conditions of this Agreement for Sale and subject to the compliance of all streatory rules and regulations. Allottee/s shall, at his/its/their own cost and expenses and regulations. Allottee/s shall, at his/its/their own cost and expenses and regulations are good the damage, if any, caused to the Building, common areas, passage and said as etc. during the course of furnishing the said Apartment.
  - (ii) Allottee/s shall, under no circumstances, carry of lany wolst related fourterior / furniture in the common areas such as lift landing staircase arking spaces, any open spaces and / or refuge areas etc.
  - (iii) Allottee/s shall not, in any manner whatsoever, make any structural lianges which may affect the R.C.C. frame structure of the Building.
  - (iv) Allottee/s shall under no circumstances cover / enclose the service duct areas and further, Allottees shall not convert the same into storeroom or servants room, etc.
  - {v} Allottee/s shall not do any act, deed, matter or thing which shall disturb the internal and/or external elevation of the Building. Allottee/s shall also not do any act which will change/alter the external façade and/or common areas of the Building.
  - {vi} Allottee/s shall not change the outside colour scheme or coating of the Building.
  - (vii) Allottee/s shall not install any grills outside the windows and hence undertake not to install or affix any grills outside the windows/window sills.
  - {viii} Allottee/s shall not keep any plants in pots or any other objects on the outer side of the windows or on the parapets/chajjas and shall not do anything which may cause discoloration or disfiguration or any damage to the Building.
  - (ix) Allottee/s shall not cover any chajjas/terraces/balconies or construct any structure or poles or pergolas or trellis on the chajjas/ terraces/ balconies.
  - (x) Allottee/s shall not fix external unit of split A.C. outside the elevation. Any such external unit of split A.C. shall be located only on the inner side of the duct/space specifically provided for split A.C.
  - {xi} The Allottee/s alone shall be liable and responsible for any damage that may be caused to the said Apartment or to the adjoining flat/s or on the upper or lower floors or to the Building, due to any act or omission on the part of the Allottee/s in carrying out such changes and you will indemnify and keep the Promoter indemnified of, from and against all costs, charges and expenses and consequences arising due to such act or omission.
  - (xii) Allottee/s will use only the service elevator for carrying all furniture and goods.

Quai

Q. Naise

करल lightee/s will inform the Promoter, in writing, the names and number of workmen will be authorized to enter the said Apartment, in case of any work to be arried out or undertaken.

Allottee/s will be responsible for any theft/damage of material which are being brought to the Building / said Apartment, by the Allottee/s or their contractor, agent, workers, etc. In case of any accident, of any nature, caused either to the Allottee/s workmen/agents or any other person, the Promoter shall not be responsible for the same.

- $\{xv\}$ Allottee/s' workers/labourers/agents shall be checked by the security staff while going in and coming out of the Building. Allottee/s' workmen and agents shall not do or permit to be carried out any work of interior decoration, renovation, furniture making or any other allied work between 7.00 P.M. till 9.00 A.M. in the said Apartment and nuisance shall not be caused, at any time, to occupants of the other flats/premises in the Building. Allottee/s workmen shall leave the Building at 07.00 P.M. everyday.
- {xvi} Allottee/s and their workmen and agents shall not do or permit to be carried out any work of interior decoration, renovation, furniture making or any other allied work, which would create any nuisance, disturbance on all days between 02.00 P.M. till 04.00 P.M. and the entire day on Sundays & Public Holidays and nuisance shall not be caused at any time to the occupants of other flats and other premises in the Building.

Allottee/s are required to make suitable arrangements for removal of debris, in sase the debris is not removed, we shall do the same and debit Rs. 5,000/- (Rupees Five housand only) or at actuals, whichever is more, for each truck trip for removal ot debte, to the Allottee/s' account.

Allotteess will not raise any objection to the terms and conditions contained in perse greements made or to be made between the Promoter and purchasers of flats and premises comprised in the Project.

e of any complaints are received from occupants of the Building, in respect of takage, nuisance, etc. from the said Apartment, the Promoter's staff, security and authorized personnel will have the right to visit the said Apartment, after giving reasonable notice to the Allottee/s.

- 16.60 The Allottee/s agree and confirm that the Promotes and their staff, security, servants, agents and authorized personnel will have full right and absolute authority to access and enter upon or remain in the Project, for the purpose of carrying out and completing the development of and construction on the remaining portion of the Project.
- 16.61 The Allottee/s are aware that various utilities such as water, electricity, etc. may still be in the process of being installed by the relevant utility service providers when possession is offered to the Allottees. The Amenities shall be completed in a phased manner and shall be handed over and ready for use, as and when the same are completed. The Amenities may be completed after possession is offered. Non completion of Amenities shall not be a ground for refusing to take possession. The Allottee/s confirm that they will not have any objection to the same.
- 16.62 The Allottee/s have agreed to pay proportionate share in the taxes, ground rent (if any), water taxes, electricity charges, all expenses for maintenance of the said Apartment and the Project and all outgoings, whatsoever, as may be determined by the Promoter, until the society/Association /Apex Body takes charge and control of management of the Project. The account of such amounts and corpus funds shall be rendered to the society /Association or Apex Body as the case may be.
- 16.63 The Allottee/s are aware that all electricity bills, from date of Possession Notice, shall be paid by the Allottee/s and the Allottee/s will not hold the Promoter responsible for any consequences arising of non-payment thereof.

- 16.64 The Allottee/s agree and undertake to follow and abide by the rule? and regulations that have been made as also those which shall be made hereafter, from time to time, by the Promoter and/or the society/Association /Apex Body in charge of maintaining and/or providing common facilities in the Project. The Allottee/s shall maintain proper code of conduct and discipline in the Project and give every possible co-operation to the Promoter and/or any other person or body that may have been appointed by the Promoter in that behalf, in maintaining cleanliness and good atmosphere in the Project, for the better enjoyment of the common facilities by all the occupants of the Project.
- 16.65 The Allottee/s hereby declare, confirm and covenant that, in the event the Allottee/s transfer/sell the said Apartment and/or their right, title and/or interest in respect thereof, in favour of any person, to the extent and as permitted hereunder, they shall obtain an undertaking to the similar effect from any all such purchasers/transferees and in the event of their failing to do so, the Promoter or the society /Association shall be entitled to refuse the transfer of the said Flat, in favour of such prospective purchasers/transferees.
- 16.66 Further, the Allottee/s undertake that, if they give the said Apartment on Lease/Leave and License, they shall inform the Promoter in advance in writing and also obtain the necessary POLICE VERIFICATION of the licensee/lessee and submit a copy of the same to the Promoter /society/Association.
- The Allottee/s are aware that, the Promoter can permit one or more FTTH operators or service providers to provide fiber to the home service or the service delivered through FTTH such as voice, data (internet), Video and other value addod services with the Project, with a service agreement for maximum 15 years and a minimum period of light year from the date of signing of such agreement/MOU (memorablum of understanding) with the operators or the service providers. Such arrangement shall continue for the same period as mentioned in such agreement/ MOU, even after formation of the society Association /Apex. All the services delivered through the FTTH network will be by the respective service providers as per the applicable terms and conditions including the first the service provider. The Allottee/s shall approach the concerned service provider for delivery of services or any issues related to services delivered through the service through the service.
- 16.68 As regards the formation of the society /Association /Apex Body, the same shall be formed upon receipt of all dues from all the Allottee/s in the Project.
- 16.69 Not park at any other place and shall park all cars in the car parking space/s only as may be permitted/allotted by the Promoter.
- 16.70 Shall cause the Society to paint the said Tower at least once in every 5 (five) years maintaining the original colour scheme even after the conveyance to the Society and the land comprised in the Property in favour of the Apex Body and shall bear his/her/it's/their respective share of expenses to paint, repair, water proof and refurbish the said Tower and to do all other acts and things for the upkeep and maintenance thereof and to bear and pay the proportionate costs, charges and expenses thereof as the Promoter may determine and to extend all co-operation, assistance and facilities for the same.
- 16.71 Not to object to the permission granted/to be granted by the Promoter to other flat allottee/s for the use of their respective appurtenant spaces and the car parking spaces.
- 16.72 Not to raise any objection and or claims about the unavailability of supply of water from MCGM and shall not raise any objection and/or claims regarding liability to bear and pay for alternate arrangements for water supply through tankers made for his/her/their convenience. The Allottee/s acknowledge(s) that the water connection from the MCGM shall be subject to availability and the rules, regulations and bye laws of the MCGM and agree not hold the Promoter responsible for the same. The Allottee/s is/are aware that alternate arrangements for water supply through tankers will be made for the Allottee/s'

Grail

g. Najar

SUBURBAN OF

convenience. Expenses incurred for the same will be charged in the maintenance bill till the MCGM water conjection is received.

16.73 Shall accept, follow abide by the Fit-Out Guidelines framed by the Promoter from time to time for maintenance and management of the said Apartment and other rules and regulations, the Property, the said Building and the Project and/or the security thereof or of the aesthetics and ambience of the said Building/the Project, it being clearly agreed that in the event the Allottee/s violate(s) the Fit-Out Guidelines and such other rules/regulations made from time to time, the Allottee/s shall be liable to make good and/or compensate for any loss and/or damage whatsoever, caused by the Allottee/s and/or by his employees or agents. Further, the Allottee/s shall ensure that the labourer, contractors appointed by the Allottee/s shall also strictly follow the same.

16.74 Not to do any act, deed, matter or thing during the course of fit-out/furnishing the said Apartment resulting in leakage/damage to the said Apartment or other flats/premises in the Real Estate Project or its common passages, staircases etc. and shall be responsible to make good such leakages, damages (if any caused) entirely at his/her/their costs and expenses.

manufer whatsoever.

Notice destruct/close the drain out points of the aluminum window tracks while laying the

laterials, in order to avoid any water seepage and retention in the slab.

gake any structural/internal masonry/dummy flooring/plumbing changes in any

- 16.77 Shall on completion of the fit-outs of the said Apartment, submit to the Promoter without delay a completion letter stating therein that the fit-outs of the said Apartment have been carried out in accordance with the approved plans.
- 16.78 Not to do or permit to be done any act or thing which may render void or voidable any insurance of the Property, the entire Project on the said Land, the said Building and the Project or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- 16.79 If any allottee/s/occupants in the Real Estate Project including the Allottee/s make any internal structural/non-structural changes to any Apartment in the said Building, the Project including the said Apartment, the Promoter shall stand discharged of all its expressed and implied warranties under this Agreement.
- 16.80 The Allottee/s agree(s), confirm(s) and covenant(s) that the issuance of the Occupation Certificate with respect to the said Building/the Project by the competent authority(ies) shall mean and shall be construed that the Promoter has carried out the development and construction of the said Building/the Project in conformity with the sanctioned plans, approvals and permissions issued by the competent authority(ies) and the Allottee/s shall not raise any dispute(s), claim(s) and/or demand(s) with respect to the development and construction of the said Building/the Project.
- 16.81 The Allottee/s is/are aware that the said Land/ Property and Project, is a single integrated common layout. The Allottee/s is/are further aware that the buildings/towers/structures/areas/spaces comprised in the Property and the Project, would require to be renovated, repaired, redeveloped, restored and/or reconstructed at some point in the future, especially having regard to the life of buildings / structures / areas and/or events (including force majeure circumstances) that may necessitate any or all of

Anain Grain

& Nair

the aforesaid. In light of what is stated hereinabove, the Allottee/s and all his/her/its/their successors /assigns (in any manner howsoever) with intention to become bound by the terms of this Agreement including this Clause, hereby covenant with the Promoter and all their assigns and/or any other persons as may be authorised by the Promoter, that the Promoter, its workmen, staff, employees, representatives and agents and their assigns and/or any other persons as may be authorised by the Promoter, shall always be entitled and authorised (without being obliged), even after the society Conveyance, and the Apex Body Conveyance, to repair, reconstruct, redevelop, restore and/or renovate in any manner howsoever and whatsoever, without any restriction or interference whatsoever and the Allottee/s hereby undertakes and covenants to not raise any objection and/or claim in this regard and/or restrict any of the aforesaid. This Clause is the essence of this Agreement.

16.82 The Allottee/s agree(s) and confirm(s) that the Promoter shall at all times have the right to propose joint open space for fire tender movement between the Project and the remaining portions of the Project and/or the Larger Land and the Allottee/s hereby consent(s) to the same.

16.83 Not to demand that a compound wall be constructed around the Project

These covenants shall be binding on the Allottee/s and shall be operative of the society/Association /Apex Body.

te operative even after the formation of the same of t

#### 17. ANTI-MONEY LAUNDERING:

The Allottee/s hereby declare(s), agree(s) and confirm(s) that the monies paid/payable by the Allottee/s under this Agreement towards the said Apartment is not involved directly or indirectly to any proceeds of the scheduled offence and is/are not designed for the purpose of any contravention or evasion of the provisions of the Prevention of Money Laundering Act, 2002, rules, regulations, notifications, guidelines or directions of any other statutory authority passed from and/or amended from time to time (collectively "Anti Money Laundering"). The Allottee/s further declare(s) and authorize(s) the Promoter to give personal information of the Allottee/s to any statutory authority as may be required from time to time. The Allottee/s further affirms that the information/ details provided is/are true and correct in all respect and nothing has been withheld including any material facts within his/her/their/its knowledge. The Allottee/s further agree(s) and confirm(s) that in case the Promoter becomes aware and/or in case the Promoter is notified by the statutory authorities of any instance of violation of Money Laundering Regulations, then the Promoter shall at its sole Spon such femination the discretion be entitled to cancel/terminate this Agreement for Salf. Allottee/s shall not have any right, title or interest in the satt Apartment claim/demand against the Promoter, which the Allottee/s hereby and agree and confirm(s). In the event of such cancellation/termination, the mdh s b shall be refunded by the Promoter to the Allottee, (in case of joint Allottee) whose name accordance with the terms of this Agreement for Sale only after Promoter a no-objection / consent letter from the statutory authorities the amounts to the Allottee/s.

#### 18. POSSESSION OF THE SAID APARTMENT, FORCE MAJEURE:

The Promoter shall give possession of the said Apartment to the Allottee/s on or before the possession date more particularly stated in FOURTH SCHEDULE (the "Possession Date") provided all amounts due and payable by the Allottee/s herein including the Consideration have been paid in full and the Allottee/s have/has otherwise complied with the terms and conditions of this Agreement. The Promoters shall be entitled to a grace period of 6 (six) months beyond the Possession Date ("Extended Possession Date"). The Promoter shall endeavour to complete the construction of the Building/Project on or before the Extended Possession Date. Further, the Promoters shall endeavour to make available the "Key Common Areas and Amenities" as defined in SIXTH SCHEDULE hereunder in the Project within a period of 1 (one) year from the Extended Possession Date. The Promoter may offer the possession of the Building i.e upto 18th floor

A rail

& Nain

on or before the Possession Date herein and for the further floors above 18th residential floors or other phases on or before such date, as may be updated on the RERA website.

Provided that the Promoter shall be entitled to reasonable extension of time for giving delivery of Apartment on the aforesaid date, if the completion of Building in which the Apartment is situated is delayed on account of any or all of the following factors:

- 18.1 Any force majeure events -war (national or war between other nations or group), civil commotion, strikes or any act of God, epidemics, pandemics, lockdown or by reason of any national or international happening or events and the resultant repercussions or it affects directly or indirectly to the date of offer of possession;
- Any approval/permission, notice, order, rule, regulation, notification or directive of the Government, and/or any local or public or private body or authority and/or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority;

pproves, icenses, sanctions that may be necessary in connection with the development of the said land/said Larger Land/New Development/the Project;

Any otice order, rule, notification of the Government and/or other public or competent authority court, which adversely affect the development of the said Land / said Larger works with the Development/the Project;

- 18.5 Any stay order / injunction order issued by any Court of Law, competent authority, regulatory authority, statutory authority etc., which adversely affect the development of the said Land/said Larger Land/New Development/the Project.
- 18.6 Any other circumstances that may be deemed reasonable by the authority under RERA;
- 18.7 Any delay caused due to changes in any law, rules, regulations, government policies, byelaws etc. of various statutory bodies/authorities affecting the development of the said Land/said Larger Land.
- 18.8 Any delay caused on the part of any statutory authority which may contribute to the delay in completion of the said Building.

#### 19. PROCEDURE FOR TAKING POSSESSION:

- 19.1 The Promoter, shall send the intimation to offer the possession to the Allottee/s in writing within 7 days or within such other period of receiving Occupancy certificate in respect of the Apartment is located. The Promoter upon the full and timely payment made by the Allottee/s as per the Agreement, the Promoter shall offer possession of the said Apartment to the Allottee/s (the "Possession Notice") in terms of this Agreement to be taken within 15 (Fifteen) days from the date of issue of such intimation/notice ("Handover Date") and the Promoter shall give possession of the said Apartment to the Allottee/s.. The Allottee/s agree(s) to pay the Outgoings as determined by the Promoter or association of allottees, as the case may be from the Handover date
- 19.2 The Allottee/s shall take possession of the said Apartment within 15 (Fifteen) days of the written notice from the Promoter to the Allottee/s intimating that the said Apartment is are ready for use and occupancy.
- 19.3 From the Handover date, the Allottee/s shall be liable to pay, from time to time, all Outgoings and charges mentioned in Clause 4 and anywhere else in this Agreement, to the Promoter on such date when the same are due and payable in the hands of the Allottee/s.
- 19.4 In the event, the Promoter completes the construction of the said Apartment and obtain the occupancy certificate/part occupancy certificate, prior to the Possession Date, in such an event, the Allottee shall take the possession of the said Apartment upon receiving intimation from the

Grain 34

& War

Promoter by making the balance payment towards the Consideration, as proposed to the consideration of the consider

side Patron, as per the Payment Plan

In the event, the Allottee/s intends to take early possession/charge of the said Apartment for carrying out any interior work/fit-out work, then the Allottee/s shall be liable to pay, all Outgoings and charges (including maintenance charges) from the date of handing over the said Apartment for interior/fit-out work. Further, in such an event, the Allottee/s shall take inspection of the said Apartment before handing over the same for interior/fit-out work, to rectify defects/snags (if any). Apartment, the Promoters shall rectify defects/snags (if any) reported by the Allottee/s, prior to handing over the said Apartment for interior/fit-out work and thereafter, the Promoters shall not be under any obligation to rectify any further work/defects/snags in the said Apartment.

# 20. FAILURE OF ALLOTEE/S TO TAKE POSSESSION OF THE SAID APARTMENT:

Upon receiving a written intimation from the Promoter as per clause 19.1, hereinabove, the Allottee/s shall within the time stipulated in Clause 19.1 hereinabove, take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause 19, such Allottee/s shall continue to be liable to pay Outer the charges as applicable with respect to the said Apartment, as applicable and as shall be described by the Promoter or the society /Association from the Handover date. Moreover from the Handover Date, the upkeep, maintenance and internal condition of the said Apartment shall be the responsibility and at the cost of the Allottee/s alone. The Promoter shall not be associated for any wear and tear to the said Apartment which may occur after the Handover date are Promoter shall not in any manner whatsoever be obligated to look after the worker maintenance and internal condition of the said Apartment on and from the Handover date.

It is clarified that though the Promoter are under no obligation to look after the upkeep, maintenance, and internal condition of the said Apartment, it may, at its sole discretion, incur expenses for the upkeep and maintenance of the said Apartment even after the Handover Date. The Allottee/s shall be liable to pay from the Handover Date to the Promoter, compensation at the rate of INR 40/- per sq. ft. per month, for the upkeep/cleaning/ maintenance of the said Apartment, undertaken by the Promoter, in the event the Allottee/s fails to take the possession of the said Apartment inspite of receiving the Possession Notice and several communications from the Promoter in respect thereof, within the period stated by the Promoter and as specified in this Agreement. Such compensation shall be payable in addition to the Outgoings and other charges payable by the Allottee/s. The Allottee/s agree that the said rate of compensation is a genuine and reasonable pre-estimate of the cost/damages incurred by the Promoter in case of the Allottee/s failure to take possession on time.

## 21. DEFECT LIABILTY PERIOD:

- 21.1. If within the time period as stipulated under the RERA or within a period of 5 (Five) years from the Handover date, whichever is less, the Allottee/s brings to the notice of the Promoter any structural defect (excluding normal wear and tear) in the said Apartment or the Building in which the Apartment is situated, then, wherever possible such defects shall be rectified by the Promoter or its contractor at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA. However, the Parties agree and confirm that the decision of the Promoter's architect shall be final in deciding whether there is any actual structural defect in the said Apartment / Building or defective material being used or regarding workmanship, quality or provision of service.
- 21.2. It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s (including the Allottee/s appointing

grain

a Noi

vendors/contractors, and/or any other allottee/s in the Building or acts of third party(ies) or on account of any other by the Allottee/s and/or any other allottee/person in the Building. The Allottee/s is/are awaise that any change(s), alteration(s) including breaking of walls and/or failure to adhere to the fit out manual and house rules may adversely impact the Building and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to all allottee/s of the said Building to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee/s and/or other allottees of the Building shall have no claim(s) of whatsoever nature against the Promoter in this regard. If any major alterations, additions or changes are carried out by the Allottee/s herein, then in such case the Promoter herein shall be released and discharged from the obligation to rectify or repair the structural defect which may arise out of such internal additions or alterations made by the Allottee/s.

#### 22. NO LIABILITY OF PROMOTERS FOR DEFECTS CAUSED DUE TO REPAIR / RENOVATION BY ALLOTTEES:

The Allottee/s may come across cracks in finishes, flooring, ceiling, slab gypsum etc. as a result of such slab/beam deflection or due to any renovation and /or alterations etc. carried out by the Allottee/s/ occupants of the other apartments in the Building. The Allottee/s agree/s and covenant/s not to hold the Promoter liable and/or responsible for any such other arising outpoinherent properties of concrete and/or caused due to any renovations and/or agera and etc. carried out by the Allottee/sand any other allottee/s/occupants of the Building.

# 23. DEPAULT AND CONSECUENCES THEREOF:

करल -

- 23.1 If the segment fail to abide by the time schedule of Extended Possession Date for handing over the Apartment to the Allottee/s, other than due to the force majeure condition as stipulated in Clause 18.2, the Promoter tagree to pay to the Allottee/s, (upon receipt of a written notice from the Allottee/s who do/does not intend to withdraw from the Project), interest as specified in RERA rules, on the portion of the Consideration paid by the Allottee/ee/s, for every month of delay, till the handing over of the possession. Provided however that once the Promoter obtains the occupation certificate, the Allottee/s shall not be entitled to withdraw from the Project. Similarly, the Allottee/s agree/s to pay to the Promoter, interest at the specified as specified in the RERA Rule, on all the delayed payments which become due and payable by the Allottee/s to the Promoter under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoter. Further, the Allottee agree/s to pay to the Promoter, Rs 1000/- (Rupees One Thousand only) per transaction, as charges towards dishonour of cheque/s issued towards payment of the Consideration, along with the applicable taxes, thereon.
- 23.2 Without prejudice to the right of Promoter to charge interest in terms of Clause 24.1 hereinabove and any other rights and remedies available to the Promoter under this Agreement, on the occurrence of a Default (defined in Clause 24.3 hereinbelow) the Promoter shall at their own option, may terminate this Agreement without any reference or recourse to the Allottee/s.

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

Provided further that upon such termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoter shall be entitled to forfeiture of the Earnest Amount as per the terms of the Booking Application Form and/or any other amount which may be payable to Promoter as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Also the Allottee/s shall not be entitled to seek/refund of any amount paid towards GST/tax/stamp duty, pass through charges, etc. Upon registration of the deed of cancellation in respect of the said Apartment and upon resale of the said Apartment i.e. upon the Promoter subsequently selling and transferring the said Apartment to another allottee/s and receipt of the consideration thereon, the Promoter shall after adjusting the Earnest Amount and/or any other amount which may be payable to the Promoter, refund to the Allottee, whose name appears first, the balance amount, if any, of

No.

Grain 36

8. Wair

the paid-up portion of the Consideration and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoter and exclusive of any indirect taxes, stamp duty and registration charges. Such refund, however, shall be made on the Allottee/s repaying the loan and producing no liest certificate from the concerned bank / financial institution/ NBFC/housing finance company in respect of any soan availed by the Allottee/s on the said Apartment, if any. Further, upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the and the Promoter shall be entitled to deal with and/or dispose it deems fit and proper.

- 23.3 Without prejudice to the right of the Promoter to charge interest at the under Clause 24.2 hereinabove, and any other rights and remedies available to the Promoter, if one or more of the events or circumstances set out in Clause 24.4 hereinbelow ("Event of Default") shall have happened, then the Promoter shall call upon the Allottee/s by way of a written notice to rectify the same within a period of 15 (Fifteen) days from the date thereof. If the Allottee/s fails to rectify such Event of Default within the notice, then the same shall be construed as a default ("Default").
- 23.4 The following shall be construed as an 'Event of Default' on the part of the Allottee/s:
  - (i) If the Allottee/s delay(s) or commit(s) default in making payment of any installment/s as mentioned in Clause 3.4 hereinabove and more particularly state in FOURTH SCHEDULE or any other amount payable under this Agreement, including but not limited to taxes, cess, duties etc. or otherwise, including as set out in this Agreement;
  - (ii) If the Allottee/s fails to take possession of the said Apartment within the stipulated time, despite receipt of the Possession Notice;
  - (iii) If the Allottee/s commit(s) breach of any terms, conditions, covenant, under the sand/or representations and/or warranties as given by him/her/it in this Agreement and/or other writings and/or the terms and conditions of layout, /Commenterment Certificate N.O.C. and other sanctions, permissions, undertakings and affide virtual and other sanctions.
  - (iv) If the Allottee/s has/have been declared and/or adjudged to be
  - (v) If the Allottee/s is/are, convicted of any offence involving moral turpling end on the imprisonment for any offence for more than 6 (six) months;
  - (vi) If a Receiver and/or a Liquidator and/or Official Assignee and/or Insolvency Resolution Professional is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;
  - (vii) If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Allottee's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or
  - (viii) If any of the aforesaid have been suppressed by the Allottee.
  - (ix) If the Allottee/s has/have availed any housing loan from any bank/NBFC/FI for purchase of the Said Apartment, such bank/NBFC/FI has intimated the Promoter about the default of servicing/repayment of pre-EMI towards the housing loan amount disbursed.
  - (x) The Allotee/s agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / the Larger Property or the Promoter or its representatives. In the event the Allottee/s does or omits to do any such act, deed or thing then the Promoter shall, without prejudice to any other rights or remedies available in law, have the option to the terminate this Agreement sending the Allottee/s Noţice of Termination

grain

A. Noise

- 23.5 On the occurrence of an Event of Default/Default, the Promoter shall, without prejudice to any and all other rights and emedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at clauses 24.2 hereinabove. All the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoter are cumulative and without prejudice to one another.
  - 23.6 The Allottee/s agree/s that in the event of termination of this Agreement by the Promoter as provided in this Agreement, and in the event of the Apartment being in the possession of the Allottee/s, then the Promoter shall forthwith be entitled to and have the right to re-enter upon the Apartment and the car parking space and resume possession of the same and the Allottee/s shall thereupon be liable to immediate ejectment there from as trespasser.

#### 24. SOCIETY /ASSOCIATION AND APEX:

- The Allottee/s along with other allottee(s) of other apartments in the Building shall join in forming and registering the society or association or a limited company or condominium to be known by such name as the Promoter may decide (Herein referred to as the "society/Association"). The Allottee/s shall from time to time for this purpose of formation of society/Association resign and execute the application for registration and/or membership and the other papers and documents the formation and registration of the society/Association and for becoming a member, including the bye-laws of the proposed society/Association and duly fill in, sign and or petin to the proposed register within 7 (seven) days of the same being forwarded by the Promoter to the allottees in the proposed society/Association of the allottees in the proposed society/Association of the allottees in the proposed society/Association and duly fill in, sign and or petin to the proposed society/Association and duly fill in, sign and or petin to the proposed society/Association and duly fill in, sign and or petin to the proposed society/Association and duly fill in, sign and or petin to the proposed society/Association and duly fill in, sign and or petin to the proposed society/Association and duly fill in, sign and or petin to the proposed society/Association and duly fill in, sign and or petin to the proposed society/Association and duly fill in, sign and or petin to the proposed society and the proposed society/Association and for becoming a society and the proposed society and the
- 24.2 The society/Association so formed shall admit all allottees of the Building as members in accordance with its constituent document.
- 24.3 The Promoter shall submit relevant application for the purpose of formation of a society or an association of a limited company as the case may be of the Allottee/s along with the other allottee/s of the said Building to the competent authority in accordance with the applicable provisions read with the RERA and RERA Rules and regulation made thereunder.
- 24.4 The Promoter shall be entitled, but not obligated to, join as a member of the society in respect of the unsold apartments/units in the Building.
- 24.5 The Promoter shall, within three months from the date of issuance of the Occupancy Certificate in respect of the Building and sale of all apartments thereto or within one month from the registration af the society/Association, as aforesaid, whichever later. convey/transfer/assign/sub-lease to the Association or cause to be transferred to such society /Association all the right, title and the interest of the Promoter in the habitable floors of the said structure of the Building (excluding basements, stilts and podiums) in which the said Apartment is situated vide a registered Deed of Conveyance. However, the Promoter shall be entitled to (but not obligated to) convey/transfer/assign/sub-lease to the Association, all the right, title and the interest of the Promoter in the structure of the Buildings (excluding basements and podiums) within three months from the date of issuance of the Occupancy Certificate for all the Buildings, subject to the Promoter's right to dispose of the remaining Apartments, if any.
- 24.6 If for any reason, prior to the completion of the Building and the disposal of all apartments, car parking spaces and other premises therein and the receipt by the Promoter of the Consideration of money receivable by them, a Deed of Conveyance or any other transfer deed is executed in favour of the society/Association, then in that event the Promoter shall continue to have the right to construct and complete the Building and dispose of unsold premises / apartments therein and/or to make additional constructions on the said Land and/or to sell and/or otherwise utilize or consume by carrying on construction on the same and for the said purpose utilize the unconsumed F.S.I. and/or the additional FSI which may arise or become available by way of TDR in respect of the same (as permissible under the RERA) and/or avail of any other benefits whatsoever which may arise or become available in respect of the said Land or portion thereof under the existing Development Control Regulations or Building Bye-Laws or Rules or Regulations

Maria

mai

& . Wair

900 or under any subsequent regulations or other relevant provisions of the events mentioned above 07/509 vive the fibli

- The Promoter shall have the right to incorporate and register an all body (hereinafter referred to as "Apex Body") in respect of the Property/said Land (or part the read statistical period of three 24.7 months from the date of receipt of the occupancy certificate of the last building which is to be constructed in the layout of the said Land and/or sale of all apartments which is to be constructed in the layout of the Land (whichever is later). The Promoter shall thereafter, within three months, convey/transfer/convey/assign/sub-lease to the Apex body all the right, title and the interest of the Promoter in the entire undivided or inseparable land underneath all buildings of the said Land jointly or otherwise, on the said Land (hereinafter referred to as the "Property to be Transferred to Apex"). It is clarified that all common areas which are part of the Property to be Transferred to the Apex shall (subject to what is stated in SIXTH SCHEDULE hereunder written in respect of Amenities) be shared by all the allottee/s and/or members within the said Land. There will be certain common areas which shall also be shared between the allottees within the said Land and the owners of any other structures/buildings. However, the Promoter shall be entitled to (but not obligated to) convey/transfer/assign/sub-lease to the Apex Body, all the right, title and the interest of the Promoter in the entire undivided or inseparable land underneath all buildings (forming part of the Apex) along with structures of basements and podiums constructed in a layout jointly or otherwise on the said Land, within three months from the date of issuance of the occupancy certificate of the last building which is to be constructed in the layout of the said Land, subject to the Promoter's right to dispose of the remaining Apartments, if any.
- 24.8 At the time of registration of the Deed of Conveyance /transfer/assignment/sub-lease for the said Building (excluding basements and podiums), the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the society Association on such transfer/assignment of leasehold rights / sub-lease in respect of the said Buildings (excluding basements and podiums) in favour of the society /Association by the Promote At the time of registration of the conveyance of the Property to be Transferred to the Apex in favour of the Apex Body by the Promoter, the Allottee/s or the society/Association shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the said Apex Body on such document to be executed in favour of the Apex Body.

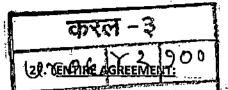
24,9 ex Bosies whe Ricampter may, Notwithstanding the foregoing instead of forming Societies and lent terr at their sole discretion, submit the Project and/or the Developn provisions of the Maharashtra Apartments Ownership Act, 197

#### 25. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

#### 26. BINDING EFFECT:

If the Allottee/s fail/s to execute and deliver to the Promoter, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall be entitled (but not obligated) to serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s may be treated as cancelled at the discretion of the Promoter and the Consideration paid by the Allottee/s (excluding the advance amount and any other amount payable by the Allottee/s to the Promoter) shall be returned to the Allottee, whose name appears first, without any interest or compensation whatsoever, after forfeiture of the Earnest Amount as per the terms of the Booking Application Form and/or any other amount which may be payable to Promoter as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty and deducting all the expenses incurred by the Promoter. Also, the Allottee/s shall not be entitled to seek/refund of any amount paid towards GST/tax/stamp duty, pass through charges, etc.



This Agreement, along with its schedules and annexures, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, application letter, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment.

#### 28. STAMP DUTY AND REGISTRATION:

28.1 The Promoter shall pay the stamp duty and registration charges of this Agreement.

28.2 The Allottee/s shall pay to the Promoter, his/her/its/their share of stamp duty and registration charges payable in respect of conveyance or any document or instrument of transfer in respect of the Building and the said Land to be executed in favour of the society/Association /Apex Body as and when demanded by the Promoter.

#### 29. SEVERABILITY:

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

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

#### 31. PLACE OF EXECUTION:

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

#### 32. NOTICES AND JOINT ALLOTEE/S:

- 32.1 All important notices to be served on the Allottee/s and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by Registered Post A.D. / Courier and through Email and all normal / routine communications shall be deemed to have been duly served if sent to the Allottee/s or the Promoter by notified Email ID at their respective addresses more particularly stated in FOURTH SCHEDULE specified below:
- 32.2 It shall be the duty of the Allottee/s and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post failing which, all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee/s, as the case may be.
- 32.3 In case there are Joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/it/them which shall for all intents and purposes be considered as properly served on all the Joint Allottee/s.

quai

& Wain

#### 33. NOMINEE:

33.1 The Allottee/s hereby nominate/s the person identified in the FOURTH SCHEDULE hereunder written ("said Nominee") as his/her/their nominee in respect of the said Apartment. On the death of the Allottee/s, the Nominee shall assume all the diligibilities of the Allottee/s under this Agreement and in respect of the said Apartment, and shall be liable and responsible to perfect the same, so far as permissible in law. The Allottee/s shall at any time hereafter be entitled to substitute the name of the Nominee. The Promoter shall only recognize the Nominee or the nominee substituted by the Allottee/s (if such substitution has been intimated to the Promoter in writing) and deal with him/her/them in all matters pertaining to the said Apartment, till the time the necessary order of the Court of law has been obtained by any legal heirs and/or representatives of the Allottee/s.

33.2 The heirs and legal representatives of the Allottee/s shall be bound by any or all the acts, deeds, dealings, breaches, omissions, commissions etc. of and/or by the Nominee.

#### 34. INDEMNITY:

The Allottee/s hereby indemnify and keep indemnified the Promoter and hold the Promoter harmless against all actions, suits, claims, demands, proceedings, costs, damages, expenses, losses and liability (including its professional fees in relation thereto) of whatsoever nature incurred or suffered by the Promoter directly or indirectly in connection with: (a) the enforcement of or the preservation of any rights of the Promoter under this Agreement; (b) any breach and/or default by the Allottee/s in the performance of any and/or all of his/her/its/their obligations under this Agreement; (c) any injury to any property (ies) or persons(s); or death of person(s); or damages to any property(ies) howsoever arising related to the use and/or occupation of the Apartment and directly or indirectly as a result of the negligence, act and/or omission of the Allottee/s or his/her/its/their agents, servants, tenants, guests, invitees and/or any person of entity under his/her/its/their control; and (d) Allottee/s's non-compliance with any of the restrictions regarding the use and/or occupation of the Apartment.

# 35. DISPUTE RESOLUTION AND GOVERNING LAWS:

35.1 The rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India and reference to the laws' shall be construed accordingly and the courts at Mumbai shall have exclusive jutisticities in respect of the same.

35.2 In the event of any dispute, the Parties shall attempt to settle such dispute amicably by way of mediation. In the event that any dispute is not resolved, even of the mediation the the the same shall be referred to the competent authority under the provisions of RER and the esolved as provided in the RERA.

#### 36. GENERAL PROVISIONS:

36.1 This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the Parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoter, any agent, employee or representative of the Promoter or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, social media/sms/ whatsapp messages, videos, illustrations, provided to the Allottee/s or made available for the Allottee/s's viewing. This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the Apartment between the Parties hereto.

36.2 This Agreement may only be amended in writing with the consent of all the Parties hereto.

36.3 The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.

41 Praw

A. Nain

36.4 Wherever in his Agreement it is stipulated that the Allottee/s has/have to make any payment, in formation with other anottee/s in the Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the apartments in the Project.

करल -३

5 No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.

- 36.6 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- 36.7 If there is more than one Allottee named in this Agreement, all obligations hereunder of such Allottees shall be joint and several.
- 36.8 The Parties hereto agree that they shall execute, acknowledge and deliver to the other, such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created outransferred hereunder or pursuant to any such transaction.

36 This Agreements shall always be subject to the provisions of RERA and the rules and regulations made other ender and testine other applicable laws.

The Alice's and of Promoter shall present this Agreement as well as the conveyance at the properties stration office of registration within the time limit prescribed by the Registration Act and the Promoter will get and such office and admit execution thereof.

37. For the purpose of this transaction, the details of the PAN of the Promoter and the Allottee/s are more particularly stated in FOURTH SCHEDULE hereunder written

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

#### **SCHEDULES**

#### THE FIRST SCHEDULE: (Description of the said Larger Land)

All that piece or parcel of land or ground bearing City Survey No. 117-A, 117-A, 117-B, 117-C (Old Survey No. 50) admeasuring 1,37,545.20 sq.mtrs. in the Village of Tungwa, Taluka Kurla, Powai Estate Division, in the registration district and sub-district of Mumbai city and Mumbai Suburban and bounded as under:

On or towards the NORTH by : Jogeshwari- Vikhroli Link Road

On or towards the SOUTH by : CTS Nos. 119 G/1B, 119 F/1A/1

On or towards the EAST by : CTS Nos. 118, 119 and 119/ D/ 2

On or towards WEST by : Saki Vihar Road

#### THE SECOND SCHEDULE: (Description of the said Land)

All that piece and parcel of land or ground, lying and being a demarcated part admeasuring 74,996.56 sq. mtrs. (which includes land used/to be used for three consumer sub-stations aggregating to 325 sq. mtrs and one distribution sub-station in 331.25 sq. mtrs, with lease and/or easement rights given/to be given to Tata Power) of plot bearing City Survey nos. 117A, 117A/1, 117-B (Part) and 117-C of Village Tungwa in Powai Estate Division, Taluka Kurla, Saki Vihar Road, Powai, within the Registration District and Sub-District of Mumbai City and Mumbai Suburban and which is bounded as follows:

Quai

& Noir

Jogeshwari-On or towards NORTH by: Partly by L&T Business Park and partly-b

Vikhroli Link Road.

On or towards SOUTH by:

CTS 119 F/ 1A/ 1, CTS 119G/1B

On or towards EAST by:

CTS Nos. 118, 119 and 119/ D/ 2 (

On or towards WEST by:

Partly along L&T Business Park on CIS No

Saki Vihar Road.

#### THIRD SCHEDULE: (Description of the said Apartment)

Apartment bearing No. 5001 admeasuring 52.230 sq. mtrs. carpet area i.e. approximately 562,200 square feet, alongwith ancillary areas admeasuring NIL sq. mtrs. approximately NIL (Sq. ft.), on Stilt Floor in Tower 12A of the Project known as "Veridian at Emerald Isle 12A and 12B", alongwith 1 car parking space/s.

#### **FOURTH SCHEDULE**

				100 100	
	Sr.	Terms and	Meaning/Description / w		
1	No.	Expressions			
	1	Consideration	Rs. 1,67,33,531/- (Rupees One Crore Sixty Seven Lakh Thirty	et thousand Five	
			hundred Thirty One Only).	AR WALLEY	
	2	Earnest Money	A sum of Rs. 16,73,354/-(Rupees Sixteen Lakh Seventy had eathouse	Three handred	
			and Fifty Four Only) (not exceeding 10% of the Consideration) or application fee.	TTE BREE BY	
			Sr No. Particulars	Amount (Rs.)	
	3	Payment Plan	1 Application Money	5,71,428.57	
			2 Earnest Money	11,01,924.53	
			3 Execution of Agreement payable within 60 days of booking	50,20,059.30	
*			4 On Receipt of Occupation Certificate	1,00,40,118.60	
	•		Tota]	1,67,33,531.00	
	4	Bank Account	Bank Account No. Tower/Project		
			777705003135 Veridian at Emerald Isle 12A and	12B	
	5	Rebate for early payments at the sole discretion of the Promoter	NIL % of equal Installments payable by the Allottee/s.		

	करल -			
6	TOE YE Other Charges	Adhoc Maintenance Charges for common areas and racilities of the Building and Project, from the	Rs. <u>25,740/-</u>	
रि	58	Handover Date (6 (Six) months), subject to deduction		
Barran	.,,	Adhoc Maintenance Charges for Common Areas and Facilities of the Project, from handover of charge to the respective Society/Association (6 (Six) months), subject to deduction of the dues, if any, of the respective Society/Association	Rs. <u>25,740/-</u>	
		REFUNDABLE DEPOSIT: Refundable Deposit to be refunded to the Society/Association (subject to deduction of dues, if any) upon handover of charge.	Rs NIL/-	
		Refundable Deposit to be refunded to the Apex Body (subject to deduction of dues, if any) upon handover of charge and/or conveyance with the Apex Body	Rs. <u>1,00,000</u> /-	
	25010	Share Application Money	Rs. <u>600/</u> -	
1	WE BUB REGISTRAD	Charges towards MGL Connection	Rs. <u>27,500/-</u>	
THE SEA OF		Society / Condomonium Formation Charge	Rs. <u>25,000/-</u>	
7	Rosenseina ordin	On or before <u>31st</u> day of <u>July '2025</u> (the "Possession D	ate")	
8	Nominee	The Allottee/s hereby nominate/s the person  NAME OF THE NOMINEE: Shreya Sabrinath Nair.		
	'	ADDRESS OF THE NOMINEE: 1201/D Wing, Sun Shristi,	Saki Vihar Road, Powai, Mumbai	
		400072, Maharashtra, India.		
	-	RELATIONSHIP OF THE NOMINEE WITH THE ALLOTTEE/S: Daughter.		
		PAN NO. OF THE NOMINEE: NA.	_	
9	Notices to be	AADHAR CARD NO. OF THE NOMINEE: 3532 1960 6137	/ <u>.</u> 	
	served at the respective	ALLOTTEE/S		
	addresses:	Name of Allottee/s: Mr. Sabrinath Gopalkrishnan Nair,		
		Address: 1201/D Wing, Sun Shristi, Saki Vihar Ro Maharashtra, India.	<u>ao, Powai, Mumbai - 400072,</u>	
		Notified Email ID: sabrinathnair@gmail.com.		
		PROMOTER		
		LARSEN AND TOUBRO LIMITED (Registered Office)		
		Registered Office: L & T House, N.M. Marg, Ballard Est.  Correspondence Address: L&T Realty, CRM Office, Green	• • • • • • • • • • • • • • • • • • •	
		Correspondence Address: L&T Realty, CRM Office, Ground Floor, A.M. Naik Tower, I Campus, Gate No.3, Jogeshwari – Vikhroli Link Road (JVLR), Powai, Mumbai 400072		
		Notified Email ID: <u>feedback@larsentoubro.c</u>		
10	PAN Nos.	(i) Promoter's PAN - AAACL0140P (ii) Allottee's PAN - <u>ACLPN3715C, AFEPD14</u>		
		ACLYNS/15C, AFEPD14	<u> 44A.                                      </u>	

Jan 1

Grain

a. Now

FIFTH SCHEDULE: (Description of the Apartment Facilities 77 - 3

000 80 900

#### **Specifications of Apartment**

DGVT Tiles flooring in living, dining and master bedroom (Kajaria/Nitco

nent Belf/RAK make)

Vitrified tiles flooring in other bedrooms & kitchen.(Kajaria/Nitco/Orient Bell/RAK make)

Glazed tiles below platform & Ceramic tile/Vetrified tiles dado above Kitchen platform up to two feet height(Kajaria/Nitco/Orient Bell/RAK make)

Granite platform, stainless Steel sink (FRANKE / NIRALI / HINDWARE / NEELKANTH / JAYNA Or Equivalent)

Vitrified antiskid tiles in toilet flooring (Kajaria/Nitco/Orient Bell/RAK make)

Sanitary ware and CP fittings in toilets of reputed brands. (Jaguar/Grohe/American Standard/Kerovit)

Glass enclosure ( 4 BHK, 3 BHK, 2BHK: 1no)/partitions for shower area ( 4 BHK : 3 Nos, 3 BHK: 2Nos , 2BHK: 1no, 1BHK: 1No) and Mirror above wash basin in toilets

Anodized/Powder Coated Aluminum windows

Wooden frames for main door, bedroom and toilet doors

#### Facilities in Apartment

Water inlet and outlet provision and one electric point for Washing mad

Exhaust Fan in toilet (KHAITAN / USHA / BAJAJ / HAVELLS Or Equivalent).

Video Door Phone (ONETOUCH/ALBA URMET / GODREJ / HONEYWELL / Commax Or Equivalent )

Concealed flush tank (Jaguar/Grohe/American Standard/ Gabreit or Equivalent)

Intercom Facility

Split AC in living area & bedrooms (Blue star, Toshiba, Daikin, Carrier, LG, Samsung, Hitachi)

Geyser in toilets (Bajaj, Recold, AO smith or equivalent)

Water purifier: AO Smith, Eureka Forbes, Livpure or equivalent

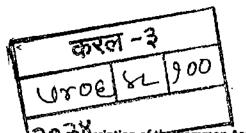
Internet provision

FTTH- Fibre to the Home provision

Hot & Cold water in Basin & Shower in toilets

Grain

q. Noise



#### SIXTH SCHEDULE

2.0 Description of the Common Areas And Facilities And Amenities and

The Key Common Areas and Amenities

#### **Specifications & Facilities of Common Area**

Elevators of reputed brand - Lift with hall lanterns on all floors. (OTIS, FUJITEC, Toshiba, Mitsubishi, Hitachi, Schindler, Thyssenkrupp)

Separate service cum stretcher lift (OTIS, FUJITEC, Toshiba, Mitsubishi, Hitachi, Schindler, Thyssenkrupp)

Firefighting system with Hydrant & Sprinklers

**CCTV Camera at tower entrance and inside lifts** 

Power backup for lift and emergency lighting

(Kajaria/Nitco/Orient Bell/RAK make). - Vitrified flooring in Typical Lift Lobby Area

Machie in Lottance Lobby /Reception at drop off level

**Common Amenities for Entire project** 

atiwasti parvesting System

STP treat water for landscaping and flushing

**CLUB HOUSE AMENITIES (INDOOR) - EXISTING** 

in Club House 1, 1 no in Club House 2)

Badminton Court (1 no in Club House 1, 2 no in Club House 2)

Lounge Area (1 no in Club House 2)

Library/Reading Room (1 no in Club House 2)

Multipurpose hall (In Club House 1&2)

Gymnasium (In Club House 1&2)

Cafeteria (In Club House 1)

Business Centre (1 no in Club House 2)

**AMENITIES (OUTDOOR)** 

Swimming Pool & Kid's pool (With Club House 1&2)

Skating Rink (1 no towards Ph1)

Cricket Bowling Machine with Net (1no Towards Ph1)

Jogging track (Landscape Podium area in Ph 1& 2)

Basketball Ring (1 No Towards Ph1)

Children's play area (Both In Ph1 &2)

Yoga and Meditation Zone (Both In Ph1 &2)

Game simulator/Golf simulator (In Stilt Area of Ph1)

Tennis Court (1 No Towards Ph1)

Indoor Games Room with Table Tennis, snooker and Carom (In Stilt Area of Ph1)

**CLUB HOUSE AMENITIES Handover on Completion of Project** 

Mini theatre

Tennis Court

Brain.

& Naum

#### SIGNED AND DELIVERED

By the within named PROMOTER,

#### LARSEN AND TOUBRO LIMITED

by its authorised signatory

# MR J HAREASH KUMAR

Authorised under Board resolution

dated October 30, 2015

In the presence of......

0 15

SIGNED AND DELIVERED BY THE

within named ALLOTTEE/S

Mr. Sabrinath Gopalkrishnan Nair

Mrs. Savita Sabrinath Nair

of July Kewisc

y seepall lane

0

Mu Du

M. G. Same



S. Nair

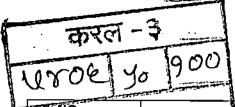






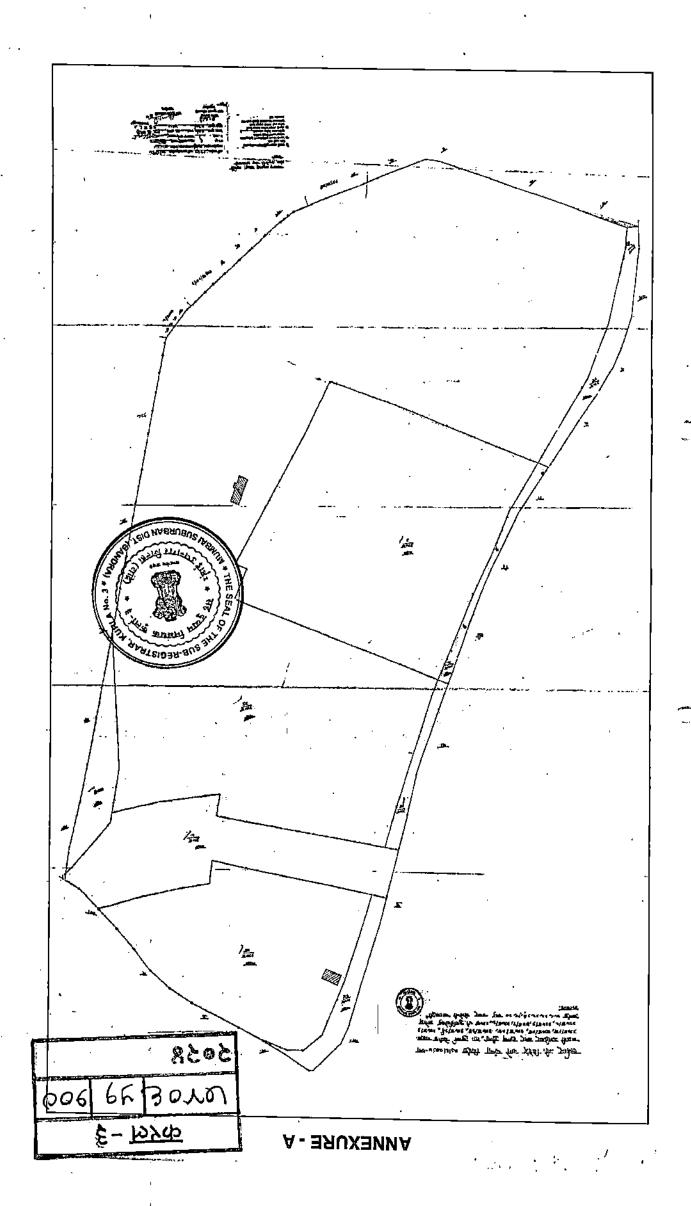






## LIST OF ANNEXURES

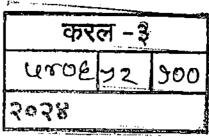
SR. NO.	PARTICULARS
	ANNEXURE "A"- COPY OF THE PLAN DELINEATING THE SAID LARGER LAND
2	ANNEXURE "B"- CHAIN OF TITLE
3	ANNEXURE "C"- FLOW OF TITLE
4	ANNEXURE "D" - A COPY OF THE SANCTIONED LAYOUT FOR THE SAID LAND
5	ANNEXURE "E" - A COPY OF THE PROPOSED LAYOUT INDICATING FUTURE DEVELOPMENT FOR THE SAID LAND
5 HE OUB-REGISTRA	ANNEXURE "F" - A COPY OF COMMENCEMENT CERTIFICATE
and the same of th	ANNEXURE "G" - COPY OF THE REGISTRATION OF THE PROJECT WITH THE
SUBURBAN DIST.	NNEXURE "H" - COPIES OF THE PROPERTY CARD
9	ANNEXURE "I" - COPIES OF THE PLANS AND SPECIFICATIONS OF THE SAID APARTMENT AS SANCTIONED AND APPROVED BY THE LOCAL AUTHORITY
10	ANNEXURE "J" - THE SAID APARTMENT HATCHED IN RED COLOR AS SHOWN IN THE FLOOR PLAN AND THE SAID ANCILLARY AREA SHOWN ON THE PLAN HATCHED IN BLUE COLOUR



# LEFT BLANK INTENTIONALLY

#### **ANNEXURE "B"**

#### **CHAIN OF TITLE**

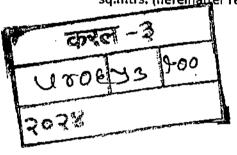


- A. By an Indenture of Sub Lease dated 30<sup>th</sup> March, 1954, made between (1) Shri. Chandrabhan Bhuramal Sharma (2) Shri. Chhedilal Bhikhiram Gupta (3) Smt. Gajraben Shrilal Bhatt (4) Shri. Kishore Shrilal Bhatt (5) Shri. Ashok Shrilal Bhatt, (6) Shri. Vinod Shrilal Bhatt and (7) Shri. Vikram Shrilal Bhatt, therein referred to as the Lessees of the First Part AND Shri. Manubhai Tolashankar Pandya therein referred to as the Confirming Party of the Second Part AND Larsen and Toubro Ltd. referred to as the Sub-lessee therein of the Third Part (the Promoter herein) and registered with Sub-Registrar of Assurances at Mumbai at Sr. No. BOM/2940/1954 on 29<sup>th</sup> April, 1954, a Sub-lease was created in favour of Larsen & Toubro Ltd., of all those pieces and parcels of developed and undeveloped agricultural land or ground bearing Survey No.50 admeasuring 36 Acres 7 Gunthas and 23 sq.yds. equivalent to 1,46,679.80 sq.mtrs. or thereabouts (hereinafter referred to as the "said Total Land") together with all rights, title, interests, benefits, privileges, easements incidental and/or ancillary, accrued and/or to be accrued thereon for a term of 96 years and 9 months commencing from 1st July, 1951, at and for a rent and on the terms, covenants and conditions therein contained;
- B. By a Deed of Conveyance dated 30<sup>th</sup> March, 1964 registered with Sub-Registrar of Assurances at Mumbai at Sr. No.983 of 1964 on 14<sup>th</sup> July, 1964, the Vendors therein granted, assigned, released, conveyed and assured unto the Parchaser (Shri. Chandrabhan Bhuramal Sharma) and the Sub-Purchaser (Smt. Datadevi vii) of Chandrabhan Bhuramal Sharma) therein, all their rights, title, it there in an and interest in respect of the said Leased Brogerts, and for the consideration and on the terms and conditions as stated therein;
- C. By an Indenture of Lease dated 28th July, 1965 executed in respect of the said and Property between Smt. Durgadevi Chandrabhan Sharma, therein electrons the Lessor, of the First Part, Chandrabhan Bhuramal Sharma, of the Second Fart and the Promoter herein (therein referred to as the Lessee) of the Third Part, the parties therein recorded and confirmed that advance deposit of Rs.21,706/- paid by the Lessee therein to Chandrabhan Bhuramal Sharma under Indenture of Sub-Lease dated 30th March, 1954 was received by the said Durgadevi Chandrabhan Sharma. Thus, the Lessee therein, being the Promoter herein, became the direct Lessee of Smt. Durgadevi Sharma on the same terms and conditions contained in the aforecited Indenture of Sub Lease dated 30th March, 1954;
- D. Smt. Durgadevi Sharma died on 2<sup>nd</sup> November, 1986 leaving behind her Last Will and Testament dated 5th August, 1985, appointing her husband Shri Chandrabhan Bhuramal Sharma and her son Shri Chittaranjan Chandrabhan Sharma as the executors of the said Will. A probate of the said Will was granted by the High Court of Judicature at Bombay vide its Order dated 7<sup>th</sup> August, 1992 passed in Testamentary Petition No.58 of 1989 filed by one of the Executors, Shri Chittaranjan Chandrabhan Sharma;
- E. By a Deed of Conveyance dated 8th June, 2005 executed between, Shri Chittaranjan Chandrabhan Sharma, the executor of the Will of Late Durgadevi Sharma (therein referred to as the Vendor) of the one part and Smit Properties Private Limited (therein referred to as the Purchaser) of the other part, and registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-3 / 4118 of 2005, the said Chittaranjan Chandrabhan Sharma sold, transferred, conveyed unto and in favour of the said Smit Properties Private Limited, the said Leased Property. Thus, the said Smit Properties Private Limited became the absolute owner of the said Leased Property subject to the

rights of the Promoter herein, under the aforesaid recited Lease Deed dated 28<sup>th</sup> July 1965;

F. Out of the said Leased Property, an area admeasuring 2276.70 sq.mtrs. was under dispute and a portion of land admeasuring 9134.60 sq. mtrs. was already acquired by Public Works Department. Therefore, by a Sale Deed dated 7<sup>th</sup> November, 2009 executed between Smit Properties Private Limited (therein referred to as the 'Vendor' of one part) and the Promoter herein (therein referred to as the 'Purchaser') of the other part, and registered with the Sub-Registrar of Assurances at Bandra under Serial No.BDR-3 / 163 of 2010, , the said Smit Properties Pvt. Ltd. sold, conveyed and transferred unto the Promoter herein the balance portion of the said Leased Property (after reducing therefrom an area of 2276.70 sq.mtrs and 9134.60 sq.mtrs.) admeasuring 1,35,268.50 sq. mts. of City Survey No. 117–A, 117A/1 and 117-B (formerly Survey no. 50), situate in the village of Tungwa in Powai Estate within the Registration District and Sub-District of Mumbai City and Mumbai Suburban ("said Conveyed Land"), at and for a consideration and on the terms and conditions specified therein. By the said Sale Deed dated 7<sup>th</sup> November, 2009 the Promoter herein, purchased the revisionary rights in respect of the said Conveyed Land from Smit Properties Pvt. Ltd;

G. Subsequently, the aforesaid disputed area of 2276.70 sq.mtrs. of CTS No. 117-C was merged and amalgamated with the said Conveyed Land. Thus, the Promoter is the absolute owner and in possession of and entitled to land totally admeasuring 1,37,545.20 sq.mtrs. (hereinafter referred to as "the said Larger Land")









VBT/PD/NJ/2954 21\*May, 2021

FORMAT - A

To
Maharera,
Housefin Bhavan, FlorNo. C-21,
E - Block, Bandra Kurta Complex,
Bandra (B), Mumbai 400051.

#### LEGAL TITLE REPORT

Sub: Title clearance certificate with respect to all that piece and parcel of developed and undeveloped land or ground bearing City Survey Nos.

Sr.Na.	CTS No.	Area In Squatra.
i.	D7A/JA	1702
ìì,	117A/L	3.1
iù.	117A/2	9134.6
łv,	117A/1B	15017.3
V.	117A/IC	3781
¥ì,	117A/ID	88144,7
vii	117B/1	26620.1
viil	117C	2276,7

aggregating to 1,46,679.2 sq.mtrs in Village Tungwa in Powei Estate Mumbal (bereinafter collectively seferred to as the "said property").

U-We have investigated the title of the said property on the request of Larsen & Toubro Ltd and following documents i.e.;

	(Vendor) and Sanofi India Limited (Purchaser) registered with the
	Sub-Registrar, Kurla at Sr. No. KRL-3-2218/2013.
23" May, 2013	Title Certificate in respect of land bearing City Survey Nos. 117/A
]	(pi) and 1178(pi), of village Tungwa,
18th November, 2011	
,	Title Conflicate in respect of land bearing City Survey Nos. 117/A (pt) and 1178(pt) of village Tungwa
21ª June, 2014	
	NOC of the Labour Commissioner given to Commissioner, MCGM
	for development /sale/transfer of land adm. 39042.16 sq.mtra, out
1 4:	of land bearing CTS No. 117A(pt) adm. 88144.7 sq. mtrs. sinco there
	are no outstanding dues of employees of Electrical and Automation
200	Unit of Larsen & Toubro Ltd.
21 June, 2014	Maharashira Government's approval for grant of NOC for
!	development /sale/transfer of land adm. 39042.16 sq.mirs. out of
1 .	land bearing CTS No. \$17A(pt) adm. 88144.7 sq.mtrs. since there
	are no outstanding dues of employees of Electrical and Automation
· · ·	Unit of L&T.
27th July, 2015	Consent Decree entered into between (i) Sir Mohammed Yusuf
}	Trust, (ii) Shairbanu Mohammed Agboatwala Trust, (iii) Rabiabanu
	Mohammed Trust, (iv) Shabanu Siddick Trust, (v) Nisar Ibrahim
	Patel (Plaintiffs) and Larsen and Toubro Ltd. (Defendant) in Suit
í	No. 1779/2012 before the Hou'ble Bombay High Court and daily
	registered on 12th August, 2015 at Sr.No. 8505/2015 before the Sub-
	Registrar of Assurances Kurla-1.
24th September, 2015	Lease Deed between Larsen and Toubro Limited (Lessor) and
	Sanoil India Limited (Lessee) registered with the Sub-Registrar,
	Kurla et Sr. No. KRL-3-5983/2015.
25 September, 2015	Title Certificate in respect of land bearing City Survey Nos. 117/4
	(pt) and 1178(pt) of village Tungwa
9 <sup>th</sup> May, 2016	Sanctioned Revised Development Plan remarks for land bearing
	CTS No. 117A/IA, 117A/I, 117A/IB, 117A/2, 117A/IC.
	127A/1D, 117/C, 117B/2, 117B/1 and 117A/E of Village Tungwa
	alongwith Block Plan
	Permission for user of Land bearing C.T.S.No. 117A(pt), 117A/1,

			करल - ३		
Descript  All that j	ion of the par piece and par	rei o develo	TO C		\ \
Nos. Sr.No.		4	क्रि		day and have special or
L	H7A/IA	1702		<u> </u>	•
ü.	117A/I	3.1	1		
iii.	117A/2	9134.6	†		
iv.	117A/18	15017.3	1		
٧.	117A/IC	3781	1		
Vi.	117A/1D	88144.7	1		
vii.	(17B/I	26620.1	1		
viü.	II7C	2276,7	]		

aggregating to 1,46,679.2 squore in Village Tungwa in Powal Estate Mumbal.

#### 2) The documents of allotment of plot

Date	Document
13 <sup>th</sup> October, 2008	Lease Agreement between the Government of Mahareshur (Leason and Leason & Toubro Ltd. (Leason) in suspect of an area admeasuring 3416.18 aquatra, out of load admeasuring 3434.6 agreement out of CTS No. 1174/2.
26 August, 2009	Memorandum of Understanding entered into between M/s. Smit Properties Pvt. Ltd. and Lersen & Toubro Ltd.
12 <sup>d</sup> September, 2012	Order of the Collector in respect of Sub-division and amalgemation of plots bearing CTS No. 117 along with certified copy of the plan.
12 <sup>th</sup> March, 2013	Agreement for Sale executed between Larsen & Toubro Ltd. (Vendor) and Sanofi India Limited (Purchaser) registered with the Sub-Registrar, Kurla at Sr. No. KRL-3-2217/2013.
2 March, 2013	Agreement for Salo executed between Larsen & Toubro Ltd.



3) 7/12 extract or property card issued and mutation only

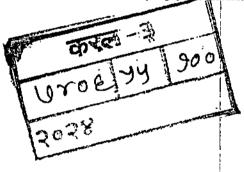
Sr. No.	Document
ŧ.	$7/12$ extract of S.No. 30(part) of Villago Tungwa Issued by Talathi dated $27^{th}$ July, 2016.
2.	Certified copy of Property Card of CTS No. 117A/IA adm. 1702.0 aq.mirs. issued by dated 3rd August, 2016.
3,	Certified copy of Property Card of CTS No. 117A/1 adm, 3.1 sq.mtm, issued by dated 3* August, 2016.
4.	Certified copy of Property Card of CTS No. 117A/2 adm, 9134.6 sq.mirs. issued by dated 3rd August, 2016.

- 4) Search report for 30 years from 1990 till 2019 taken from the Sub-Registrar's office at Mumbai & Bandra from the year 1990 to 2019, at Chembur from the year 1995 to 2019 and from Computer records malutained in the Sub-Registrar of Assurances at Chembur, Natur & Vikhroli from 2002 to 2019.
- 5) Litigations
  - a. Litigation by Mr. Surendra Sharma
  - A. After execution of Conveyance dated 7th November, 2009, Mr. Surendra Sharma filled a Suit No.2751 of 2011 in the Hon'ble Bornbay High Court against Sml. Premiata Chittaranjan Shanna and others, including the Owners, challenging both the Deed of Conveyance dated 8th June, 2005 in favour of M/s. Smil Properties Pvt. Ltd., as also the Deed of Conveyance dated 7th November, 2009 executed in favour of the Owners.
- B. On an Application made for grant of interim reliefs by Mr. Surendra Sharma in Suit No. 2755 of 2011, the Hoo'ble Bombay High Court, vide its Order dated 22<sup>nd</sup> October, 2012 granted injunction in respect of other properties owned by M/s. Smit

Properties Pvt. Ltd., however, no relief was granted in respect of the land sold to the Owners under the Deed of Conveyance dated 7th November, 2009.

- C. Being aggrieved by the Order dated 22<sup>nd</sup> October, 2012, Mr. Surendra, Sharma had filled an Appeal bearing No. 14 of 2013. The Hen ble Division Beach vide its Order dated 12<sup>th</sup> March, 2013 confirmed the Order of the Learned Single Judge dated 22<sup>nd</sup> October, 2012 and in addition thereto, on account of willingness of Mrs. Smit Properties Pv. Ltd., directed them to deposit Rs.50,00,004. In Court to additionally secure the claim of Mr. Surendra Sharma. Neither of these orders affect the right, title or interest of the Owners in respect of the Land purchased by them vide Conveyance dated 7th November, 2009.
- D. An application was fited by Mr. Surendra Sharma for withdrawal of Ra.50,00,000/deposited by Mrs. Smit Properties Private Limited which application was initially dimnissed by the Hon ble Bombay High Court vide Order dated 21st February, 2014. In an Appeal bearing No. 165 of 2014, filed by Mr. Surendra Sharma against the said order, the Hon bie Division Beach by his Order dated 28st April, 2014 allowed Mr. Surendra Sharma to withdraw Ra.40,00,000/- from the aforementioned deposit and also clarified that "this order shall not be construed as expressing any doubt on the title obtained by defendant No.20 (i.e. Owners herein) noder the conveyence".
- E. Both the aforementioned Orders dated 12th March, 2013 and 28th April, 2014 have attained finality as no Appeal has been filed against the aforesaid Orders. Hence, the same do not affect the right, title or interest of Owners, in respect of the land purchased by them vide Conveyance dated 7th November, 2009.
- F. A Chamber Order No. 9 of 2019 was taken out by Defendant No. 19 In Suit No. 2755 of 2011 for socking permission to file written statement. The soid Chamber Order has been allowed by the Hon'ble Borobey High Court vide order dated 22<sup>nd</sup> February, 2019 subject to payment of costs as recorded therein.
- G. An appeal bearing Appeal No. 278 of 2019 has been filed by Mr. Surendra Sharms challenging the order dated 22<sup>nd</sup> February, 2019 and the same is pending adjudication.

H. The Suit No. 2755 of 2011 is pending adjudication Suffers the Bombay High Court.



Consideration order dated 31st March, 1978 granted by the Grantectifs for the man was 20 of the Urban Land Ceiling Act, 1976 (Destinating referred days in ULC Act) is respect of several lands field by Oblight Tollage 11 of 7 of Village Tungwa;

Quashing and setting and of order dated 12st August, 2011 passed by the L4.

Land Company of the Urban Destination for development of land adments of 29872 sq. atm off off TS No. 117A (Furt) of Village Tungwa;

Consideration of the Urban permissions issued by MCGM to the Owners of the President of the Petition, restrain the Owners from the Tollage Tungwa; and the Constant of the Petition, restrain the Owners from the Tollage Tungwa; and the Urban State of the Petition, restrain the Owners from the Tollage Tungwa; and the Urban State of the Petition, restrain the Owners from the Tollage Tungwa; and the Urban State of the Petition of the Petition of the Urban State of the

- B. In view of subsequent developments, on 4<sup>th</sup> June, 2019, the Petitioners withdrew the Writ Petition with liberty to file fresh petition.
- C. Mr. Uday Diait in his capacity os Secretary of Loyal Tigers Welfare Association has filed a Civil Writ Petition (L) No. 18805 of 2019 against the State of Mahazashra and others including the Owners. The said Civil Writ Petition is pending adjudication.
- 2/- On pensal of the above-mentioned documents and all other relevant documents relating to title of the said property, we are of the optotion that the title of Larsen & Toubro Ltd. is clear and marketable, authlect to what is stated in the Title Certificate dated 24,9.2019 annexed as "Annexus" hereto.

#### Owners of the land

- (I) Larsen & Toubro Ltd. CTS No. 117A/IB
- (2) Larsen & Toubro Led, CTS No. 1178/1
- (3) Larsen & Toubro Ltd. CTS No. 117C (4) Larsen & Toubro Ltd. - CTS No. 117A/ID
- (5) Larsen & Toubro Ltd. CTS No. 117A/2
- (6) MCGM CTS No. 117A/1
- (7) MCGM CTS No. 117A/IA
- (8) MCGM CTS No. 117A/IC

#### 6. Litization by Mr. Ralendra Sharma

- A. A separate Sult bearing No.2593 of 2012, was also filed by Mr. Rajendra Sharma, (brother of Mr. Surendra Sharma) against Smt. Premiata Chiltatanjan Sharma and others, including the Owners challenging both the Deed of Conveyance dated 8<sup>th</sup> June, 2005 in favour of M/a. Smit Properties Pvt. Ltd., as also the Deed of Conveyance dated 7<sup>th</sup> November, 2009 executed in favour of the Owners.
- B. On an Application of Mr. Rajendra Sharma for grant of interim reliefs, the Hon'ble Bombay High Court, vide its Order dated 18th November, 2014 did not grant any reliefs in respect of land sold to the Owners, however, on account of willingness of M/s. Smit Properties Pvt. Ltd., directed them to deposit Rs.50,00,000/- in Court to additionally accurs the claim of Mr. Rajendra Sharma.
- C. Mr. Rajendre Sharma was also later permitted to withdraw Rx40,00,000% from the aforementioned deposit and it clarified that "this order shall not be construed as expressing any doubt on the title obtained by defendant No.20 (i.e. Owners herein) under the conveyance".
- D. The aforementioned Order dated 18th November, 2014 has attained finality as no Appeal has been filed challenging the Order till date.
- E. In the aforesaid Order dated 18th November, 2014 no right, title or interest of Owners, in respect of the land purchased by them vide Conveyance dated 7th November, 2009 has been affected.
- P. The Sult No. 2593 of 2012 is pending before the Bombay High Court.

#### c. Litization by Mr. Udov Divit and Mr. Dineth Squant

A. Mr. Uday Diait and Mr. Dinesh Sawant (hereinafter referred to as "Petitioners"), former employees with Larsen and Toubro Ltd. filed Writ Petition No. 1578 of 2016 against State of Mahazzahira and others including the Owners before the Houble Bombay High Court inter alia seeking:

#### (9) Qualifying comments/remarks -

- This Title Certificate is as of 24<sup>th</sup> Suptember, 2019.
- b. The title of Larsen & Toubro Ltd. in respect of the said property is subject to the observations and encumbrances set out in the enclosed Title Certificate dated 24<sup>th</sup> September, 2019.
- c. Larsen & Toubro Ltd. has a limited interest of teasehold rights for a period of 30 years with effect from 13<sup>th</sup> October, 2008 in respect of land admeasuring 3416.18 eq.mirs. out of fund bearing CTS No. 117A/2.
- d. Larsen & Toubro Ltd. has already surrendered to the MCGM their right, title and interest in the set back area admeasuring 5486.10 sq.mtrs. and consequently, do not have any substating right, title interest in CTS No. 117A/1, CTS No. 117A/1A and CTS No. 117A/1C though the Property Register Cards in respect thereto still stands in the name of Larsen & Toubro Ltd.
- 3/- The report reflecting the flow of the tilts of the Larsen & Toubro Ltd. on the said property viz. Tible Certificate dated 24th September, 2019 is enclosed herewith as Annexure.

Encl: Annexure

For M/s. Michilal Kiper Ambalal & Co

Date 21 May, 2021

VBT/ST/PD/4755

#### DY HAND DELIVERY

To, Larsen & Toubro Limited L&T Business Park Gate No. 5, 10<sup>th</sup> Floor, Powai, Mumbai

· Dear Sirs,

#### Ro: TITLE CERTIFICATE

Sub; All that piece and parcel of developed and undeveloped land or ground bearing City Survey Nos,

Br.No.		Area in Sq.mire.
L.	117A/1A	1703
11.	117A/1	3.1
ш.	117A/2	
ìv.	117A/1B	
٧.	117A/1C	3781
vi.	117A/1D	
vii.	117B/1	
viii.	117C	2276.7

aggregating to 1,46,679.2 sq.mtra in Village Tungwa in Powai Estate Mumbai (hereinafter collectively referred to as the "said property").

Owners: Larsen & Toubro Limited

We have been instructed by Larsen & Toubro Limited to issue updated Title Certificate to our previous Title Certificate dated  $30^{\circ}$  January, 2017

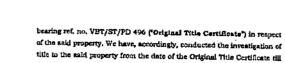
LMA Chembert, British Hosel Lane, Off Mumbel Sumerher Mary, Flot, Numbel 600 001, Inde Rei: 91-22-239 0033 - 07 - Fex 91-22-2090 0033 - Elmelt miss@princo.com - Wheeler; areaumbers.

Recommended as "Top Ther Firm" in Dispute Resolution by The Asia Pacific Legal 500 is 2019
Awarded "Blook Trusted MEAR Law Firm - India & Commended Lifegisters" by APAG (makes 2015
Awarded "Dispute Resetation Firm of the Year 2017 (Aurelati" by the Legal Ern.

mka manifal khor ambalal & co.

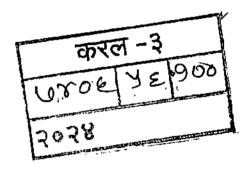
Bahvacanas - Ballattors - notary | east, 191

	Commissioner, MCOM for development /sale/transfer of land adm, 39042.15 equatrs, out of land bearing CTS No. 117A[pt] adm. 88144.7 equatrs, since there are no outstanding dues of employees of Electrical and Automation Unit of Lausen & Toubro Lid.
21#Junc,2014	Maharashtra Government's approval for grant of NOC for development /sale/transfer of land adm. 39042.16 sq.mtrs. out of land bearing CTS NO. 117A(pt) adm. 88144.7 sq.mtrs. since there are no outstanding dues of employees of Electrical and Automation Unit of L&T.
22 <sup>nd</sup> June, 2015	Notice of Advocate Jitendra J. Shah on behalf of Mr. Faruq Abdul Rehman Yusuf, one of the trustee of Sir Mohammed Yusuf Trust.
1 <sup>m</sup> July, 2015	Reply to Notice of Advocate Jitendra J. Shah dated 22rd June, 2015.
2"4 July, 2015	Notice of Advocate Jitendra J. Shah.
2°4 July, 2015	Notice of Advocate Jitendra J. Shah addressed to Mr. Nisar forahim Patel.
2 <sup>nd</sup> July, 2015	Reply addressed by M/s. Essa Associates to Advocate Jitendra J. Shah in response to his notice dated 22 <sup>nd</sup> June, 2015.
27 <sup>th</sup> July, 2015	Consent Decree entered into between (II Sir Mohammed Yusuf Trust, (ii) Shairbanu Mohammed Agboatwala Trust, (iii) Rahishanu Mohammed Trust, (iv) Shabanu Siddick Trust, (v) Nisar Brahim Patel (Paintiff) and Larsen and Toubro Ltd. (Defendant) in Suit No. 1779/2012 before the Hon'ble Bombay High Court and duly registered on 12th August, 2015 at Sr.No. 8505/2015 before the Sub-Registrar of Assurances Kurla-1.
24th September, 2015	Lease Deed between Larsen and Toubro Limited (Lesser) and Sanoll India Limited (Lesser) registered with the Sub-Registrar, Kurla at Sr. No. KRL 5-5983/2015.
25th September, 2015	Title Cartificate in respect of land bearing City Survey Nos. 117/A (pt) and 117B(pt) of village Tungwa
9th May, 2016	Sanctioned Revised Development Plan remarks for land bearing CTS No. 117A/1A, 117A/1, 117A/1B, 117A/2, 117A/1C, 117A/1D, 117/C,



#### COPIES OF THE FOLLOWING DOCUMENTS WERE FURNISHED FOR PERUSAL;

Date	Document
13th October, 2008	Lease Agreement between the Government of Maharashtra (Lessor) and Larsen & Toubro Ltd.
	[Lessee] in respect of an area admeasuring 3415.18 eq.mbrs. out of land admeasuring 9134.6 sq.mbrs. out of CTS No. 117A/2.
26th August, 2009	Memorandum of Understanding entered into between M/s. Smit Properties Pvt. Ltd., and Larsen & Toubro Ltd.
	Record and proceedings of Suit No. 1779/2012 filed by Sir Mohammed Yusuf Trust and others against Larsen & Toubro Ltd. before the Honble Bombay High Court
12th September, 2012	Order of the Collector in respect of Sub-division and amaignmation of plots bearing CTS No. 117 siongwith certified copy of the plan.
12 <sup>a</sup> March, 2013	Agreement for Sale executed between Larsen & Toubro Ltd. (Vender) and Sanoli India Limited (Furchaser) registered with the Sub-Registrar, Ruria at Sr. No. KRL-3-2217/2013.
12 <sup>th</sup> Merch, 2013	Agreement for Sale executed between Larsen & Touter Ltd. (Vendor) and Sanofi India Limited (Purchaser) registered with the Sub-Registrar, Kuria at Sr. No. KRL-3-2218/2013.
23 <sup>rd</sup> May, 2013	Title Certificate in respect of land bearing City Survey Nos. 117/A [pt] and 117D[pt], of village Tungwa.
18th November, 2013	Title Certificate in respect of land bearing City Survey Nos. 117/A [pt] and 117B[pt] of village Tungwa
21" June, 2014	NOC of the Labour Commissioner given to



mka manilat ikher smbalel & co.

sovocetes - enlicture - notary ( east, 101)

	117B/2, 117B/1 and 117A/E of Villago Tungwa alongwith Block Plan.
19 <sup>th</sup> May, 2016	Permission for user of Land bearing C.T.S.No. 117A[pt], 117A[t], 117B[pt] and 117C of Village Tungwa for residential purpose and adjustment of D.P. Road area agalost amenity area.
24 <sup>th</sup> June, 2016	Receipt issued by MCOM to Larsen and Toubro Limited in respect of Property Tax Account No. LX1208490520000
244 June, 2016	Receipt issued by MCGM to Larsen and Toubro Limited in respect of Property Tax (Account No. LX1208480480000.
24 <sup>th</sup> June, 2015	Receipt issued by MCGM to Larsen and Toubro Limited in respect of Property Tax Account No. LX1208480300000.
24th June, 2016	Receipt issued by MCGM to Larsen and Toubre Limited in respect of Property Tax Account No. LX1208480580000.
27th July, 2016	7/12 extract of S.No. 50(part) of Village Tungwa.
3rd August, 2016	Certified copy of Property Card of CTS No. 117A/1A adm. 1702.0 sq.mtrs.
3rd August, 2016	Certified copy of Property Card of CTS No. 117A/1 adm. 3.1 sq.mtrs.
3rd August, 2016	Certified copy of Property Card of CTS No. 117A/2 adm, 9134.6 sq.mtrs.
3rd August, 2016	Certified copy of Property Card of CTS No. 117A/1B adm. 15017.3 sq.mtrs.
28th September, 2016	Receipt issued by MCGM to Larson and Toubro Limited in respect of Property Tax Account No. LX1208490440000.
28th September, 2015	Receipt issued by MCGM to Larsen and Toubro Limited in respect of Property Tax Account No. LX1208490360000.
	Record and proceedings of Writ Petition No. 1578 of 2016 filed by Mr. Uday Didt and Mr. Dinesh Sawant against the State-of Mahamahtra and others including Deen and Joubro So.
19 <sup>th</sup> July, 2019	Letter addressed by an Michael M. Chango Owners

H. SEARCH



mka manifet kher ambalet & co.

advocates - solicitors - notary | anid, 191

Search was conducted for 30 years with respect to the said property in the office of the Sub-Registrar of Assurances, at Mumbel & Bandra from the year 1990 to 2019, and Chembur from the year 1995 to 2019 and from Computer records maintained in the Sub-Registrar of Asstrances at Chembur, Nahur & Vikhroll from 2002 to 2019.

#### III. PUBLIC NOTICE:

No fresh Public Notice has been lesued as instructed by the Owners.

#### IV. BEARCH FROM THE REGISTRAR OF COMPANIES:

Search was conducted in the office of the Registrar of Companice [hereinelter referred to as TROCT].

#### V. DEVOLUTION OF TITLE

- A. It appears that one Sir Mohammed Yusuf Khot, Mrs. Shairbanu Mohammed Agboatwala Trust, Mrs. Rabiabanu Mohammed Trust, and Mrs. Shabanu Siddick Trust originally owned several properties in the District of Mumbal including village Truswa.
- 3. The trustees of Sir Mehammed Yusuf Trust and the mutavailis of Mrs. Shairbanu Mehammed Agbestwala Trust, Mrs. Rabiabanu Mehammed Trust, Mrs. Shabanu Siddick Trust executed an Indenture of Lease dated 21s October, 1948 pursuant to which they gave lease of several lands situated in villages of Sakt, Powel, Tungwa, Paspell, Kopri and Trandas in Taluka Kuria, District for 99 years from 1s April, 1948 in favour of Mr. Chandraban Hhuramal Shanna and others. The said leasehold lands also included land admeasuring 36 acres 7 gunthas and 23 sq. yards

٥

Uroe yu 900

B-REGISTRAP

equivalent approximately to 143440 sq.mirs, then bearing old Survey No. 50 of village Tungwa (Later forming part of CTS No. 117 of Village Tungwa).

- C. By an Indenture dated 30° March, 1954, Mr. Chandraban Bhuramal Sharma and others granted sub-lease of the land bearing S.No. 50 admeasuring 36 series 7 gunthas and 23 acyards of village Tungwa in farour of the Owners for a period of 95 years 9 months commencing from 1° July, 1951 [hereinafter referred to as "sub-leased land".
- D. Subsequently, upon approval of industrial layout by the Municipal Corporation of Greater Mumbai (hereinafter referred to as "MCGM"), in or about 1954, the Owners constructed its factory on the said sub-leased land.
- E. By a Deed of Conveyance dated 30th March, 1964 executed between the trustees of Sir Mohamed Yusuf Trust and the mulavallis of Mrs. Shairbanu Mohammed Agbeatwala Trust, Mrs. Rablabanu Mohammed Trust, Mrs. Shabaru Siddick Trust and Mr. Chandraban Bhuremal Sharma and others and Smt. Durgadevi Sharma (therein referred to as 'the Sub-Purchaser'), various lands bearing Private Survey Nos. mentioned in fourth schedule thereof including the sub leased land were sold and conveyed to Smt. Durgadevi Sharma.
- F. By an Indenture dated 28th July, 1965, executed by and between 8mt. Durgadevi Sharma and the Owners, Smt. Durgadevi Sharma confirmed the lease granted to the Owners under the Indenture of Sub-Lease dated 30th March, 1954.

L

edvocated - solicitors - notary ( said, 1918

H. Lu, terms of the award declared on 18th April, 1974 bearing LAQ/1/1972, anjarca of 2985.7 sq.mire. out of S.No. 50(part) of Villago Tungwa was acquired by Maharashtra Housing Board and

and Tungwa. An area 50 of village Tungwa

S.No. 51 (part) of village

Vilingo Tungwa was acquired by Maharaahtra Housing Board and an area of 2360.7 sq. mtra. (equivalent to 2276.7 sq.mtra. on property card register) out of 8.No. 51 (part) of Village Tungwa was added to the area of 8.No. 80 (CTS No. 117) of Village Tungwa by the City Survey Authorities in the Kami Jasta Patrak.

- An area admeasuring 876 squatre, out of S.No. 52(part) also formed part of S.No. 50 (CTS No. 117) of Village Tungwa.
- J. Thus, the area of CTS No. 117 of Village Tungwa comprised of an area admeasuring 143440 eq.mire. bearing 8.No. 50(part), 2360.7 eq. mire. bearing 8.No. 51 (part) and an erea admeasuring 676 eq.mire. out of 8.No. 52(part) aggregating to 145576.7 eq.mire. (hereins/her referred to as "said entire land")
- K. Smt. Durgadevi Sharma died testate on 2<sup>nd</sup> November, 1986. By her Will dated 6<sup>th</sup> August, 1985 (hereinafter referred to as \*said Will], she appointed her husband Shri Chandrabhan Sharma and her son Ehri Chittaranjan Sharma as the executors. The said

Will is probated by an Order dated 7th August, 1992 passed in Testamentary Petition No. 58 of 1989 filed in Bombay High Court.

- L. Pursuant to order dated 20th September, 1991 of the Collector and order dated 3th July, 1993 of the District Registrar of Land Records, the said entire land bearing CTS No. 117 of Vidage Tungwa then admeasuring 146676.7 sq.mtra. was sub-divided into land admeasuring CTS No. 117A admeasuring 119021.8 sq.mtra. and CTS No. 117B admeasuring 27654.9 sq.mtra.
- M. In the meanwhile, the Public Works Department of the Government of Maharashtra (hereinafter referred in as "PWD") acquired an area admeasuring 9134.6 sq.mtra, out of CTS No. 117A of Village Tungwa and took possession of the same on 6th March, 2000. However, a separate Property Register Card was not opened for the acquired area at the relevant time.
- N. In the year 2003, proceedings were initiated before the Revenue Authorities by trustees of Sir. Mohammed Yusuf Trust, Mrs. Shalrbanu Mohammed Agboatwala Trust, Mrs. Rabiabanu Mohammed Trust, Mrs. Shabonu Siddick Trust through their constituted attorney M/s. Essa Associates, a sole proprietary firm of Mr. Nisar Ibrahlm Patel, challenging the inclusion of an area of 2360.7sq.mtrs. (2276.7 sq. mtrs. as per Property Register Card) out of S.No. 51 (part) of Village Tungwa in S.No. 50 (CTS No. 117A) of Village Tungwa.
- O. Hy an order dated 29th January, 2005 passed by the Collector, Mumbal, it was held that an area admeasuring 2360.7sq.mtra. was inadvertently included in CTS No. 117A of village Tungwa

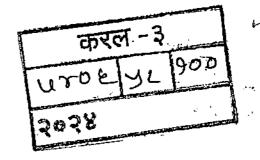


and accordingly CTSO of Ghatkopar was directed to exclude the area of 2360,7sq.mtrs. from CTS. No. 117A and open a separate Property Register Card in the name of trustees of Sir. Mohammed Yusuf Trust, Mrs. Shairbanu Mohammed Agboatwala Trust, Mrs. Rahlabanu Mohammed Trust, Mrs. Shabanu Siddick Trust.

- P. Consequently, the area admensuring 2360.7aq.mtrs. (2276.7 aq. mtrs. as per Property Register Card) out of CTS No. 117A of village Tungwa was assigned Property Register Card bearing CTS No. 117C by CTSO Ghatkupar and the balance area of 116745.1 aq.mtrs. continued to be part of Property Register Card No. CTS No. 117A. The area admeasuring 2276.70 aq. mtrs. bearing CTS No. 117C thus became a disputed area at the relevant time.
- Q. By and under a registered Deed of Conveyance dated 8th June, 2005 executed between Shrl Chliteranjan C. Sharma, the executor of the Will of Late Durgadevi Sharma (as the Vendor therein) and M/s. Smit Properties Pvt. Ltd., (as the Purchasers therein), M/s. Smit Properties Pvt. Ltd., became the absolute owners of the said entire land subject however, to the rights of the Cowners under the Sub-Lease dated 30th March, 1954 and the Lease Deed dated 28th July, 1965 in respect of the sub-leased land.
- R. In 2008, the area acquired by PWD admeasuring 9134.6 sq.mtrs. out of CTS No. 117A was easigned a separate Property Register Card No. CTS No. 117A/2 and the balance area of 107610.5 sq.mtrs. continued to be part of Property Register Card No. CTS No. 117A.



- 8. By a Lease Agreement dated 13th October, 2008 between the Government of Maharashtra and the Owners, an area admessuring 3416.18 sq.mbrs. out of land admessuring 9134.6 sq.mbrs. out of GTS No. 1174/2 (therein referred to as 'CTS No. 1177) was leased to the Owners for a term of 30 years with effect from 13th October, 2008 on the terms and conditions set out therein.
- 7. By a Memorandum of Understanding dated 21st August, 2009 executed between M/s. Smit Properties Pvt. Ltd. (as the Vendors therein) and the Owners the Purchasers thereth), the Owners egreed to purchase the land bearing 8.No. 50 admeasuring 1.35,268.50 acmirs. (after excluding an area admeasuring 9134.6 sq.mirs. already acquired by PWD and an area admeasuring 2276.7 sq.mirs. bearing CTS No. 117C of Village Tungura out of the said entire land for variable consideration and upon the terms and conditions as set out therein.
- U. The Owners had caused Public Notice to be published in the newspapers inviting claims from the public in respect of sais of land admeasuring 1,35,258.50 sq.mtrs. in their favour. Smt. Tulaidevi Sharma, Mr. Surendra Sharma and Mr. Rajendra Sharma objected to the proposed sais.
- V. Smt. Tulsidevi Sharma filed a suit bearing 8.C. No.787 of 2009 in the Bombay City Civil Court against M/s. Smlt Properties Pvt. Ltd., and the Executor of the Will of late Smt. Durgadevi Sharma challenging the sale of the said entire land in favour of M/s. Smlt Properties Pvt. Ltd. The disputes were subsequently settled and



mka manilal kher ambalal & co.

advocates + scalchors + notary | early, 1910

the parties to the Sult No.787 of 2009 filed Consent Terms deted 31x October, 2009, pursuant to which the Sult was disposed of in terms thereto.

- W. By a notarized Deed of Settlement dated 1\* November, 2009, Mr. Surendra Sharma unconditionally withdrew the objection raised by him and accepted and acknowledged that M/s. Smit Properties Pvt. Ltd. were the owners of land admeasuring 1,35,268.50 ag.mbrs. of Village Tungwa pursuant to Deed of Conveyance dated 8\* June, 2005.
- X. By a notarized Deed of Settlement dated 2<sup>rd</sup> November, 2009, Mr. Rajendra Sharma unconditionally withdraw the objection raised by him and succepted and acknowledged that M/s. Smit Properties Pvt. Ltd. were the owners of land admeasuring 1,35,258.50 sq.mirs. of Village Tungwa pursuant to Deed of Conveyance dated 8<sup>rd</sup> June, 2005.
- Y. M/s. Smit Properties Pvt. Ltd. under notarized Deed of Indemnity dated 3<sup>rd</sup> November, 2009 indemnified the Owners against any claim, loss or damages that may be suffered by the Owners on account of any of the representations made by M/s. Smit Properties Pvt. Ltd. as recorded in the Consent Terms filed in S.C. No.787 of 2009 and Sale Deed dated 8<sup>rd</sup> June, 2005.
- Z. By and under a registered Conveyance dated 7th November, 2009 executed between M/a, Smit Properties Pvt. Ltd., (as Vendors therein) and the Owners (as the Purchasers therein), the Owners became the absolute owners of the land bearing S.No. 50 admeasuring 1,35,268.50 ag.mtrs. from and out of the said entire

mka manifat kher anubelal & co.

edvocated - addictions + notary | eskil 1916

land together with the structures standing thereon (which structures were constructed by the Cwners as the Lossee of the sub leased land, at their own cost and all rights, title, interest, benefits, privileges, casements including the reversionary rights bearing City Survey No. 117A, 117A/L and 117B. This Conveyance is registered with the Registrate of Assurances at Mumbal at Sr. No. BDR-3-163/2010 dated 49 January, 2010.

12

BB. The MCGM vide its with their Ley parts, 213 parts granted the Owners permission for parge of over from in the MCGM 2117A (Part), 117B (part) & 117A/1 of Village 118 parts in the Special Industrial Zone [1-3] and admeasuring 49522.00 sq.mtrs. out of the land admeasuring 1,35,266.50 sq.mtrs. and included 19545.36 sq.mtrs. out of CTS No. 117B (Part) and 29872 sq.mtrs. out of CTS No. 117B (Part) and 29872 sq.mtrs. out of CTS No. 117B (Part).

CC. By a registered Agreement for Sale dated 12th March, 2013
Owners agreed to construct and subsequently sell a building as

ı

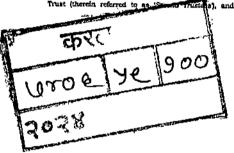
ı

particularly mentioned therein on a portion of the property admeasuring 2986.65 eq. mire, on the land bearing Survey No. 117B, being part of the L&T Business Park (hereinsfter referred to as "Demised Land") to Sanofi India Limited. By another registered Agreement of even date, Owners agreed to assign the leasehold rights of the aforementioned part of the property in

The Owners completed construction of Building on the Demised Land and as agreed under the Agreement for Sale dated 12th March, 2013, conveyed and transferred the said Building unio Sanofi india Ltd. vido a registered Deed of Conveyance.

favour of Sanofi India Limited for a term of 999 years.

- corded in the registered Agreement for Sale dated 12th March, 2013, the Owners granted and demised in favour of Sanofi India Limited the Demiese Land by way of lease for a period of 999 years under an Indenture of Lease dated 240 September, 2015, duly registered on 29th September, 2015 at Sr.No. 5983/2015.
- By and under an Indenture of Conveyance dated 27th May, 2011 executed between the (I) Mr. Raroun Alim A.R. Yusuf (2) Mr. A.Rashid A.R. Yusuf (3) Mrs. Zalbunnissa H. Miths (4) Mr. M. Khalcel S. Bulalman (5) Mr. A. Hamied S. Sulalman and (6) Mr. Forug A.R. Yusuf (acting therein through Mr. Haroun Alim A.R. Yusuf, the Chairman of the Sir Mohammed Yusuf Trust), all trustees of Sir Mohammed Yusuf Trust (therein referred to as First Trustees) and (1) Mrs. Rukhsana H. Sulsiman (2) Mr. A. nu Mohammed Trust (therein referred to as Sa



mkamanilal kher embalal & co.

Zaibunnissa H. Mitha (2) Mr. A. Rashid A.R. Yusuf (3) Mra. Razia K. Ahmed (4) Mr. Haroun Alim A.R. Yusuf, all trustees of Shairbanu Mohammed Agboatwaln Trust (therein referred to as 'Third Trustess' and (1) Mr. Khalcel S. Sulaiman (2) Mr. A. Hamled S. Sulaimen (3) Miss Mumtaz Sulaimen (4) Mrs. Roshen Mahendragir all trustres of Shabanu Skidick Trust (therein reletted to as 'Fourth Trustees', the First Trustees, Second Trustees, Third Trustees and Fourth Trustees collectively referred to therein as the 'Owners' of the One Part and Mr. Niser Brahim Patel, soic proprietor of M/s. Essa Associates (therein referred to iser of the Other Part], the land admeasuring 2276.7 eq.mtrs. bearing CTS No. 117/C was conveyed to Mr. Nisar Ibrahlm Patel. The Indenture of Conveyance is duly registered on 8th June, 2011 at Sr.No. 5799/2011 before the Sub-Registrar of

14

- GG. Subsequently, the trustees of ij Sir Moham Trust, (iii) Shairbanu Mohammed Agboatwala Trust, (iii) Rabiabanu Mohammed Trust, (iv) Shabanu Siddick Trust and Mr. Nisar Ibrahim Patci, sole proprietor of M/s, Essa Ass (hereinafter collectively referred to an "Plaintiffs") filed Suit bearing No. 1779 of 2012 in the Bombay High Court against the Owners (therein referred to as 'Defendant') inter alla claiming physical and vacant possession of the land admeasuring 2176.7 sq.intre. from the Owners, of which the Owners were in physical
- HH. In the meanwhile, the Plaintiffs and the Owners settled the Suit bearing No. 1779 of 2012 by filing Consent Terms dated 9th

1

## a. <u>Litination by Mr. Burendra Bharma</u>

- A. After execution of Conveyance dated 7th Nov Surendra Sharma filed a Suit No.2755 of 2011 in the Honble Bombay High Court against Smt. Premiets Chitterenjan Sharma and others, including the Owners, challenging both the Deed of Conveyance dated 8th June, 2005 in favour of M/s. Smit Properties Pvt. Ltd., as also the Deed of Conveyance dated 7th ember, 2009 executed in favour of the Owners.
- B. On an Application made for grant of interim relicis by Mr. Surendra Sharma in Sult No. 2755 of 2011, the Honble Bombay High Court, vide its Order dated 22rd October, 2012 granted injunction in respect of other properties owned by M/s. Smit Properties Pvt, Ltd., however, no relief was granted in respect of the land sold to the Owners under the Deed of Conveyance dated 7th November, 2009.
- C. Being aggrieved by the Order dated 22rd October, 2012, Mr. Surendra Sharma had filed an Appeal bearing No.14 of 2013. The Hon'ble Division Bench vide its Order dated 12th Merch, 2013 confirmed the Order of the Learned Single Judge deted 22= October, 2012 and in addition therete, on account of willingness of M/s. Smit Properties Pvt. Ltd., directed them to denosit Ra.50,00,000/- in Court to additionally secure the claim of Mr. Surendra Sharma, Neither of these orders affect the right, title or interest of the Owners in respect of the land purchased by them vide Conveyance dated 7th November, 2009.

POR REGISTRAD Petel sold, transferred PUBLICATION OF II. The said Consent Deer

5.7 eq.mtm. in favour of Accordingly, Consent a was drawn up on 27th "Consent Decree".

- was duly registered before the Sub-Registrar of Assurances at Kuria on 12<sup>5</sup> August, 2015 at Sr.No. 8505/2015.
- Pursuant to the said registered Consent Decree, the name of the Owners has been mutated on the Property Register Card of CTS No. 117/C of Village Tungwa on 19th November, 2015.
- The Property Register Cards have been issued by the Office of City Survey at Ghatkopar in respect of the said property, Save and except CTS No. 117A/2, wherein the Owners have leasehold rights in respect of an area admissioning 3416,18 sq.mirs, out of land admeasuring 9134,6 eq.mtrs. out of CTS No. 117A/2, and set back area comprising of [i] an area adm. 1702 eq.mtrs. bearing CTS No. 117A/1A, [ii] 3781 sq.mtrs. bearing CTS No. 117A/1C adm. and (ii) 3.1 sq.mtrs. bearing CTS No. 117A/1 which has already been handed over to the MCGM, the Owners are recorded as the present holders in respect of the remaining portion of the said property.

- D. An application was filed by Mr. Surendra Sharma for withdrawal of Rs.50,00,000/- deposited by M/s. Smit Properties Private Limited which application was initially dismissed by the Honble Bombey High Court wide Order dated 21s February, 2014. In an Appeal bearing No. 165 of 2014, filed by Mr. Surendra Sharma against the asid order, the Honble Division Bench by its Order dated 28s April, 2014 allowed Mr. Surendra Sharma to withdraw Rs.40,00,000/- from the aforementioned deposit and also karified that "this order shall not be construed as expressing any doubt on the fills obtained by defendant No.20 (Le. Owners herein) under the conveyance".
- E. Both the aforementioned Orders dated 12th March, 2013 and 28th April, 2014 have attained finality as no Appeal has been fited egainst the aforesaid Orders. Hence, the same do not affect the right, title or interest of Owners, in respect of the land purchased by them vide Conveyance dated 7th November, 2009.
- F. A Chamber Order No. 9 of 2019 was taken out by Defendant No. 19 in Suit No. 2755 of 2011 for seciding permission to file written statement. The said Chamber Order has been allowed by the Hon'ble Bombay High Court vide order dated 22<sup>ad</sup> February, 2019 subject to payment of costs as recorded therein.
- G. An appeal bearing Appeal No. 278 of 2019 has been filed by Mr. Surendra Sharma challenging the order dated 22<sup>nd</sup> February, 2019 and the same is pending adjudication.
- H. The Suit No. 2755 of 2011 is pending adjudication before the Bombay High Court.

d



edvocates - solicitore - notary | esid. 1916

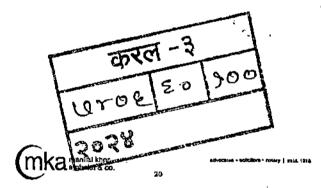
19

- F. The Suit No. 2593 of 2012 is pending before the Bombay High Court.
  - c. Litigation by Mr. Uday Digit and Mr. Dinesh Bawant
- A. Mr. Uday Dicit and Mr. Dineah Sawant (hereinafter referred to sa Patitioners"), former employees with Larsen and Toubro Ltd. filed Writ Petition No. 1578 of 2016 against State of Maharsahtra and others including the Owners before the Hon'ble Bombay High Court inter alia seeking:
  - a. Cancellation of exemption order dated 31st March, 1978 granted by the Government to the Owners u/s, 20 of the Urban Land Ceiling Act, 1976 (hereinafter referred to as the "ULC Act") in respect of several lands held by the Owners including CTS No. 117 of Village Tungwa;
  - b. Quashing and actting aside of order dated 12th August, 2011 passed by the Ld. Labour Commissioner granting permission for development of land admeasuring 29872 sq.mtrs. out of CTS No. 117A (Part) of Village Tungwa;
  - Quashing and setting aside of building permissions lasted by MCGM to the Owners.
  - d. Fending the final hearing and disposal of the Petition, restrain the Owners from carrying on any further construction on the land exempted under the order dated 31st March, 1978.
- B. In view of subsequent developments, on 4th June, 2019, the Petitioners withdrew the Writ Petition with liberty to file fresh petition.



b. Litigation by Mr. Rajendra Sharma

- A. A separate Sult bearing No.2593 of 2012, was also filed by Mr. Rajendra Sharma, (brother of Mr. Surendra Sharma) against Smt. Premiata Chittaranjan Sharma and others, including the Owners challenging both the Deed of Conveyance dated 8th June, 2005 in favour of M/a. Smit Properties Pvt. Ltd., as also the Deed of Conveyance dated 7th November, 2009 executed in favour of the Owners.
- B. On an Application of Mr. Rajendra Sharma for grant of interior reliefs, the Honbid Bombay High Court, vide its Order dated 18th November, 2014 did not grant any reliefs in respect of land sold to the Owners, however, on account of willingness of Mfs. Smit Properties Prt. Ltd., directed them to deposit Ra.50,00,000/- in Court to additionally secure the claim of Mr. Rajendra Sharma.
- C. Mr. Rajendra Sharma was also later permitted to withdraw hts.40,00,000/- from the aforementioned deposit and it clarified that "this order shall not be construed as expressing any doubt on the title obtained by defendant No.20 (i.e. Owners herein) under the conveyance".
- D. The aforementioned Order dated 18th November, 2014 has attained finality as no Appeal has been filed challenging the Order till date.
- E. In the aforesaid Order dated 18th November, 2014 no right, title or interest of Owners, in respect of the land purchased by them vide Conveyance dated 7th November, 2009 has been affected.



C. Mr. Uday Dirit in his capacity as Secretary of Loyal Tigers Welfare Association has filed a Civil Writ Petition (L) No. 18805 of 2019 against the State of Maharashtra and others including the Owners. The said Civil Writ Petition is pending adjudication.

. . .

VII. PERMISSIONS FOR DEVELOPMENT

a. Change of Veer Permission

The MCGM by its letter dates for May 2010 has permitted the Owners to convert user of 160 Toom indicated residential, subject to the compliants of the 1970 indicated residential, subject to the compliants of the 1970 and continuous and endorsed by the 100 toom of 170 May 170 Ma

The Labour Commission of ASUATION AND in development /sale/bransfer of land adm 1902 15 and us. out of land bearing CTS No. 117A[part] adm. 88144.7 sq.mtrs. since Electrical and Automation Unit has been relocated elsewhere and there are no outstanding dues of employees of Electrical and

Automation Unit.

1. 30 years search was conducted for the said property.

4\_

1

- We did not find any entries of charges created in respect of the said property from the ROC Search conducted by us.
- The title documents in respect of the early property are in possession of the Owners.
- 4. As per MCOM's letter dated 19th May, 2016, the Owners have to keep 25% out of the land bearing CFS No. 117A (pard, 117A/1, 117B (part) and 117C totally aggregating to 9,000 square, vacant and handover the same to the MCGM as well as transfer the ownership rights in respect thereof in favour of MCGM.
- Owners have not created any other encumbrances, except as mentioned herein on and in respect of the said property.
- Post execution of the Consent Terms dated 9th March, 2015 in Suit No. 1779/2012 filed by the Plaintiff's against the Owners, recording the transfer of CTS No. 117C of Village Tungwa in favour of the Owners, certain events transpired, whereby one of the Trustees of Sir Mohammed Yusuf Trust, Mr. Faruq Abdul Rehman Yusuf through his Advocate's Notice dated 22= June, 2015 claimed that the Consent Terms were not binding on him. He further contended that he has never given any Power of Attorney in favour of Mr. Miser Ibrahim Patel or any other person to institute any suit in respect of the CTS No. 117C of Village Tungwa. The Owners have through us responded to the said objections including subsequent letters addressed by the Advocate of Mr. Faruq Abdul Rehman Yusuf in this regard. These objection ne do not effect the title of the Owners in respect of CTS No. 117C of Village Tungwa for the wing trasons:
  - CTS No. 117C of Village Tungwa (increinafter referred to as "said land") was conveyed to Mr. Mear Ibrahim Patel vide

2038 Groe 59 900

Mka manifal kiner

advocates a solicitors a rotary (\* mass, 1918

1

redisprecion The August 2015 that the cancellation of the Power of the Power of the Power of the Power of the Confidence of the Confidence

- it. Set 13-36.10 solution has been handed over to the MCOM for the purpose of road widening. This set back area is surved at after amalgamation of (I) an area admi-1702 sq.mtra, bearing CTS No. 117A/1A, (ii) 3781 sq.mtra, bearing CTS No. 117A/1C adm. and (ii) 3.1 sq.mtra, bearing CTS No. 117A/1.
- iii. The Amenity Open Space of 9,000 sq.mtrs. forming part of CTS No. 117A/1D has not been handed over to the MCGM iiii date. The Amenity Open Space is vacant and does not affect, nor create any right of way, easement, charge, encumbrance and lien on the balance portion of the said property in any manner whatsoever. The Owners have not created any lense, license or sub-lesse in respect of the said Amenity Open Space area admeasuring 9000 sq.mtrs.
- iv. The proposed DP road aggregating to 2285.68 sq.mtrs. as recorded in the Proforma Plan falls partly within CTS No. 117A/1B and partly within CTS No. 117A/1D and is yet to be surrendered. The proposed DP road is proposed to be amalgamated with CTS No. 117A/2 which has been already surrendered to PWD.



Deed of Conveyance dated 27th May, 2011, therefore none of the trustees of Sir Mohammed Yusuf Trust including trustees of the other Trusts vis. Shairbanu Mohammed Agbostwala Trust, Rahlabanu Mohammed Trust, and Shahanu Siddick Trust have any subsisting right, title and interest in the said land.

22

- II. The aforesaid Deed of Conveyance dated 27th May, 2011 has been executed pursuant to permission granted by the Hon'bic High Court vide its Order dated 1th October, 2004 in Trust Petition No. 4/2004 filled by the trustress of Sir Mohammed Yusuf Trust. Advocate of Mr. Farnq Abdul Rehman Yusuf has been informed of this stance of the Owners vide our letter dated 1th July, 2015.
- iii. Mr. Niaar Ibrahim Patri too has responded to the Notice dated 22<sup>nd</sup> June, 2015 wide his Reply dated 2<sup>nd</sup> July, 2015 wherein he has clarified that both the filing of the Suit No. 1779/2012 and settlement thereof vide Consent Terms dated 9<sup>th</sup> March, 2015 have been ratified and confirmed by the Chairman of Sir Mohammed Yusuf Trust on behalf of the Trust and Mr. Paruq Abdul Rehman Yusuf.
- 7. Another trustee of Sir Mohammed Yusuf Trust, Ms. Zafbunissa. Mitha has in her letter dated 21st August, 2015 addressed to Mr. Nisar Ibrahim Patel with a copy thereof marked to the Owners has alleged that Mr. Nisar Patel has committed breach of trust and consequently she has terminated and cancelled the Power of Attorney dated 2st May, 2009 granted in favour of Mr. Nisar Patel. This objection too does not affect the title of the Owners in respect of CTS No. 117C of Village Tungwa as the said land has already been transferred to the Owners under the Consent Decree duly.

ed-ocates - solicitors - notary ( esse; 1915

..

mka manifel kher

v. Deed of Surrender of Lease dated 23<sup>rd</sup> December 2012 duly registered before the Sub Registrar, Kurla at Sr. No. KRL-1-11973/2012 and executed by EWAC Alloys Limited in favour of the Owners is in respect of a built up area adm. 3600 sq.mirs. and pertains to the surrender of lease in respect of building constructed on CTS No. 117A of Village Tungwa. The same does not affect the title of the Owners in respect of the said property in any manner whalsoever.

- vi. The land bearing CTS No. 117B of Village Tungwa, leased to Tractor Engineer Ltd. was surrendered to the Owners under Deed of Surrender dated 10th June, 2010 duly registered before the Sub Registrer, Kurla at Sr. No. KRL-3-6647/2010. At present, this surrendered land forms part of the land leased to Sanoff india Ltd. under Lease Deed dated 24th September, 2015.
- vii. The Cancellation Deeds dated 12th June, 2015 duly registered before the Sub Registrar, Kurla at Sr. No. KRL-1-6765/2015 and 6766/2015 respectively executed between Arundhati Warlar and Meghnad Warlar with the Owners pertains to a flat the Werlar's had agreed to purchased. The same does not affect the title of the Owners in respect of the said property in any manner whatsoever.
- said property in any manner whatsoever.

  The Affidavita dated 30% August, 2012, 3% November, 2015 and 14% June, 2016 duly executed and registered before the Sub Registrer, Kuria respectively by the representatives of the Owners are routine and formal affidavits and do not affect the title of the Owners in respect of the said property in any manner whatsoever.

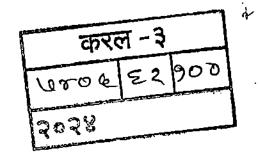
MKa manilal kher ambalal & co.

- The Owners have compiled with all the conditions set out under the Exemption Order dated 31st March, 1978 granted in favour of the Owners by the Government u/s. 20 of the ULC Act in respect of several lands held by the Owners including CTS No. 117 of Village Tungwa (hereinafter collectively referred to as "exempted land") and subsequent orders in respect thereto (hereinafter collectively referred to as Exemption Orders').
- The development on the exempted land has been completed in due compliance with the Exemption Orders and sanctioned plans much before the ULC Act was repealed (i.e. before 29th November, 2007).
- No further challenge has been reject by Mr. Faruq Abdul Rehman Yusuf and/or Ma. Zaibunissa Mitha to the title of the Owners in respect of CTS No. 117C of Village Tungwa.
- The Owners have replied to the fresh requisitions raised by us and affirmed on Affidavit on 23rd September, 2019 confirming the fellowing:
  - I. The Sanctioned Development Plan Remarks for the land bearing CTS Nos. 117A/1A, 117A/1, 117A/1B, 117A/2, 117A/1C. 117A/1D, 117C, 117B/2, 117B/1 and 117A/E of Village Tungwa shows that an area of 13.40 mtrs. and 45.75 mtrs. is reserved as Development Plan Road and there is no change in Sanctioned Development Plan in respect of the . said property,
  - II. Three separate Debenture Trust Deeds cullsted below have been executed between Nabha Power Ltd. in favour of IDBI Trustceship Services Ltd. [Debenture Trustee] and the Debenture Trustee therein has been secured by registered



mortgage created through the execution and registration of these Debenture Trust Deeds over Maharaahtra Property viz. Flat No. 1606 adm. 59.04 sq.mtrs. carpet area i.e. approx. 635.51 sq.ft. on the 16th Ploor in Tower 7-3 in building Emerald lale constructed on part of the said property [said Flat') and more particularly described in Part 3 of Schedule 7 thereto:

- Debenture Trust Deed dated 16.3.2015 bearing no. KRL-1-7533/2015.
- b. Debenture Trust Deed dated 25.5.2015 bearing no. KRL-1-9383/2015.
- c. Debenture Trust Deed dated 25.5.2015 bearing no. KRi-1-9384/2015.
  - (Hereinafter collectively referred to as "Debenture Trust
- The Owners have clarified that the creation of mortgage in respect of the said Flat does not affect the title of the Owners in respect of the said property.
- iv. The Supplemental Agreement dated 24,9,2015 duly registered on 29.9.2015 at Sr.No. 5982/2015 clarifice the boundaries of the land agreed to be leased to Sanoil India Limited under registered Agreement for Sale dated 12th March, 2013, which land then came to be demised to Sanoil India Limited under an Indenture of Lease dated 24.9, 2015, duly registered on 29.9.2015 at Sr.No. 5983/2015.
- Construction is in progress on CTS No. 117A/1D of Villago Tungwa,



mka manilal kher ambalal & co.

- The Owners have sold flats in the residential towers constructed on CTS No. 117A/1D of Village Tungwa and the flat purchasers of low of the residential towers have formed ricties under the Maharashtra Co-operative Societies Act. 1960, however, the residential towers and land beneath them is yet to be conveyed to these Societies.
- The charge of SBI Cap Trustee Company Limited created on 30th March, 2017 is on shares of L&T Metro Rail (Hyderabad) Limited and not on the said property.
- The registered Conveyance Deed dt. 29,12,2018 bearing no. KRL-3-1077/2019 executed between L&T and Snitch Property & Services Pvt. Ltd. is in respect of sale of some commercial premises in L&T Susiness Park and does not affect the title in respect of said property.
- ix. The Affidavits dated 18.8.2017, 22.8.2017, 6.10.2017 [two affidavits), 9.5.2018 (two affidavits), 29.6.2018, 17.11.2018, 2.3.2019, and 7.6.2019 duly executed and registered before the Sub Registrer, Kurla respectively by the representatives of the Owners are routine and formal affidavits and do not affect the title of the Owners in respect of the said property in any menner whatacever.
- The Owners have applied for sub-division of CTS No. 117 A/1D before the City Survey Officer and the proceeding in respect thereto is still pending.
- After the filing of Writ Petition No. 1578 of 2016, the Deputy Commissioner of Labour served Show Cause Notice dated 12th August, 2016 on the Owners in respect to the Complaint dated 13th August, 2015 filed by Mr. Uday Dixit calling upon the Owners to attend hearing on  $22^{nd}$  August, 2016. The said



CONCLUSION:

Show Cause Notice has been duly replied to and the representatives of the Owners have also attended hearings on the scheduled dates. However, no edverse orders have been passed in the said hearings and no further action has been taken by the Deputy Labour Commissioner in respect of Complaint filed by Mr. Uday Dixit.

of Complaint lice.

The Property John Diddy Hoose on the contember 2010 has been painting by the contember 2010 has been paint OM on the said property till 10. ners. No further 30° Septemb Accept of the said

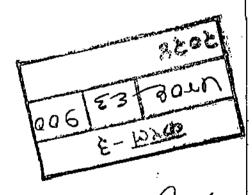
feet, and them.

If it respect of cell rick.

ور كلما-لور

THE WELLEN DE In view of what is stated her ct to what is recorded in our observations and the encumbrances as set out herein, we find that the title of the Owners i.e. Larsen & Toubro Limited to developed and undeveloped land or ground bearing City Survey Nos. 6) 117A/1B admensuring 15017.3 eq.mtrs., (ii) 117B/1 admensuring 25620.1 sq.mtrs., (iii) 117C admensuring 2276.7 sq.mtrs. and (iv)117A/1D admeasuring 88144.7 sq.mirs. totally admeasuring 1,32,058.8 sq.mirs in Village Tungwa in Powel Estate Mumbal to be clear and marketable.

S SHILL BUB-RECISION OF THE SHIP OF THE SH



M/a, Manyfal Kher Ambalal & Co.

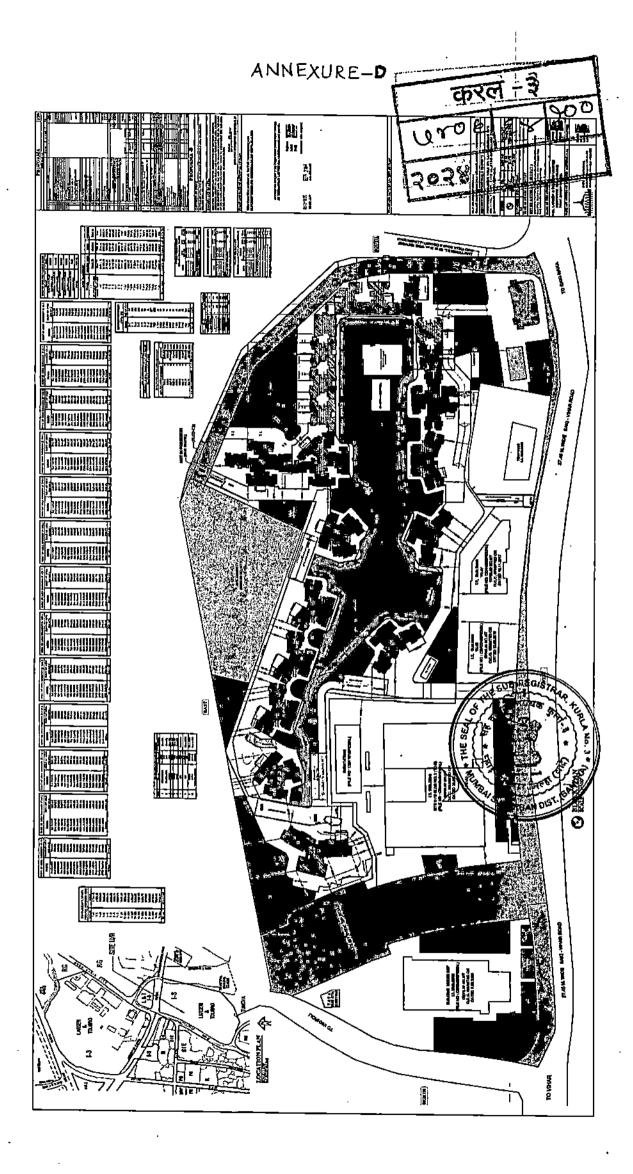
The Owners have already surrendered to the MCOM their right, title and interest in the set back area admonstraing 5486.10 and consequently, the Owners do not have any subsisting right, title interest in CTS No. 1178/16, though the Property Register 178/14, 1178/18, and CTS No. 1178/16, though the Property Register.

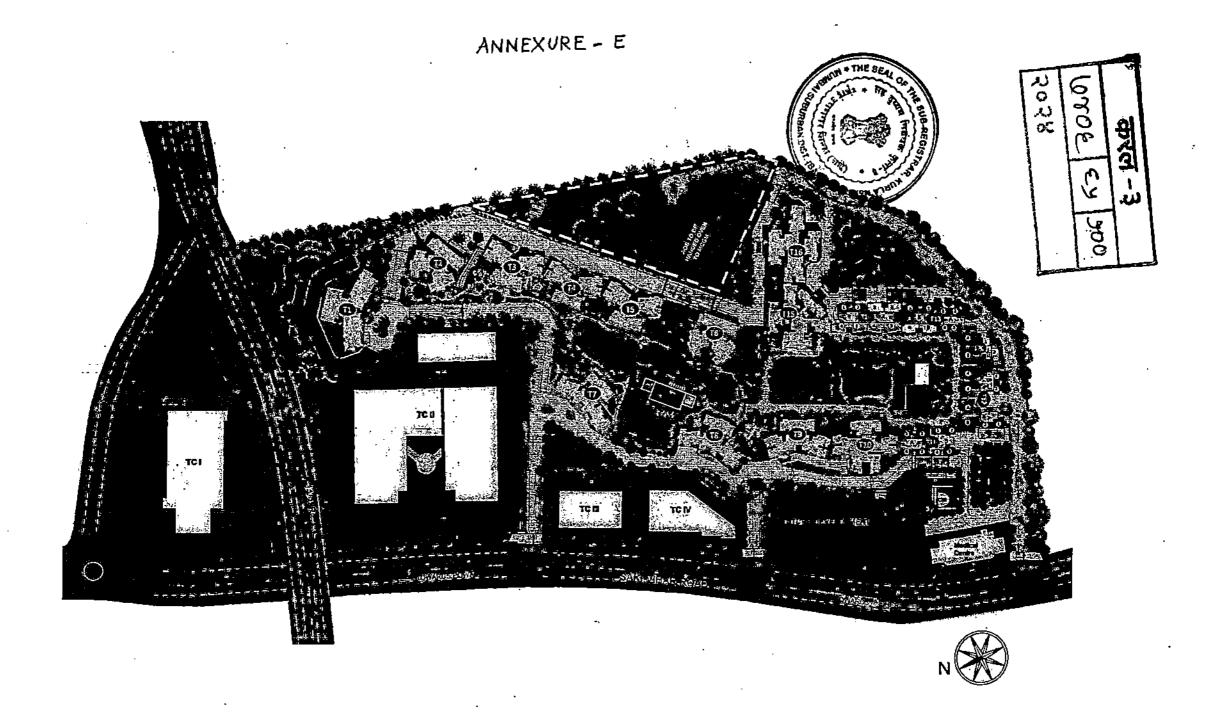
Officer also have a limited interest of leasebold rights for a period of the officer and 10° October, 2008 in respect of land 30° years with effect from 10° October, 20° of 11° October, 20° of 11° October 20° o

36

mka manda) leber .co & lebschira & co.

8151 Time | Autou - majogue - <del>014700</del>90





()

ANNEXURE - F

g pa negaratejčki g pa negaratejčki

**DD** 

C = 3



# MUNICIPAL CORPORATION OF GREATER MUMBAI

#### FORM 'A'

# MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CHE/ES/1010/L/337(NEW)/FCC/5/Amend

**COMMENCEMENT CERTIFICATE** 

To. Larsen and Toubro Ltd. TC II,Ground Floor,Tower A,Saki Vihar Road,Gate No.5, Powai, , Mumbai-72

With reference to your application No. CHE/ES/1010/L/337(NEW)/FCC/5/Amend Dated 29 Nov 2018 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no Regional and Town Planning Act, 1966, to carry out development and building permission under 3337 (New) dated 29 Nov 2018 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. 117A, 117A/1, 117B(pt) & 117 Division of Town Planning Scheme No. TUNGWE situated at Saki Vihar Road Road / Street in Livery Conditions

The Commencement Certificate / Building Permit is granted on the follow

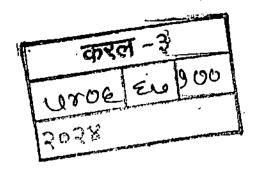
1. The land vacated on consequence of the endorsement of the setback lin part of the public street.

2. That no new building or part thereof shall be occupied or allowed to be occ litted to be used by any person until occupancy permission has been granted.

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

The Municipal Commissioner has appointed Shri. AE (BP) L&N Ward Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 11/6/2014



Issue On: 12 Jun 2013

Valid Upto:

11 Jun 2014

**Application Number:** 

Remark:

C.C. for the portion marked on the plan approved podium of building as per approved plans dt. 08.08.2012

Approved By

Issue On: 13 Nov 2013

Valid Unto

11 Jun 2014

Application Number:

Remark:

C.C. up to podium/ stilt slab level as per approved amended plans dt. 01.11.2013

Approved By

Issue On: 05 Dec 2013

Valid Upto:

11 Jun 2014

Application Number:

Remark:

C.C upto podium/stilt slab level as per approved amended plans dtd. 01/11/2013.

Approved By

CHE/ES/1010/L/337(NEW)/FCC/5/Amend

Page 2 of 10 On 03-Mar-2023

करल -३	
Uroe EL900	ĺ
२०२४	

Issue On: 26 May 2014

Valid Upto:

11 Jun 2014

Application Number:

Remark:

C.C upto 19 upper floor i.e. wing T3 as per approved amended plans dtd. 01/11/2013

Approved By

Issue On: 11 Jul 2014

Valid Upto: 11 Jun 201

Application Number:

Remark:

C.C upto 6 upper floor for wing T2 as per approved amended plans dtd 01/11/2013.

Approved By

Issue On: 28 Jul 2014

- Valid Upto :

11 Jun 2015

Application Number:

Remark:

C.C upto 19 upper floor for wing 12 as per approved amend plans dtd 01/11/2013;

Approved By

Issue On: 24 Sep 2014

Valid Upto:

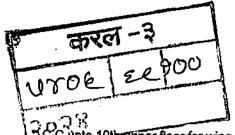
11 Jun 2015

Application Number:

Remark:

CHE/ES/1010/L/337(NEW)/FCC/5/Amend

Page 3 of 10 On 03-Mar-2023



C.C upto 19th upper floor for wing T7 & 6 upper floor for wing T8 as per last approved amended plans dtd. 04/09/2014.

Approved By

Issue On: 31 Oct 2014

Valid Upto:

11 Jun 2015

**Application Number:** 

Charles expect the control of the co

or wing T4 and 2nd upper floor for wing T5 as per last approved amended plans dtd.

Approved By

Issue On: 01 Dec 2014

Valid Upto:

11 Jun 2015

Application Number:

Remark:

C.C upto 10th upper floor for wing T4 & T5 and 9th upper floor for wing T6 as per last approved amended plans dtd 12/11/2014.

Approved By

Issue On: 20 Jan 2015

Valid Upto :

11 Jun 2015

Application Number:

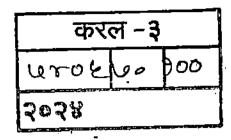
Remark:

C.C upto 24 upper floor for wing T2 & T3, upto 13 upper floor for wing T5, upto 11 upper floor for wing T6 & T7 and upto 14 upper floor for wing T8 as per last approved amended plans dtd. 08/01/2015

Approved By

CHE/ES/1010/L/337(NEW)/FCC/5/Amend

Page 4 of 10 On 03-Mar-2023



Issue On: 13 Apr 2015

Valid Upto:

11 Jun 2015

Application Number:

Remark:

C.C upto 20 upper floor for wing T4 as per last approved amended plans dtd 08/11/2015.

Approved By

Issue On: 01 Jul 2015

Valid Upto :

11-Jun 2016

Application Number:

Remark:

C.C upto 24 upper floor level for wing T4, upto 18 upper floor for wing T5, up per last approved amended plans dtd. 26/06/2015.

ing T6 as

Issue On: 09 Jul 2015

Valid Upto:

11 Jun 2016

Application Number:

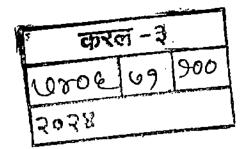
Remark:

C.C upto 24 upper floor level for wing T2, T3 & T4 upto 20 upper floor level for wing T5, upto 15 upper floor level for wing T6, upto 11 upper floor level for T7, upto 14 upper floor level for wing T8 as per last approved Amended plans dtd. 08/07/2015.

Approved By

CHE/ES/1010/L/337(NEW)/FCC/5/Amend

Page 5 of 10 On 03-Mar-2023



Issue On: 07 Oct 2015

Valid Upto:

11 Jun 2016

**Application Number:** 

Remark:

C.C upto 24th upper floor level for wing T2, T3 & T4 upto 24th upper floor level for wing T5, upto 19th upper floor level for wing T6 as per last approved amended by 2002 2015

Approved By

Issue On: 03 Dec 2015

Valid Upto: 11 Jun 201

**Application Number:** 

Remark:

C.C upto 24th upper floor level for wing T2, T3 & T4 upto 24th upper floor level for wing T5, upto 24th upper floor level for wing T6, upto 17th upper floor level for wing T7, upto 14th upper floor level for wing T8 as per the last approved amended plans dtd. 29/09/2015

Approved By

Issue On: 18 Feb 2016

Valid:Upto:

11 Jun 2016

**Application Number:** 

Remark:

C.C. up to 24th upper floor level for wing T2,T3,T3,T4,T5 & T6; for C.C. upto 23rd upper floor level for wing T7; C.C. upto 17th upper floor for wing T8 as per last approved amended plans dtd. 16/02/2016.

Approved By

Issue On: 19 Aug 2017

Valid Upto:

11 Jun 2018

CHE/ES/1010/L/337(NEW)/FCC/5/Amend

Page 6 of 10 On 03-Mar-2023

कर	लें - ३	
aroc	کر ا	900
२०२४		

Application Number	umber :	ı	plication	Αr
--------------------	---------	---	-----------	----

Remark:

Further C.C. upto top of 25th floor including LMR & O.H.T. for wing T7 & T8 and C.C. upto top of sstilt for wings T9 to T16 as per approved plan dtd 19-01-2017.

Approved By

Issue On: 21 Apr 2018

Valid Upto: 1

11 Jun 2018

Application Number:

Remark:

Re-endorsement of C.C. as per approved amended plan dated 09-04-2018.

APPENED BY THE STATE OF STATE

Issue On: 28 Sep 2018

Valid Upto:

11 Jun 2019

Application Number:

Remark:

Further C.C upto 24th upper floor of Wing T-9 is approved as per amended plan dtd. 09:04.2018

Approved By

Issue On: 04 Apr 2019

Valid Upto:

03 Apr 2020

Application Number:

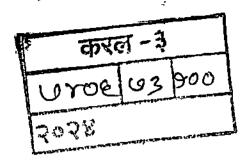
CHE/ES/1010/L/337(NEW)/FCC/9/Amend

Remark:

CC is re-endorsed for Tower T-09 to T-16 upto top of Stilt as per last approved amended plans dated 22.03.2019.

CHE/ES/1010/L/337(NEW)/FCC/5/Amend

Page 7 of 10 On 03-Mar-2023



Approved By AE (BP) L&N

Assistant Engineer (BP)

Issue On: 16 Apr 2019

Valid Upto:

15 Apr 2020

Application Number:

CHE/ES/1010/L/337(NEW)/FCC/10/Amend

Remark BREGISTR

17th upper floor as per approved amended plans dated 22,03,2019

Approved By

AE (BP) L&N

-Assistant Engineer (BP)

Issue On: 16 Jul 2019

Valid Upto:

15 Jul 2020

Application Number: ...

CHE/ES/1010/L/337(NEW)/FCC/11/Amend

Remark:

Further C.C. to Wing T-15 up to top of terrace floor above 16th floor + top of LMR/OHT as per last approved amended plans dated 22.03.2019;

Approved By

AE (BP) L&N

Assistant Engineer (BP)

Issue On: 10 Sep 2020

Valld Upto:

09 Sep 2021

Application Number:

CHE/ES/1010/L/337(NEW)/FCC/1/Amend

Remark:

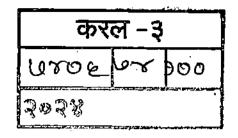
Full C.C. up to 18th upper floors with height up to 96,56 m AMSL for Wing T-9, full CC up to 17th upper floors with height up to 96.03 m AMSL for Wings T-10, full CC up to 17th upper floors for wing T-15 and CC endorsement up to top of stilt for Wing T-11 to T-14 and T-16 of residential Building No. 2 as per the last amended plans dated 10.07.2020.

Approved By

AE (BP) L&N

CHE/ES/1010/L/337(NEW)/FCC/5/Amend

Page 8 of 10 On 03-Mar-2023



# Assistant Engineer (BP)

Issue On: 10 Mar 2021

Valid Upto:

09 Mar 2022

Application Number:

CHE/ES/1010/L/337(NEW)/FCC/2/Amend

Remark:

Full C.C. up to 18th upper floors for Wing T-15 and CC is endorsed up to top of 18th floor for Wing T-9, up to top of 17th floor for Wing T-10 i.e. up to 6 4.31 mt AGL, up to top of stilt for Wing T-11A, 11B, 12A, 12B, 12C, 13A, 13B, 14A, 14B and T-16 of residential Building No. 2 as per the last amended plans dated 03.03.2021

Approved By

AE (BP) L&N

Assistant Engineer (BP)

Issue On: 16 Dec 2021

Valid Upto : - 1

15 Dec 2022

Application Number:

CHE/ES/1010/L/337(NEW)/FCC/3/Amend

Remark:

Full C.C. up to 18th upper floors restricted to ht 95.80 mt AMSL for Wing T-16 and the present up to top of 18th floor for Wing T-15, up to top of 17th floor for Wing T-10 up to top of still for Wing T-18, 12A, 12B, 12C, 13A, 13B, 14A, 14B as per the last amended plans dated 29.11.2021.

Approved By

"AE (BP) L&N(i/c)

Assistant Engineer (BP)

Issue On: 21 Oct 2022

Valid Upto :

 $\alpha_{i}(\hat{r}^{i}, \gamma_{i})$ 

- 20 Oct-2022

Application Number:

CHE/ES/1010/L/337(NEW)/FCC/4/Amend

Remark:

"Further C.C. up to 18th upper floors (excluding LMR / OHT) for Wing T-14A & T-14B and to re-endorse the C.C for Wing T11A, T11B, T12A, T12B, T12C, T13A, T13B and T-16 as per the amended plans dated 20.07.2022. (restricted for Permissible height as per Civil Aviation NOC)"

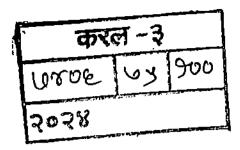
Approved By

AE (BP) L&N Ward

Assistant Engineer (BP)

CHE/ES/1010/L/337(NEW)/FCC/5/Amend

Page 9 of 10 On 03-Mar-2023



Issue On: 03 Mar 2023

Valid Upto:

11 Jun 2023

Application Number:

CHE/ES/1010/L/337(NEW)/FCC/5/Amend

### Remark:

"Full C.C. up to top of 17th upper floors (including LMR / OHT) for Wing T11A & T11B, Further CC up to top of 18th upper floors (excluding LMR / OHT) for T-12B, T-12C, T-13A & T13-B & Further CC up to top of 8th upper floor for T-12A as per the last amended plans dated 20.07.2022. (restricted for Permissible height as per Civil Aviation NOC)





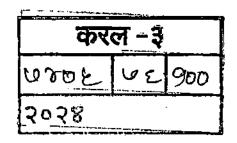
For and on behalf of Local Authority Municipal Corporation of Greater Mumbai

Assistant Engineer, Building Proposal

Eastern Suburb L Ward Ward

Cc to:

 Architect,
 Collector Collector Mumbai Suburban /Mumbai District.





## MUNICIPAL CORPORATION OF GREATER MUMBAI

### <u>Notesheet</u>

Application Number:

CHE/ES/1010/L/337 (NEW)/Other/10/New

Ward Name:

L Ward

Zone Name:

Eastern Suburb

Inward Date:

29 Nov 2018

Architect/LE/SE Name: SHASHIKANT LAXMAN JADHAV

Issued On:

06 Jun 2023

**Authority Remark:** 

Approved as proposed, CC is revalidated from 12.06:2023 to 11.06.2024, however, S WM NOC / BG and Janata Insurance policy shall be revalidated before their expiry.

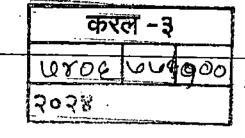
AE (BP) L&N Ward



# LEFT BLANK INTENTIONALLY

ing a series of the series of

# ANNEXURE G





# Maharashtra Real Estate Regulatory Authority

# REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

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

Project: Veridian at Emerald Isle 12A and 12B , Plot Bearing / CTS / Survey / Final Plot No.: 117A, 117A1, 117-B Part and 117-C at Kurla, Kurla, Mumbai Suburban, 400072;

- 1. Larsen & Toubro Ltd. (Realty Division) having its registered office / principal place of business at Tehsil: Mumbal City, District: Mumbal City, Pin: 400001.
- 2. This registration is granted subject to the following conditions, namely:-
  - The promoter shall enter into an agreement for sale with the allottees;
  - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
  - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;

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

- The Registration shall be valid for a period commencing from 23/10/2021 and ending with 31/07/2025 unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with
- The promoter shall comply with the provisions of the Act and the rules and regulations made there under,

That the promoter shall take all the pending approvals from the competent authorities

3. If the above mentioned conditions are not fulfilled by the promoter, the Authority may f promoter including revoking the registration granted herein, as per the Act and the under.

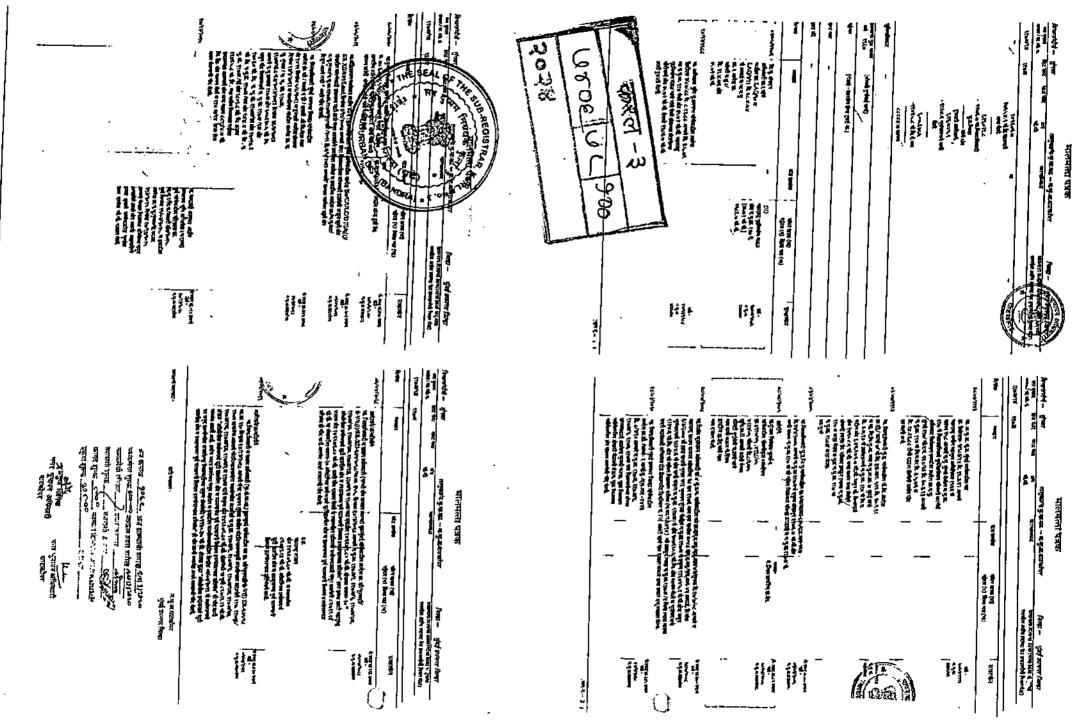
> BA SUBURB Signature valid Digitally Signed by Dr. Vasan, remanand Prabhu (Secretar, MahaRERA) Date:23-10-2021 09:48:47

there

Dated: 23/10/2021 Place: Mumbai

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

# ANNEXURE-H



क्षां समस्य विकास

2) 0 2) 0C 3020 क्ररल -३ 9 900

A SERVICE OF THE PERSON OF THE

ange istem

{3 arra. 

िर्रू पत्र प्रतिकारी पाटकांसा

[Hart - matte fen gut u.]

करम् ग्राथमधाम्

מיווי ממאוזי

SO WESTERNES INDIVINION

challene gine injents per 2002 and a ne a ne change change injent and near 2003 and the ne change injent and i

मध्यमध्या यत्रक

	Trincara graf mel surve trip	- teles, p.D.	L	- 12440 (1440)
Magnetic of Res	Act of the second secon	especial reads in the many has form in the color of the c	ng magamar tepapan aka 111 (Mara hapa gina gana tapan Jamas Majamar tepapan, maga Jamas Majamar tepapan 112) (Majamar tepapan 112) (Majamar tepapan 112) (Majamar tepapan 112)	(*/.
PATE OF THE PATE O	7141-113 (DA 4.4mil.m. 11.1	- i	idelina Varian saar ii faskizarilar	man and
	72-44 h- 14 3 (DA - 14-15-16), que ve la (In ) ant tomp (In ) tomps (In ) ante lines	When the C		- Salvan

कहरू किम्मीम

3038 206 करल - है

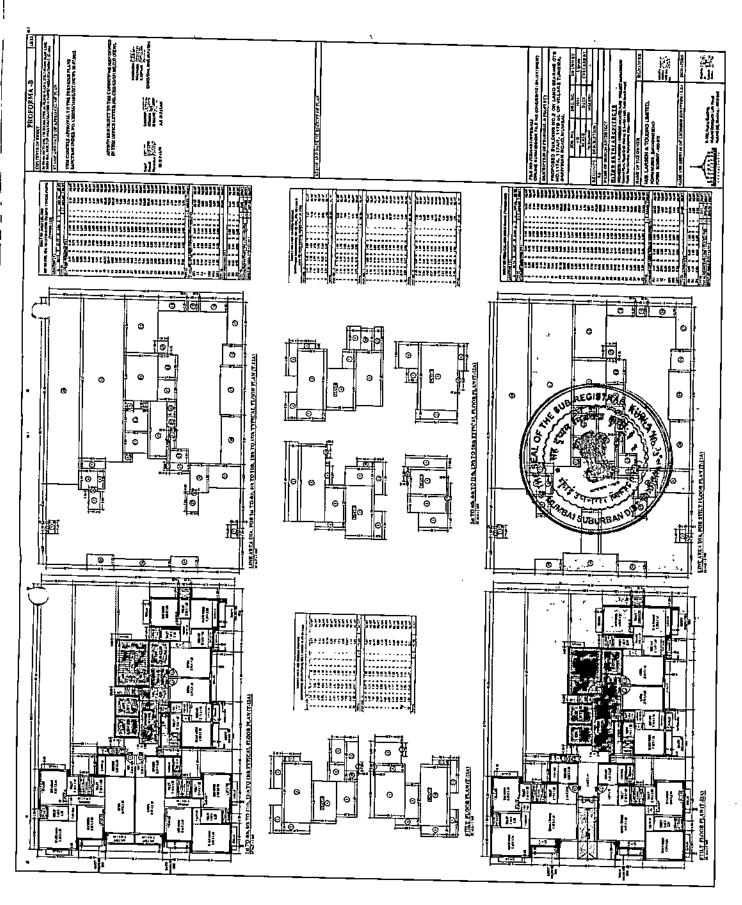
Ü

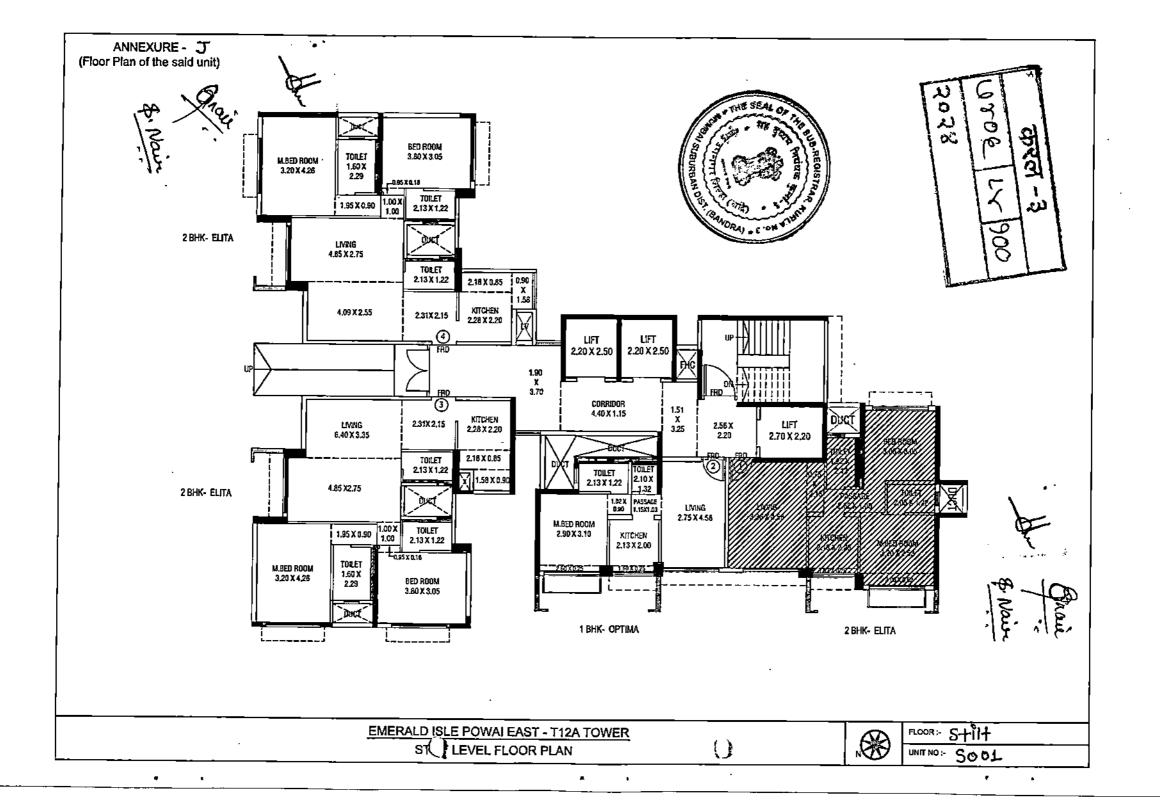
	<u> </u>		Atlanta						
			Chaptile evitery rate		:				
		N AUE	KOT		!				
						,			·
	Or service as a service		स्त्राह ने स्वयं स्व		i				
		ريم (150 يوبينية . 18 يوبينية :						ì	
	G-1619	ر <u>1910مالہ</u> مست	THE CONTRACT OF THE PARTY OF TH						
	THE RESERVE THE PROPERTY OF THE PARTY OF THE	राह सहस्र <del>।</del>	आक्रम कर्मा है। विशेषकार	- Main Laure		:	i	क्ष्म के किया है किया है किया क्ष्म के क्ष्म क	igt.
	and the few	Tribusing 1	THE TOPE STORE IS					de sysélen erak mel ereke	A) %
!	The first has been been	-	dentas iras francis iz arran a ch idea 	.	njemet v	•	' !	And the property of the second	120
í	विकास के क्षेत्र के किया है। किया के क्षेत्र के क्षेत्र के क्षेत्र के क्षेत्र के क्षेत्र के क्षेत्र के क्षेत्र क्षेत्र विकास क्षेत्र क	the art Allers I	दे हा प्रतिक्या हुन्त स्वादेशक स्वयंत्र करिया क्षेत्र केला क्षेत्र स्वयंत्र स्वयंत्र स्वयंत्र स्वयंत्र स्वयंत्र विदेशको अस्तर प्रतिक्रमात्राची स्वयंत्राच्या स्वयंत्राच्या स्वयंत्राच्या स्वयंत्राच्या	:	weeks	औं है हुं हुई की ब्रोड		med prec by a key robel or golywan in markylade nis nisata by marer me in obsis.	***
r	के क्षेत्रकी सम्बद्ध राज्यात के ब्रिक्ट का अन्यत्त्वस्य विकार के ब्रिक्ट	د در از ار از	( parada an) farada como a figuridade de forma palada parada parada parada and ano ano forma palada palacemento forma anterior medio forma palada palacemento forma anterior medio forma palada palacemento forma anterior palacemento de parada e palada del palacemento del periodo periodo de parada e palada palada palacemento del periodo del palada periodo periodo periodo del periodo del palada periodo periodo periodo del periodo del palada periodo periodo del periodo del palada periodo periodo del periodo del palada periodo del periodo del periodo del periodo del periodo del periodo del periodo del periodo del periodo del periodo del periodo del periodo del periodo del periodo del periodo del periodo del periodo del periodo del periodo del periodo del periodo	:	the south from 2	ATTA MENDER SECTION ACTOR			
	nergy and the select of the select The selection of the select	PACK HAME	Car interna proper proper proper proper many		-cimento	Terial data	4	स्तर के क्रिया होता होता होता है। स्वतः क्रिया क्ष्या क्ष्या होता है।	1
-	ZIATA-ES (IIA-S, SMIA) PE IIA	وملح جيسان	(a-a-last) familia com p (so-d-refa		Manager 1	स्ट्रान्ड स्ट्रान्डिस कर कर्	, ,	particular di Richard de la proprieta de la pr	)) eq
1			<del>philan karlos</del>	WATERADA.	. ——	,		The last things and a release	4,-1,,;;
	क्ष्मानका व्यवस्थात स्थानका । स्थानका स्थानका स्थानका ।	124			i i	. '		त्रकारी के के अपने केंग्रुप कर्मान क्षेत्रक क्ष्मित को अपने संस्कृत क्ष्मित क्ष्मित क्ष्मित	and i
1	educe a first accused	i ili	•		Separate 1	•		Jacob Red Registers 45	media i
!	2	**	-	.	******	/	:	edunist graft seets frie families stret many galout both from street men man from str	// Tajir Bajoar (
i		`	***		,	žiž nagrų latory (A	í	retable conf mert frit familien	SE MERNE
į	११८७४३५ व्यक्त हुन्य स्टब्स्ट कर्	24 = 14 legis	hy magaza a th shuar Eg hawka a bibba had suzu sh iyar Arib ossasiyins sh mas Laj harida melado of susa ritani ba sh jigi yib jingan han shini karish ii sinda			The street services are Described services are A description of the services	i		(m.)
 	ومحاد ويجرر ويج زمج سن بشيط	نعما ينجداد	hy payetet a th rakes by brooks which had not the feet for the sale of the FEET		to the same of the	neproper interests	!		mal i
•į	Apart Same Same		and Brant Effect and Section 1	!	نواته فرهما	212	-	روسار برمون آنان المساوية براي بيوين المارية	da postante
~ !	भंकरण के आ शर्मा हाई का	يرس بهطوا دا	(4), Serpi derej branden rega in desenderej all amen and in the Service and in the Service and an interview of the Service and American and Ame	:		(क) क्र <b>ब्स् (रोप्ट</b> र्क	<del>- i</del>		<del></del> -
	And region that where was			Zing Sejha	£\$0EB	Uni nunciana.	<b>10-1</b> 10		
•	म्बेट नेक्स की दिन्हें क्रिक्स क्षेत्र अस्तान क्षेत्र		į			_			- #s-trep
,	The physical results for the late in		i	1				WANDERO.	
1	Provident median provident		!					O'Maning AV	<del></del>
Ĺ	्रेत केरोन प्रतासकार कर स्टेस्ट्रेस स्ट्रेस स्ट्रेस स्ट्रेस स्ट्रेस स्ट्रेस स्ट्रेस स्ट्रेस स्ट्रेस स्ट्रेस स्ट्रेस स्ट्रेस	İ		1		<del></del>	_//3	STATE OF THE STATE	444
	(Activity) theory and release		i	!			<b>E</b>	Sharper of the state of the sta	# L #
Ĺ	Pin regen biserie a		_	HARMAN		<u> </u>		<del></del>	10
i	(क) करका (क) कर्मक सुरक्ष (क) करका (क)	- Tracks	idae				<b>1</b> ≥ { :	E 1121 E	) C France
_				====	10020		1		10/
_			- 40	i in it	4 (75)	<u> </u>	131	1. 100 A)	- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1
110	SA grant alcient Spinger after refere	) Species		5 to 6,004 bq	(and the state of the state of the	Dept papers	13	Constitution of	7
mos Ì	म्ब <u>्र</u> — क्रमन् <u>गर्गकर</u> ा	12.p.y = 30	rantingantus ma	h -ktrank		والعارات والكاء	2000	A HEGISTAN	A - PERSON
		<b>30KP 11</b> 5	<u> नाधान</u>		E E		उत्तर महास्त्र -	A ISIOS	
								4 6	
							<b>-</b>		
						. 1	•		المسر.
						:	•		-7
									1303
									303
		,					-		808
								بسسب	363
					(1-hk)			27/30	
					(1-hin)		oG	بسسب	
<del></del>					€1 ~nini;	9	السي	بسسب	
			Man		€1 ~kink		السي	بسسب	
	llyszin		\$748210    Baylor   1-1162	<del></del>	<u>(1 ~sin</u> ;	the manufacture of the section of th	السي	بسسب	
	ficella rouge v		नगर जुनावन कारिक्दा		<u>{</u> 1 -> max;	Annual production of the control of	السي	بسسب	
	Transle soup >	-	PATE OF THE PARTY ST.		<b>(1~nm</b> ;	The first design of the control of t	السي	بسسب	
v	The state of the s	······································	मून्य कार्य कार्य कार्यक		i 1 - h lan'.	And the second of the second o	السي	بسسب	
	okanite 1-fin is.	· · · · · · · · · · · · · · · · · · ·	क्षेत्र		i i	The first design of the control of t	السي	بسسب	2
	okanite 1-fin is.	······································	And Some		Admiry In .	And the second of the second o		27/90	3 Sangara
	THE THINK THE	10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	स्वतानाम सन्तर्भाता सन्तर्भाता सन्तर्भाता सन्तर्भाता सन्तर्भावा सन्तर्भाता सन्तर्भाता सन्तर्भाता सन्तर्भाता सन्तर्भावा		Admiry In .	And the second of the second o		27/90	2 Sangara
	orwante trins in	10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	स्वतानाम सन्तर्भाता सन्तर्भाता सन्तर्भाता सन्तर्भाता सन्तर्भावा सन्तर्भाता सन्तर्भाता सन्तर्भाता सन्तर्भाता सन्तर्भावा		Admiry In .	And the second of the second o		to head the state of the state	2 None in the second
	observed by the state of the st	100 de 10	स्वतानाम सन्तर्भाता सन्तर्भाता सन्तर्भाता सन्तर्भाता सन्तर्भावा सन्तर्भाता सन्तर्भाता सन्तर्भाता सन्तर्भाता सन्तर्भावा		Admiry In .	And the second of the second o		the supplement for the party of the same for  the same for the same for the same for the same for the same fo	None in the second
	Charleng Dine in the first of t	100 de 10	स्वतानाम सन्तर्भाता सन्तर्भाता सन्तर्भाता सन्तर्भाता सन्तर्भावा सन्तर्भाता सन्तर्भाता सन्तर्भाता सन्तर्भाता सन्तर्भावा	· Sance from de	Angelogy for a service of the servic	And the second of the second o		A the Appendix of the Appendix	Constant of the constant of th
	tred area by  all all the attention of t	nealts grad.	And the series of the series o	<del>- • -</del>	Administration in the second s	And the second of the second o		and a sine top 15 years of 18	O STATE OF THE STA
	tred area by  all all the attention of t	Therity P. 12.	And the series of the series o	<del>- • -</del>	Angelogy for a service of the servic	And the second of the second o		when the read were they change in the same specific leads for the read of the same specific leads for the same in the same specific leads for the same in the same specific leads in the same in the same specific leads to the same specific leads in the same specific leads to the same specific read by the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same secured thin on the same specific pre-man secured thin on the same specific leads to same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same specific leads to the same	Township of the state of the st
	the backs which are the state of the state o	in a sayah in in i	And a second branch to the state of the stat		Administration in the second s	And the state of t		Substitute of the state of the	TOWNSON STATE OF THE PARTY OF T
	the backs which are the state of the state o	in a sayah in in i	And a second branch to the state of the stat		Administration in the second s	And the state of t		Whitever is a "go them to profit of it is a few control of the total	The Chapter of the Ch
-	Spring Sp	A CANADA	Construction of the constr		Majoren Fra .  Majore	And the state of t		g is in the management of pro- paration of the control of the con- pleted in the control of the con- pleted in the control of the con- lection of the control of the con- cept of the control of the con- cept of the control of the con- trol of	The same of the sa
	Spring Sp	A CANADA	As a second of second s		Manageria . Malageria . Malage	elize ierges blausp zu den eine State ierges zu der eine State ierge		The state of the s	Township of the state of the st
a kin	SV440-X8 (IV-V-larry)da xu ra 30.07 (of) filma medresh bytele Spring a Wend 7 Service So. But it revers by a Betwie So. Springs by provious presisting on principal by provious presisting to the barden of the Co. The Barden of the Co. Tribushing year. Chemical principal of the Co. The Barden of the Co. Chemical principal of the Co. The Barden of the Co. Chemical principal of the Co. The Barden of the Co. Chemical principal of the Co. The Co. Chemical principal of the Co. The Co. Chemical principal of the Co. The Co. The Co. Chemical principal of the Co. The Co. The Co. The Co. The Co. Chemical principal of the Co. Th	Carter in a carter	Construction of the constr		managering and state of the sta	And the state of t		g is in the management of pro- paration of the control of the con- pleted in the control of the con- pleted in the control of the con- lection of the control of the con- cept of the control of the con- cept of the control of the con- trol of	Township of the state of the st
a kin	Average by foresten in when the same by th	The state of the s	As a second of second s		Manager of the state of the sta	(b) yes said (b) aright and (b) aright aright aright aright and (b) aright arig	+	includes recell toward place transfer and when the state of the place of the state	Constant of the state of the st
rea School	Rivers of the Control	はなった。 はなり、 はなり、 はなり、 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はない。 はない。 はない。 はない。 はないない。 はないない。 はないない。 はないない。 はないない。 はない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はない。 はない。 はない。 はないない。 はない。 はない。 はない。 はない。 はない。 はない。 はない。 はない。 はない。 はない。 はない。 はない。 はない	As a second of second s		Manageria . Malageria . Malage	and long and remain harms  and long and remain harms  and long and		The state of the s	Constant of the Constant of th
rea Scha	When we have a secretary as the secretar	はなった。 はなり、 はなり、 はなり、 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はない。 はない。 はない。 はない。 はないない。 はないない。 はないない。 はないない。 はないない。 はない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はないない。 はない。 はない。 はない。 はないない。 はない。 はない。 はない。 はない。 はない。 はない。 はない。 はない。 はない。 はない。 はない。 はない。 はない	As a second of second s		Manager of the state of the sta	(b) yes said (b) aright and (b) aright aright aright aright and (b) aright arig	+	includes recell toward place transfer and when the state of the place of the state	Constant of the state of the st
a kin	When the second of the second	はよう はなり と ないとこと はいまま はいまま はいまま はいまま はいまま はいまま はいまま はいま	Without learning the fine of the first of th	Meshejio	Manager of the state of the sta	(b) yes said (b) aright and (b) aright aright aright aright and (b) aright arig	+	includes recell toward place transfer and when the state of the place of the state	Tonespeed Services Se
ru Sin	Section 19 days of presenting the constraint of	The state of the s	Section of the sectio	Shreknika	Manager of the state of the sta	(b) yes said (b) aright and (b) aright aright aright aright and (b) aright arig	+	includes recell toward place transfer and when the state of the place of the state	Townships of the second
The Sales	The control of the co	は上げる は 100 年 300 年 100 日 100 日 200 年 100 日 100 日 200 日	Section 1990 and 1990	Mesheria	Manager of the state of the sta	(b) yes said (b) aright and (b) aright aright aright aright and (b) aright arig	+	includes recell toward place transfer and when the state of the place of the state	Townships of the second
	The control of the co	は上げる は 100 年 300 年 100 日 100 日 200 年 100 日 100 日 200 日	Section 1990 and 1990	Mesheria	Manager of the state of the sta	(b) yes said (b) aright and (b) aright aright aright aright and (b) aright arig	+	includes recell toward place transfer and when the state of the place of the state	Townships of the second
a ka	The control of the co	は上げる は 100 年 300 年 100 日 100 日 200 年 100 日 100 日 200 日	Section of the sectio	Mostoria	Manager of the state of the sta	(b) yes said (b) aright and (b) aright aright aright aright and (b) aright arig	+	includes recell toward place transfer and when the state of the place of the state	Company of the compan
a ka	Appropriate and the state of th	は、	Sections described in the section of	librestrope	Manager of the state of the sta	(b) yes said (b) aright and (b) aright aright aright aright and (b) aright arig	+	Schoolse cond. I second jug brancher in the start of the first of the start of the	Townships of the second
The state of the s	wing the an other reduction of the control of the c	は上げる は 100 年 300 年 100 日 100 日 200 年 100 日 100 日 200 日	Sections described in the section of	librestrope	Manager of the state of the sta	(b) yes said (b) aright and (b) aright aright aright aright and (b) aright arig		immunicativities **	Company of the compan
ika da	Appropriate and the state of th	は、	Sections described in the section of	Mesheja	Manager of a service of the service	(b) yes said (b) aright and (b) aright aright aright aright and (b) aright arig	+	State which is the property of the company of the c	Townships of the second
The base of the ba	the man with make and the man of	The state of the s	Action where the control of the cont	Steephyle   Total Control	(b) yes said (b) aright and (b) aright aright aright aright and (b) aright arig		incontract ATSA -  TECH - ALSA    TE	Tone and the second sec	
potenti S is in the control of the c	(9) seen selve (19) seen selve	The state of the s	the first the first that the first t	Steephyle   Separation of the separation o	In the second se		has mayo manani pi, m oto mana har in a Apa mana	Townships of the second	

करल -३ ७४०६ ८३ ५०० २०२४

# ANNEXURE - I

. 49





Recogt (pan)			
505/25978	पावसी		Or le mai/Depticate
Turkday,November 23 2021			केंद्रपी के. अध्य
12:15 /04			Regustate
	पावही	<b>き</b> 』17131	दिनांकः १५०। १९६१
गावाचे नावः कोर्ट			
दसर्पेकपाचा अनुक्रमांकः दस्दर्भ-१५५१	79-2021		
दस्त्रपेतजाचा प्रकार : परंतर ऑज ऑड	र्मी		
सादर करव्याचाने नक्तः सासँग क्षेत्र हु हेत्र (आर्किटेक्सर)	में सि - रिजल्टी किव्हियन सके	प्राधिकृत व्यव	वी अदूस विदेविकर -
	मॉदमी की		₹, 100,00
	दस्त हाताळपी की		₹, 400,00
	पुष्टाची संस्कृतः ३०		
	· —		——/ <u>—</u> .
	एकूमः		₹, 500.00
आपणास मुख दस्त ,धंडनेत पिंट,सुनीः	On firsts o		_ 1 .
12:34 FM द्या वेळेस निकेत.	R AND THE PARTY	क्रहे	CHE CHE CHE
बाबार मृत्यः इ.१४ 🕜	ELA.	NE PO	
and delay or the	•	20.5	न निर्मकक वर्ग् - इ
भरतेते मुद्राक गुन्क : ब. ५००-		34	रंशर क्र. ४
।। देपकावा प्रकार: १०४० रक्कन: स			
ड्राँडी,धनादेश/पे ऑर्डर क्रमांक: 2311;	२०२१ वाल्या दिनोकः २३४७ र ५००१		
बँकेचे नाव व पताः			
2) देक्काचा स्कारः oChallan रेक्कम	t ∓.lon.		
रीडी धन्द्रोत्स में में हर असंकः असक डीक्से नाव व च्लाः	05051 647202 122E 【2刊章: 21/	11/2021	

Hill



<del>-</del>					CA PARTY
GRH MP0030519422021228 BAR		ومروسي	Per	22/11/2021-17:57:27 PA	ern (C) 48(1)
Department - Frepetter General Cli Regi	RELICA			Payer Details	
States Duty Type of Payment Payment Pea		KATI EI KAT	a wit		
libe of telement telement ten		PARIS NA			
Office Name OOLE, IT SUB-REGISTIV	MANAGEMENT 2	Tuli Here		LARSEN AND TOURNOUT	70
Location Muhitikal					
Y		Facilities in		-	
Account Hand Dutails.	Amount in Re.	Prominent Sea	lotog		
0030043501 Emmp Duty	800.00	Read/Hernel		-	
0000000001 Replante For	100.00	Aredonity		-	
		Towns(2)/C2	eria.		]
		7		•	0 0 1
		<b>7</b>	<b></b> )	S BREGISTA	
		SecondPuny?		TANDE NO OTHE	<u>e</u>
			ž.		<b> € </b>
OF WOED			jö	(k 🛂 🕉	//§ <b>/</b>
₹600.00		i	K		<b>9</b>
		According to	Gar Marry	7 14 14 14 15	
SFACE!	400.00				
Payment Datable 9(844-81)	ATICINAL BANK		N	OR USE IN RECEIVING BA	uak
Constant DC D	eds.	B-400 F	<b>144</b> , 146,	03008172081112200847	345793007
Chestal CO No.	<del> </del>	Serie Date 1	TO Date	12/11/2011-16:00:23	Hot Varied with RGI
hame of Back		Darris (Basco)		PUNIAS NATIONAL SA	NPC
Amon of Branch		Saral No. , D		1,237 (2021	
Description (1): MUIZ-This challes is wife for shoons they worst chart going frigure much wall.	er to be opposed to San Aug rect where were real	ed toj k	* *	स्मान कराज करिया होता. १ में इस्टेंडिया देखा	4 max many many
•				4004 2/	/ 30
Chatien Defeced Details			۲	၁၀၁	9
Sr. Ma. Amounts	Dubaniani Ro.	Coffee		1000	THE RESIDENCE AND ADDRESS OF THE PERSON NAMED IN COLUMN TWO IN COLUMN TW

वर्ष है। १४८५ ) २०२	[هد
470 E LY 90	2
3038	

Deciment H	Inding Charges of Registration & Stamps
Receipt of Document	Handling Charges
PRW 2311202101048	Place Optio 23/11/2021
Accelved from LARSEN AND TOURRO LTD strough of Rs.4007, towards Document Hand registered on Document No. 19978 dated 23 S.R. Mambal 4 of the District Numbel District	Ring Charges for the Document to be
_	₹ 400
Payment C	DetaRg DEFACED
Burnt Human PUNB	Payment Date 23/11/2021
Tanta CPI 10004152021112300964	REF No. 345987497
Define No 2311202101048D	Perfece Date: 23/11/2021
This is computer generated receipt, hence provide	TRAR AC
This is computer generated receipt, he has managed to the managed of the managed	



#### POWER OF ATTORNEY

KNOW ALL AKEN BY THESE PRESENTS that We, (1) Mr. And Shindiker — Head (Architecture), (2) Mr. J Harresth Kunzer — Head (CRM), (3) Mr. Sharat Rastogi — Johnt General Manager (Accounts), authorized representatives of Lersen & Toubro Limited — Realty Division ("the said Company") appointed vide Zoard Resolution dated 30° October, 2015 ("said Resolution") passed by the said Company having its Registered Office at L&T House, Ballard Estate, N.M. Road, Mumbal 400 001; SEND

WHEREAS the said Company is developing a Residential Project on land bearing CTS
Nos. 127A(Part), 1378 (Part) and 137C, situated at Village Tungwe in Powni Estate,
Said Vilhar Road, Powsi, Mumbai400077, known as "Emeraid isle" and "Veridian"
Project ("the said Project").

AND WHEREAS the said Company is desirous of selling / transferring the residential units / premises and any other premises constructed / being constructed/ to be constructed, in the said Projects, to prospective purchasers/ transferses, for which the said Company is required to authorize its officers to execute documents.

ARTO WHEREAS the said Company has vide Board Resolution dated 30<sup>th</sup> October, 2015 authorized each of us to severally sign and execute documents for sale/transfer of residential units /premises and other premises constructed / being constructed/ to be constructed, in the said Project, to intending purchasers/ third parties (copy of the said Board Resolution is annexed herewith). The said Company vide the said Board Resolution has further authorized us to nominate officers of the said Company, to appear before the Registrar of Assumption to admit execution of the

registered from the office of Sub Registrar, the Registraries exparamose or an interest of the subsection of the document of the subsection of the subsection of the document of the subsection of the subsection of the document of the subsection of the s

This Power of Attorney supersedes the earlier Power of Attorney dated 3<sup>rd</sup>
April, 2018 issued in favour of Mr. Anand Rane, Mr. Makarand Dole, Mr.
Ketan Thakare, Mr. Swamin athan S. Iyer and Mr. R. K. Vishwanathan

IN WITNESS WHEREOF, we have executed this Power of Attorney on this 22 day of N.P.Y. 2021.

SIGNED AND DELIVERED

(1) Par. Artal Shindikae

Head (Architect)

For Larsen & Toubro Limited

(2) 8 Naneesh Kumar

Nead – CRM

For Larsen & Toubro Limited

(3) Mr. Sharat Rastod

Joint General Managar (Accounts)

For Larsen & Toubro Limited

AND WHEREAS It is not possible for us to personally ettend the office of Sub-Registrar of Assurances for the purpose of registration of documents.

NOW KNOW YOU ALL THESE PRESENTS WITNESSETH that We, do hereby nominate, constitute and appoint following persons, having being amployed with Larsen & Toubro Ltd., having their office at CRM Office, Ground Floor, A. M. Naik Tower, L&T Campus, Gate No. 3, Jogeshwari – Vikhroil Link Road (IVLR), Fowel, Mumbai 400 072 and its registered office at L&T House, Beffard Estate, N.M. Road. Mumbai 400 001, to be our true and lawful Attorney/s for us and in our names and on our behalf, for appearing before the Register of Sub Registrar of Assurances to admit execution of the documents executed by us, jointly and/or severally, and to do or cause to be done all or any of the following acts, deeds, matters and strings so long as they are in employment / engagement with the Company and/or L&T Group Company.

Mr. Retan Thakara - Assistant General Manager - Business

To a more properties of the Consultant - Business Development

Mr. Development

Development

Mr. Development

Development

Development

Development

Development

Development

Development

Development

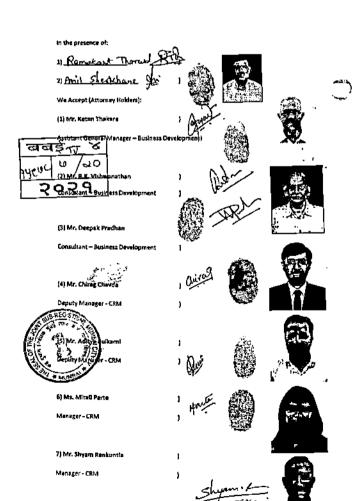
Development

Development

Development

T. Mc-Styam Ankuntia – Manager で知るまで、MS-Sandhya Mair – Senior Manager タ が Mg Archthorstwar Singh – Assistant Manager 10. Ms. Varsha Lalwant – Deputy Manager フロフログ 20. The Suphita Shetty – Senior Executive

- To todge and present the documents executed by us in the office of Registrer for Assurances in respect of the said Project.
- To appear before the Sub Registrar of Assurances to admit execution of the documents for us and on our behalf and take all affective steps in the matter of registration of the documents.
- To pay necessary fees / charges for the purpose of registration of documents
- To collect and receive the original cartified true copies / photocopies of documents, instruments, agreements, writings, etc. executed and modelled.





Senior Manager - CRM

9) Mr. Krishneshwar Singl

Assistant Manager - CRM

10) Ms. Versha Lahean

Deputy Manager - CRM

21) Ms. Suchita Shetty

Senior Executive - CUM

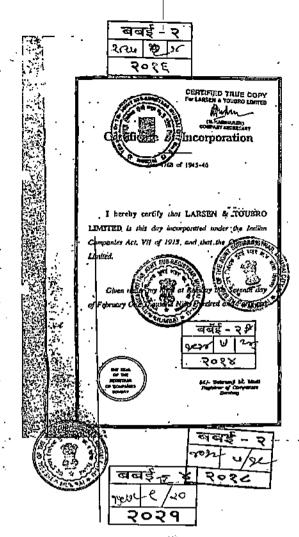
in the presence of:

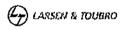
1) Ramakart Thorno Fills 2) April Sharthura & 1











Limited & Restore Limited Section 2018 Department 101 month of Confliction Section Section 6 and Restore Auto-101 Section Section 17 LPC 1984 Section 2018 Section 1984 Section 2018

COPY OF RESOLUTION PASSED BY THE PROPERTY COMMITTEE OF THE BOARD OF DIRECTORS OF LARSEN & TOURRO LIMITED AT ITS MEETING HELD ON OCTOBER 30, 2015, CERTIFIED UNDER SECTION 21 OF THE COMMANIES ACT, 2015.

### SALE OF RESIDENTIAL PREMISES

RESOLVED THAT in supersection of the resolution passed on Fobruary 13, 2014, approvide and is honely accorded for Sale. Transfer for Residential Premises constructed being conclusional for the constructed for the single develop (CTS Nes. 1374, (Fart), 1112 (Pgrat), shaded at Village Tungwe in Fowel Estate, Sald Villar Road, Powel, Marchell 400 D72 (hereinsflow intered to set this east Project?) for the derive and conditions which have been reprect or may be aproved pathwesh the Company and prospective proteins in transferrer.

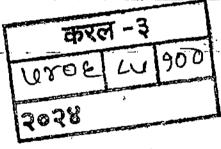
RESOLVED FURTHER THAT the following officers of the Company are freeaby towords, surfaces as from a flew are in the employment of the Company:

Sr.No	Namo	Designation REGIS
1	Nar. Shrikara Joshi	CEO & Managing Director
2	Lift, S.H., Seth	
3	Mr. U.C. Roth	
4	Mr. And Shind ker	THE ADDRESS OF THE PARTY OF THE
5	Mr. Bhagirath Shanbhag	The state of the s
5	Mr. Joseph Cordeiro	Head HALTER
7	Ny, J. Hargosh Kumar	Hotel - CXM
6	Mr. Bherat Rastogl	Joint General Hansger - Account 19 2 - N
9	Mr. Suchir Kulkerni	Business Hant! (092
10	Mr. Rajan Telang	Head - Proporty Morragem

to no or cause to be done, for end on behalf of end in the name of the Company of or any of the following acts, device and Prings :-

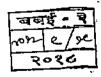
२०२१

(1) To sign and execute opponents for site, talle direct, direct of franction and a chart decay of the site of the



- (2) To sept and execute all occurrents enothery and incidental to and recessary for the completion of feartectons mentioned tonsimbove including bot not limited to Adoptional Lotters, Notices, Psychological Roberts, Psychological States, etc.
- (3) To apply for and obtain all consentint, concessions, locences and capronels of any and ast return short any power's or Statutory Authorities or Courts, in connection with the transactions, mentioned hereimphone and to make applicapants, pottons attituded and enter Into such agreement and give such undertaking as the said persons or Statutory Authorities or Courts may nectifie.
- [4] Te opresent the Company before any Registrar or Sub-Ragistrar of Austrances to present and indige Agreements for Sale, Deed of Transfer, Salo Deed or any other doods, occurrents, writings, etc., for inspirates agriculture of the purchasers/ transferse and for the purpose to program force the Company Sub-Register of
- Assumences to admit execution of a stronged Salary

  To execute the Powers of stronged partial of company and the stronged by t



305台 <sup>が600</sup>分/40 <sup>四四義<sup>全</sup>を</sup>

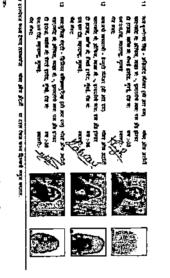


ह नि सह हू भि वर्षा भागे कार्यतावत अ. क. १९७७ वर वि.३५-१-३०३१ रोजी १३०६ म.न. चा, इत्तर केला. 508/15978 मण्डवर,23 चेलॅबर 2021 12:15 म.ने. दस्त कम्पकः वर्षात्रः । १९७१/३०७३ Hard brules रीते पुरांक गुल्कः रू.५०४ बाटस्करप्टरावे न्द्रवः प्राप्तकृत प्याद्धी सर् नंदर्ग छ पादवी दिनांक: 33/1/2021 ए. शार्मन अंब दुवों ति - रिअस्टी डिव्हिंचन करें रहुत स्टिटीकर - हेड (अर्थिटेस्बर) सर्वतः १<u>५ १० ५</u>८ दल क्यकः । १९१४/२०३१ radional and एकुमः 500.00 ₹. 100.00 ₹. 400.00

( )

ent tempom – athat (ab par cor)
file at all'hou, bods et ... (parché hour est at pi file at all'hou, bods et ... (parché hour est at pi file mente, apart file anterore, apart

THE METERS - (PAGE) CHEST CHEST METERS - (AND ADDRESS AND THE ASSESSMENT AND ADDRESS AND THE ASSESSMENT AND ADDRESS AND ADDRES



स्त्रकारणे पात्र व बाता पात्र प्रित्य कुटैं . में नेतर (की कर क्ष) पारं, प्रदेश कुटैं . में में कि पात्र के कुट , प्रमारीचे कहा, एवं के हैं 1934 , क्ष्मिंत के बात्री कुटें, कुटी, तेंत्र के क्ष्मिएटरेंड, प्रमार , क्ष्मिंत के बात्री कुटें, कुटी, तेंत्र के क्ष्मिएटरेंड,

रख इत्येक :क्वर्ड्य/15978/: रक्ताच प्रकत :न्यंत्र अपि औ

2000

102/1/2011 abs m3

1

3 arm

16

98

करल

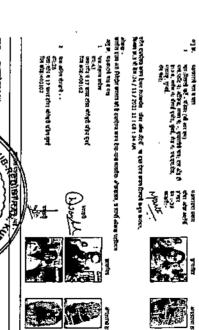
()

ATTACHER WITH THE STATE OF THE

A. III

A PO

兴



क्षित्व क्षांच्या क्षांच्या व्यवस्था आहे.	Į
्रास्त्र के अधिकार, प्राप्ता के क्ष्म कि प्राप्त कर किया है है है जिसके के किया है है है कि कि क्षम कर है है क प्राप्त के अधिकार, प्राप्ता के किया किया कि किया है कि किया है किया है किया है है कि कि कि किया है कि किया है	=
THE PLANT WHEN HE WAS LESS REST, GRANT TO LOS AND THE PARTY AS A STATE OF THE	E
कर ने अने जा करने हैं कार है जा है जो कर कि	:
स्था ने ने स्थापन करें के स्थापन करें हैं के स्थापन करें के स्थापन करें के स्थापन करें के स्थापन कर के स्थापन क	ā
The second section is a second	•
The state of the s	•
Ser on the series of the serie	7
Charles and the function of the state of the	•
ST. W. ST. W. T. T. T. C.	•
by the same and the same and provide the same of the s	٠
MET AN THE R. CAMPET AND ACTION AND AND AND ACTION ACTION AND ACTION ACTION AND ACTION ACTION AND ACTION	w
ment also de la bacter de constitución de la consti	M
was to story and the series of the story of the story and the series of the series and	-
werd water	å
Constitution of the second	

F Dalage Number

The state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the state of the s

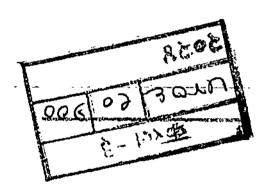
And the second s

11.15. 10.00 de bose ट्राज संश्वय स्थ-2 3 F 12 12 10 80 TT 

Stank .

्यानों की है रहे । रेक्स दिनेता के विक्ता के विद्वान के हिर्म करते । अपने स्टेंग अपने क्षान के स्टेंग करते हैं पहले के के पहले के रेक्स देन के प्राप्त के की किया के के दें किया के स्टेंग के स्टेंग के की का कार्यों के स्टाम अर्थ के किया कि के किया दिनेता के विद्यान के विद्यान करते के रोज क्षान के स्टेंग के स्टाम अर्थ के प्राप्त किया के किया के विद्यान के विद्यान करते के रोज के के किया किया किया किया करते हैं कि कार्यों क







's Aren ber 6 for den deren en PS-SCALE BELLEVIEW BY SET STATE STAT منعطنا فكا IF ÎN ÎN REST PODUL

CEDE/ MAGST

Delece Dele	Delace Number	(yand) A;	Amount	SAN-Manus	AMERICAN INCOME.	acti	The Court
1202/12/22	\$212024245847 PODG	95	90°005	ACCIOCCIONISSISSISSISSISSISSISSISSISSISSISSISSISS	THEOGESSALISONS 1	nakariDa	M32VAJ OMA OMBUGT CTJ
1202/11/22	ZZĘZDZŁŁĘSSZ+000	ını	bor	##4000051845202231E		прист	#328A) GHA ONSUCT OTS
27/17/2021	23113031010480		009	33173370104E		>+0	· -

05/05 JUBER MAN M. 4 M 5m;24/11/2021 11:11:20 MH

विद्या है कि wing there are not a first to be seen and to be not provided by the seen of th

, hang, gurepu, gui, nya 1, ha 1, ha 2, tind hand de miner "nang di nin ngi na akanang (197 Mi , hang, di 198 Mi, panen de and den atau band de miner di ning (199 mine da) (Party Private (ST) 1849 PP 2 Party (STA Bende 18 PA 1879 PP 1

der Crue, wie fe find gebt, geb fen freuen weren b en sping : gin di di gaza, nda sa si mis pade, cini, din 4. gaza (din gaza, gini, 25. Ta din di di mis 4. mis pade, cini, di si, gaza, din, gini,

ा जीवार (सिक्सीक क्षेत्रकार्यक्रम । स्थापित के प्रतास के माने के विकास, करीक में, बीचारी प्रतास में, प्रतास के प्रमास के प्रतास , प्रतास के प्रतास स्थापित के विकास में

المدار معاد 12 وقا أن - المدار الطائمة ما ستنجم استاء الماء - فائد فدامة المدار (معدار وي وفرد ال مذاكر للساخ بـ بتعدادة في فيه شاء بالهدير حاله الدامة وقرد يقول فالا از واجاراتها البادي يومل. ومداره ارداده

and the state of the section of the	formálici i szadki sz	5058		
006	69	broe		
कुर्यस्य – इ				

# RHIIUPIB

सदर्य कथन चुकी ने आब्बून अख्यास नोड्या अधिनियम १९०० हे इन्य
के जनुखस्तारतंत्र मुजावज वेह असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.
किया अन्य कार्णासाही कारणामुळे कुलमुखत्यारपत्र रह बातल ठरलेले नाही. सदरच
नाही किया कुलमुखत्यारपत्र लिहुन देणार व्यक्तीभैकी कोणीही मधत झालेले नाही
दिला आहे. सदर कुलमुखत्यारपत्र निहुन देणार यांनी कुलमुखत्यारपत्र रह केलेले
आधार भी, सदर दस्त नोद्यीस सादर केला आहे   निषादीत करूण कबुली जबाब
ियो प्रतासिक से विकास स्थान विकास के अभिन्न क्षिति है।
दस्य नादणासावी सादर करण्यात आला आहे. श्री
कार्यात्वथातःया शिर्षकाचा
55 Min 25
(a) (3-15-15 (b) (b) (b)

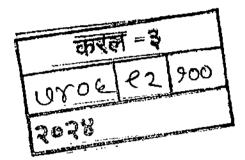
भ्रद्धराभगीत : कांन्डी

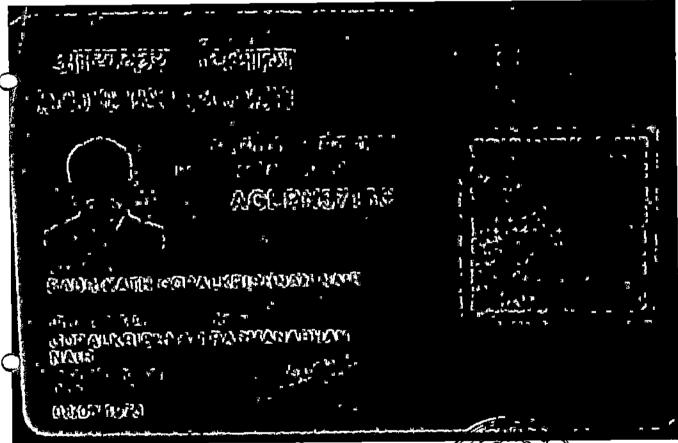
अन्तर्ये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

व सदी

नि निक्राष्ट हम्प्राफथ्सककृ

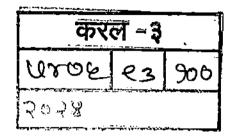


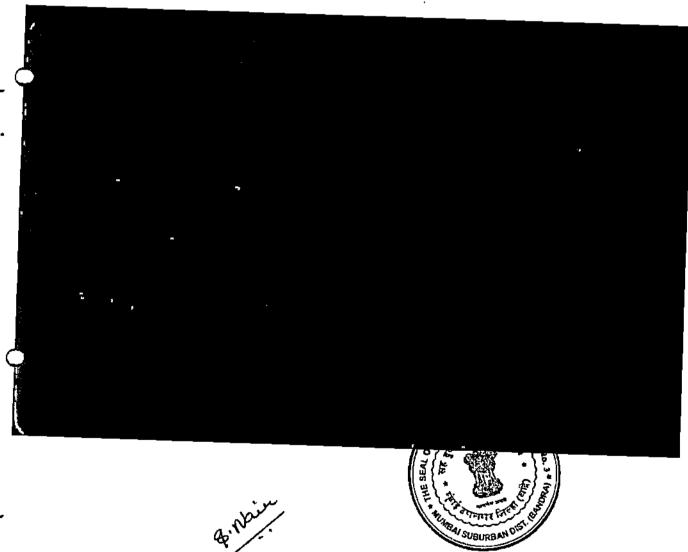




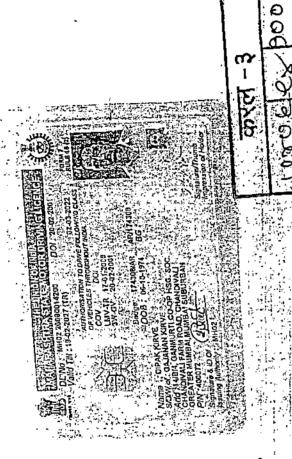


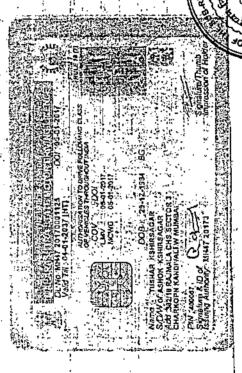






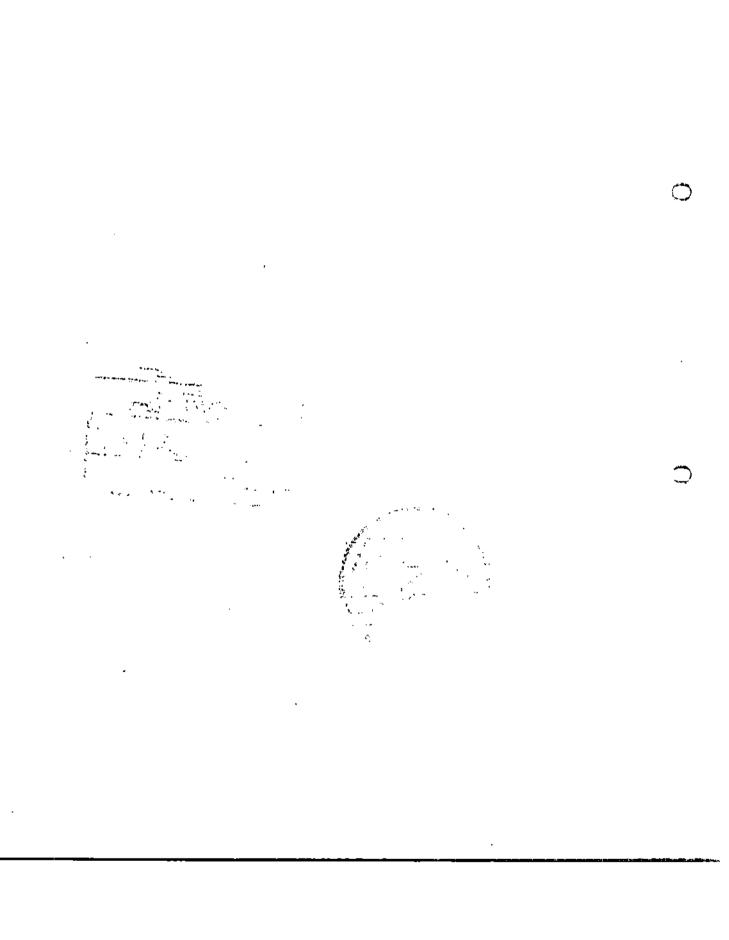
, .







No. 3 . (NOON)





# CHALLAN MTR Form Number-6



GRN MH018286766202324	MH018286766202324M BARCODE		ll Date	a 28/03/2024-11:42:2	1 Form ID 25.2	
Department Inspector General Of Registration		Payer Details				
		TAX ID / TAN (if Any)				
Type of Payment Registration	rea		PAN No.(If Applicable)		- "	
Office Name KRL2_JT SUB (	REGISTRAR KURLA NO 2	2	Full Name		LARSEN AND TOUBRO LTD	
Location MUMBAI			]			
Year 2023-2024 One	Tìme		Flat/Block No. FLAT NO. S001 TOWER 12A VER		TOWER 12A VERIDIAN	
			Premises/Bu	ilding	EMERALD ISLE	
Account Head	Details .	Amount In Rs.				
0030045501 Stamp Duty		1004200.00	Road/Street		SAKI VIHAR ROAD P	
70030063301 Registration Fee		30000.00	Area/Locality	,	MUMBAI	
			Town/City/Dis	strict	<del></del>	· · · · · · · · · · · · · · · · · · ·
	·		PIN		4	0 0 0 7 2
			Remarks (If A	(nv)	करल -	<b>3</b>
CAGO			SecondPartyN	SecondPartyNane=SABRINATH GOPALATTISTITIAN NAIR-		
OFFICES			3058			
₹1034200.00						
EFACED		B-REGISTRAP		Ten Laki	Thirty Four Thousand	Two Hundred Rupees O
Total	876	423723	Works	niy		
Payment Details F	NA BENOTAN BALNU			FC	OR USE IN RECEIVING	BANK .
Che	que-DD Details		BEN/CIN R	tef. No.	0300617202403280	0819 280324M1292271
Cheque/DD No.	11/4/3	4 SUBURBAN DE	ank Date R	BI Date	28/03/2024-15:58:10	30/03/2024
Name of Bank		Bank-Branch PUNJAB NATIONAL BANK		BANK		
Name of Branch		Scroll No. , Date 1 , 30/03/2024				

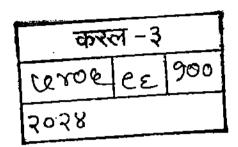
> Digitally signed by DSJ DIRECTORATE OF ACCOUNTS AND TREASURIES MUMBAI 02 Date: 2024.04.54 13:37:48 IST Reason: GRAS Secure Documen Location: India

# Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(iS)-390-7406	0000013354202425	01/04/2024-13:33:32	IGR199	30000.00

GRN: MH018286766202324M Amount: 10,34,200.00 Bank: PUNJAB NATIONAL BANK Date: 28/03/2024-11:42:21

	2	(iS)-390-7408	0000013354202425	01/04/2024-13:33:32	IGR199	1004200.00
ı	Total Defacement Amount					10.34.200.00





Signature Not Verified
Digitally signed by DS
DIRECTORATE DE CCOUNTS
AND TREASURIES MUMBAI 02
Date: 2024-049-13-37-48 IST
Reason: GRAB Sicure Cocument
Lection: wife.



# **Receipt of Document Handling Charges**

PRN 0424013904617

Receipt Date 01/04/2024

Received from LARSEN AND TOUBRO LTD, Mobile number 0000000000, an amount of Rs.2000/-, towards Document Handling Charges for the Document to be registered on Document No. 7406 dated 01/04/2024 at the Sub Registrar office Joint S.R. Kurla 3 of the District Mumbai Sub-urban District.

**Payment Details** 

	₹	2000	_
₹		FACED	7

DEFACED

Bank Name	PUNB	Payment Date	01/04/2024	_
Bank CIN	10004152024040103704	REF No.	5154279148	
Deface No	0424013904617D	Deface Date	01/04/2024	

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

3000 € € 10 900 3028



ſ	करेलें - ३				
	aros	eL	900		
	२०२४				





BLANK PAGE

Ť

AS0S\806\202\2

१-गाम गाम्ब्रीए ऋड

कि गिन्न्रींन

3467:fberr

.F.म 7E:1 4202 लिए। 10,71हमक्ति 390/7406

दस्त क्रमोक :क्रांमक क्र<del>मे</del>

मोबदला: ह. 1,67,33,531/-

बाजार मेज्यः छ। १,24,68,345/-

-/002,40,01,ह :क्ल्पु कोड्रम हिंहरू

.1194 राज्ञे .15, म. ३६:1 किए

4202-40-10,新环 8047 床. 18

ह. मि. दे. पु. करल3 गांचे कापिलवात

4<u>202/40/10</u> :कांम्डी किंगम

मादरकरणाराचे नाव: सबरीनाथ गोपाळकृष्णन नायर

£ 3000000£

€ 2000,00 कि िष्ठानाइ ५३५

001 :ाष्ट्रमे मिरंउपू

00.000\$£ : ரசுற

दस्य देवर करतानाचा मधे:

मा कोणत्याही करक <del>छेत्राच्या इंदीच जिंदा उप-वंद (होस) मध्ये बमूद</del>

QQ6|20 arro ቀረጫ – 3

:あ声 作 MS 21:33:12 PM も 705 / 40 / 10 2 . 東 頂原 1 न् 00 : 32 : 10 4 / 2024 01 : 32 : 00 मे जार हो हो है। हो हो है । मुद्रांक शुल्क: (एक) कोणत्याही महानगर

# সরিরাদের

.जिए त्रांस कांका कांका है। मिर्म । मिर्म वांस कांका कांक कांका मिर्म । क्रन्छं \ माराष्ट्र प्रवासक क्रिस्टर प्रस्तांतरण दस्तामुक राज्य शासन \ राज्य णिनिपृक्त ः कंगामिकृक इ क्यापिति स्तर ल्विनाछ विष्णिका मुक्तिमक क्रिक्स संभित्रक क्षित्रक क्षित क्षित्रक क्षित क्षित्रक क , रिकारक कंत्रायनी रकुरस रिपूर्ण मिकारम् , इंस्ट एर्लिक कंत्रायन भिवादक मदर दस्तरिवज हा मोहजी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच

भाष्य म्युष्टी



OLI DABUOT 00000133242024 PZ0Z/F0/10 되되 eChallan ε **DNA** केडिकेरी मणेड् अर 4) **LARSEN** 0424013304617 7 2000 01/04/5054 Q424013904617D **QIJ** इकान्ञी 0/60 ايلانك OABUOT 01/04/5054 0000013324202422 MH01828676<mark>62</mark>02324M 00:0032001 **GNA** <u> 네 수 (네</u> LARSEN विकेश Talinet eanes Licence elsO tenication no\Vendor Purchaser Deface Mq 91 : 36 : 10 4202 \ 40 \ 10:20 कि मि 4.क ाक्काप्री 201004:इर्ग्रे<del>क</del> म्मी हुंड्रेम् मध्रीप रिक्षर्गिष्ट प्रबंड ग्राम डि 🏗 🕄 🗃 ያቱ:re <u>र्हे</u>की कम्द्री:घान 201004:호쥬 뉴덴 وطالالألأ प्ता:१७ वी मागर डॉबर जोगेशरी पश्चिम मुंबई 62:15년 जगमञींड - ग्रापृह:छात Į अनु कः पक्षकाराचे मान न प्रसा ह्याम्स मिट प्रापील हमम असे निवेदीत कातात के देन्तर्कवन करन देगा-याना व्यक्तिकः अध्वतात, व राग हो क्षेष्ठ <del>प</del>र M9 14:35: 10 4/2024 01:35:41 PM वरीन दस्तांवय करून देणार तथाकथीत करारनामाः चा दस्त गेवय करून दिल्याचे कवुल करतात. AAAA\CQUUUHAA ,इस्मृम् ,युरगहम , दिर गड़िकी किाम :मं द्वार, देंबधू, देंबम :मं कॉम्ब , डिनिश नम :छान 9<del>7-:</del> bb मीर-में : महिना में 1201/डी विग, माळा ने: -, इमार-तीम ज्ञापद्र महूनी नाब:सबिया सबरीनाथ नाबर DB1YEN3715C 下が .रेष्ट्रम्, युग्गह्रम -:Bाशाञ , शर शहिन कितम : में बार है मुंबई में बार में किया किया है। 0**9-: bb** म्ताःलॉट नं: नदनिका नं.1201/डी जिंग, माळा नं: -, इमारतीचे ज्ञाणहे महुल नाव:सवरीनाथ गीपाळकृष्णन नायर 7 中本 中本公本AACL0140P .हेर्घम, सुवर्ड, हाऊस, बेलाई डस्टेर, ब्लॉक ने: मुंबई, रोड ने: एन. एम. एम. -दाक्षरी:-पता:प्लॉट ने: ऑफिस, माठा ने: -, इमारतीचे नाव: एल बेंड टी 79-: ьь मुख्यत्यार दिपक प्रधान जाएई म्ड्रही र्नेह शमकृ १९८५ र्ह किष्क हकुंशीर में रु स्ट्रेड हैं हमेगल:बाह ह्मागाञ्च मझकाराचा प्रकार पक्षकाराच् मावे व पता अर्थे क ज्ञा प्रमामित <u> १५१५५१५५-: अकार १६११५४</u> दस्त क्रमाकः कामक स्मि

८-गाम गावनार भार-८

**ԻՏՕՏ/90**ÞՀ**ԵԵՒ Է**Ի**Հ** 

[SD:Stamp Duty] [RF:Registration Fee] [DHC: Document Handling Charges]

01/04/2024 1 36:43 PM

Know Your Rights as Registrants

- 1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
- , 2, Get print immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com