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पावती

Original/Duplicate

Thursday, July 23, 2015

नोंदणी क्र. :39म

12:57 PM

Regn.:39M

पावती क्र.: 8377 दिनांक: 23/07/2015

गावाचे नाव: लोअर परेल
दस्तऐवजाचा अनुक्रमांक: बबइ2-7202-2015
दस्तऐवजाचा प्रकार : करारनामा
सादर करणाऱ्याचे नाव: अलीअसगर एम लोखंडवाला - -

नोंदणी फी रु. 30000.00
दस्त हाताळणी फी रु. 2120.00
पृष्ठांची संख्या: 106

DELIVERED

एकूण: रु. 32120.00

आपणास मूळ दस्त ,थंबनेल प्रिंट,सूची-२ व सीडी अंदाजे
1:16 PM ह्या वेळेस मिळेल.


सह दुय्यम निबंधक, मुंबई-2

बाजार मूल्य: रु.48131500 /-
भरलेले मुद्रांक शुल्क : रु. 4075200/-

मोबदला: रु.81500000/-

1) देयकाचा प्रकार: eChailan रक्कम: रु.30000/-
डीडी/घनादेश/पे ऑर्डर क्रमां : MH002447392201516E दिनांक: 23/07/2015
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: By Cash रक्कम: रु 2120/-

सह दुय्यम निबंधक
मुंबई शहर क्र. २

DELIVERED



23 July, 2015

सूची क्र.2

दुय्यम निबंधक : सह दु.नि.मुंबई शहर 2

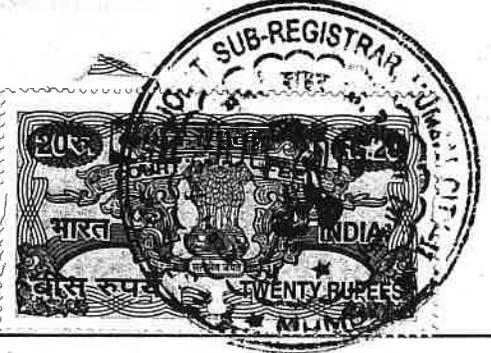
दस्त क्रमांक : 7202/2015

नोंदणी 63

Regn. 63m

गावाचे नाव : लोअर परेल

(1) विलेखाचा प्रकार	करारनामा
(2) मोबदला	रु.81,500,000/-
(3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे)	रु.48,131,500/-
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1 Part and 2 part, पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: फ्लॅट नं 4703, माळा नं: 47 वा मजला, ए1 विंग, इमारतीचे नाव: मिनर्वा टॉवर, ब्लॉक नं: महालक्ष्मी, मुंबई 400011, रोड : ऑफ एन एम जोशी मार्ग, इतर माहिती: सोबत 2 कारपार्किंग
(5) क्षेत्रफळ	139.07 चौ.मीटर
(6) आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता.	1) नाव:- लोखंडवाला कटारिया कंस्ट्रक्शन प्राईवेट लीमीटेड तर्फे संचालक मोहम्मद ए लोखंडवाला तर्फे मुखत्यार राजे चव्हाण --, वय: 47; पत्ता :- फ्लॉट नं: ऑफिस नं 72, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: गांधी नागर, रोड नं: दैनिक शिवनेर रोड, व मुंबई, महाराष्ट्र, मुम्बई. पिन कोड:- 400018 पॅन नंबर: AAACL5105A
(8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पत्ता	1) नाव:- अलीअसगर एम लोखंडवाला --; वय: 40; पत्ता:-, व जहरा वीला, बरळी सीफिस, खान अब्दुल गफ्फार खान रोड, न्यु प्रभादेवी रोड, MAHARASHTRA/ MUMBAI, Non-Government.; पिन कोड:- 400025; पॅन नं:- AAEP4680K;
(9) दस्तऐवज करून दिल्याचा दिनांक	23/07/2015
(10) दस्त नोंदणी केल्याचा दिनांक	23/07/2015
(11) अनुक्रमांक, खंड व पृष्ठ	7202/2015
(12) बाजारभावाप्रमाणे मुद्रांक शुल्क	रु.4,075,200/-
(13) बाजारभावाप्रमाणे नोंदणी शुल्क	रु.30,000/-
(14) शेर	



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

Null

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-

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



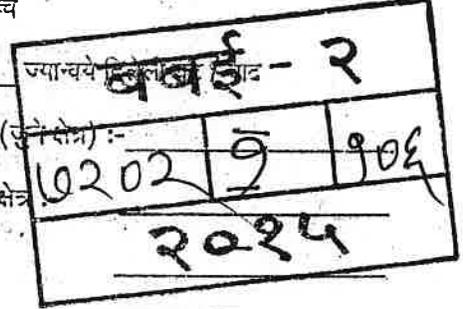
[Signature]
सह दुय्यम निबंधक
मुंबई शहर क्र. २



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग

मुल्यांकन अहवाल सन २०१७

१. दस्ताचा प्रकार :- अनुच्छेद क्रमांक २५
२. सादरकर्त्याचे नाव :- करमलमि
३. तालुका :- अलीबाखर ४म वीखंडवाला
मुंबई / अंधेरी / योरीवली / कुर्ला
४. गावाचे नाव :- खेडार पेरल
५. नगरभुमापन क्रमांक / सर्व्हे क्र. / अंतिम मुखंड क्रमांक :- १ (पार्ट), २ (पार्ट)
६. मूल्य दर विभाग (झोन) :- १२/११११ उपविभाग
७. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय
प्रति चौ. मी. दर :- २७७००
८. दस्तात नमुद केलेल्या मिळकतीचे क्षेत्रफळ :- १३९.०७
९. कारपाकिंग :- २७.५ गच्ची :- -
१०. मजला क्रमांक :- ४७
११. बांधकाम वर्ष :- - घसारा :- -
१२. बांधकामाचा प्रकार :- आरआरसी / इतर पक्के / अर्धे पक्के / कच्चे
१३. बाजारमूल्यदर तक्त्यातील मार्गदर्शक सुचना क्र. :- -
१४. भाडेकरू व्याप्त मिळकत असल्यास :- १. त्याच्या ताब्यातील क्षेत्र (उत्तरे क्षेत्र) :-
२. नवीन इमारतीत दिलेले क्षेत्र ७२०२ / १ / १०६
३. भाड्याची रक्कम :- २०२५
१५. लिह अॅन्ड लायसन्सचा दस्त :- १. प्रतिमाह भाडे रक्कम :- -
निवासी / अनिवासी २. अनामत रक्कम / आगावू भाडे :- -
३. कालावधी :- -
१६. निर्धारित केलेले बाजारमूल्य :- १३९.०७ × २७७०० × १.२ = ४६२२६८६८
१७. दस्तामध्ये दर्शविलेली मोबदला :- ८९५,००,००० २७.५ × २७७०० × ०.२५ = १९०४३७५
४८१३२५३
१८. देय मुद्रांक शुल्क :- ४०७५००० भरलेले मुद्रांक शुल्क :- ४०७५२००
१९. देय नोंदणी फी :- ३०,०००



लिपीक

सहाय्यक

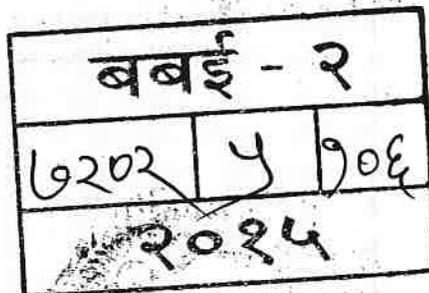
CHALLAN
MTR Form Number-6

GRN	MH002447392201516E	BARCODE	[Barcode Area]				Date	23/07/2015-10:53:14	Form ID	25.2
Department					Inspector General Of Registration					
Type of Payment					Stamp Duty					
Registration Fee					TAX ID (If Any)					
Office Name					BOM2_JT SUB REGISTRAR MUMBAI CITY 2					
Location					MUMBAI					
Year					2015-2016 One Time					
Account Head Details					Amount in Rs.					
0030045501 Stamp Duty					4075200.00					
0030063301 Registration Fee					30000.00					
Payer Details					Full Name					
Payer Details					TAX ID (If Any)					
Payer Details					PAN No. (If Applicable)					
Payer Details					AAEPL4680K					
Payer Details					Flat/Block No.					
Payer Details					4703 A1, CS NO. 1(PT)					
Payer Details					Premises/Building					
Payer Details					Road/Street					
Payer Details					MAHALAXMI, J.R. BORICHA MARG					
Payer Details					Area/Locality					
Payer Details					MUMBAI					
Payer Details					Town/City/District					
Payer Details					PIN					
Payer Details					4 0 0 0 1 1					
Payer Details					Remarks (If Any)					
Payer Details					PAN=AAEPL4680K Second Party Name=LOK					
Payer Details					HANDWALA KASHI PRASAD CONSTRUCTION PRIVA					
Payer Details					TE LIMITED-CA=88589000					
Payer Details					Amount in					
Payer Details					Forty One Lakh Five Thousand Two Hundred Rupees On					
Payer Details					Words					
Payer Details					ly					
Total					4105200.00					
Payment Details					BANK OF BARODA					
Cheque-DD Details					FOR USE IN RECEIVING BANK					
Cheque/DD No					Bank CIN					
Name of Bank					REF No.					
Name of Branch					02003942015072300369 35414607					
Date					23/07/2015-10:56:57					
Bank-Branch					BANK OF BARODA					
Scroll No. , Date					Not Verified with Scroll					



Mobile No. : 9820102162

वर्ष - २		
७२०२	३	१०६
२०१५		



AGREEMENT FOR SALE

ARTICLES OF AGREEMENT made at Mumbai this 23rd day of July. in the Christian Year Two Thousand Fifteen.
BETWEEN

LOKHANDWALA KATARIA CONSTRUCTION PVT. LTD., a Private Limited Company duly incorporated and registered under the provisions of the Companies Act 1956 having its Registered Office at 72, Gandhi Nagar, Dainik Shivner Road, Worli, Mumbai - 400 018 hereinafter called "**THE SELLERS**" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the ONE PART.

AND

1) **Mr Aliasgar M. Lokhandwala**

an Indian Inhabitant/s adults having his/her/their common address/s at **The Zahra Villa, Khan Abdul Gaffar Khan Road, Next to Rifle Club, Worli Seaface, Mumbai - 400 025.** hereinafter singularly/ collectively referred to as "**The Purchaser**" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his /her/ their heirs, executors, administrators and assigns) of the Other Part



WHEREAS:**Maharashtra Slum (Improvement clearance and Redevelopment) Act 1971 and Development Control Regulations:**

- (a) The Government of Maharashtra with a view to control the mushrooming of new slums in and around the city of Greater Mumbai and to improve the living conditions of existing Slum Dwellers by providing them neat and clean environment and basic essential amenities enacted the provisions of Maharashtra Slum (Improvement clearance and Redevelopment) Act 1971 and with a view to have planned growth of the city revised building bye laws and Development Control Rules and published the same under the title "Development Control Regulations for Greater Mumbai 1991" and as specifically provided under regulations 33(10) for the development of censused slum in Appendix IV.
- (b) For effective implementation of the Slum Redevelopment Scheme Maharashtra Government has introduced amendments / modifications to D.C.R. No. 33(10) Appendix - IV of the sanctioned Development Control Regulations Act 1991 by providing Additional Guidelines to the Municipal Corporation for Greater Mumbai being the Town Planning Authority for the City of Greater Mumbai with the aim of providing well ventilated self-contained tenements FREE OF COST to each eligible slum dwellers family as defined in the said modifications bearing Ref. No. DCR/1095/1209/CR-273/95 UD-II dated 27th August 1996 & 3rd May 1997 (hereinafter referred to as "the said notifications"). Each eligible FAMILY UNIT of notified slum means a family unit whose name and structure have a photopass and / or appears in the voters list prepared with reference to 1st January 1995 or the date prior thereto and such inhabitants stay at in such structure and have documentary evidence of the same prior to 01/01/1995.

Entire Property

- (c) All those pieces and parcels of lands bearing Cadastral Survey Nos. 1 part and 2 part of Lower Parel Division admeasuring 26160.72 sq. mtrs. (or thereabout, situate at J. R. Boricha Marg, Mumbai - 400 011 and falling in Municipal Ward No. "G" South and more particularly, described in the First Schedule hereunder written (hereinafter referred to as "the said entire property") were occupied by the Slum Dwellers and the same was surveyed and census was carried out and photo passes had been issued to the eligible Slum Dwellers and such occupants Slum Dwellers were paying compensation / pitch rent to the Municipal Corporation;

Resolution and Development Agreement:

- d) Under the policy of Government of Maharashtra for controlling the mushrooming of new slums in and around the city of Greater Mumbai and to improve the living conditions of existing Slum Dwellers by providing them with neat and clean environment and basic essential amenities and as per the Development Control Regulation No. 33 (10) of Appendix IV and the provisions of the Notification dated 27th August, 1996 as amended upto date issued by the Government of Maharashtra, the slum dwellers of the said entire property formed themselves into 9 societies and the said nine societies (hereinafter referred to as the "said Societies") formed themselves into a Federation i.e. Shramik Ekta SRA Co-operative Housing Society

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Federation Ltd. then proposed and now registered under the Maharashtra Co-operative Societies Act, 1960 (hereinafter referred to the "said Federation").

Since the said Societies and the said Federation did not possess the requisite manpower and finance, the said Societies and the said Federation (then proposed) in its General Body meeting held on 7-4-2004 agreed to grant development of the said entire property to M/s. Lokhandwala Kataria Construction Pvt. Ltd., and executed an Agreement dated 12-5-2004.

Letter of Intent:

- (e) The Sellers have got the layout plan and building plans approved and sanctioned for the constructions of buildings, out of which about 10 buildings are to be constructed for providing permanent alternate accommodation to the eligible members of the said society and one multistoried high-rise building for free sale as per the provisions of the said notification and the said Agreement dated 12-5-2004 by the Slum Rehabilitation Authority established under the said notification, on the terms and conditions contained in its Letter of Intent dated 16-4-2005 bearing No. SRA/ENG/927/GS/ML/LOI and as per revised Letter of Intent dated 17-12-2009.

N.O.C Municipal Corporation of greater Mumbai of the Annexure – II :

- (f) Pursuant to the NOC letter dated 18-12-2004 bearing ref. no. AC/Estate/13866 /SOC/SRA the A.C.(estate), BMC, the Municipal Corporation of greater Mumbai has granted their NOC and issued Annexure – II alongwith the certified copies of eligibility list of the slum dwellers of the said Federation vide its letter bearing reference no. AC/GS/24580/Colony dated 21-12-2004.

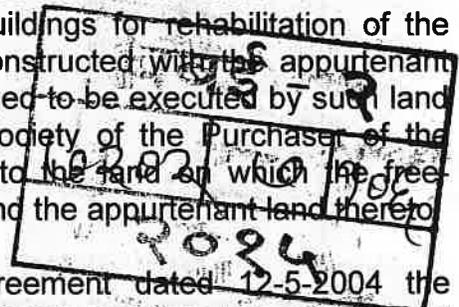
Environment Clearance:

- (g) Vide letter dated 13-4-2007 the Ministry of Environment and Forests (L.A. Division), Government of India has granted Environment Clearance of the project subject to the conditions mentioned therein.

Separate Lease for Free sale Building:

- (h) The hereinbefore recited notification envisages lease to be executed by the land owing authority viz. Municipal Corporation of Greater Mumbai in favour of the society/societies of the Slum Dwellers in respect of the land whereon the buildings for rehabilitation of the eligible slum dwellers have been constructed with the appurtenant area and a separate lease is envisaged to be executed by such land owning authority in favour of the society of the Purchaser of the flats/tenements/premises pertaining to the land on which the free sale premises/buildings are situate and the appurtenant land there to

- (i) Under the hereinbefore recited Agreement dated 12-5-2004 the Federation and the said Societies of Slum Dwellers has agreed that the Developers therein being and the Sellers herein shall be entitled to obtain separate lease of the land pertaining to free sale components of the project from the Brihan Mumbai Mahanagar Palika or in the alternative the said Fedration shall sub-demise such portion of land on which the free sale premises buildings are situate in favour of the Sellers or its nominee or nominees including a Co-operative Society or Association or Limited Company as the case may be.



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IOA, C.C. and other approvals: (Annexure A and B)

- (j) Slum Rehabilitation Authority has granted IOA and commencement certificates for the various rehab buildings to be constructed for the slum dwellers.
- (k) The Sellers are entitled to develop the said property by constructing thereon buildings for rehabilitation of slum dwellers and for Free Sale in terms of the plans sanctioned by the Slum Rehabilitation Authority.

The I.O.A. for the Sale Buildings is sanctioned by Slum Rehabilitation Authority under Intimation of Approval No. SRA/ENG/2375/GGS/ML/AP dated 7-5-2010 and amended thereto on 21-10-2011. The copy of the same is Annexed herewith at "Annexure - A".

- (l) Pursuant to the Commencement Certificate dated 15.10.2010 bearing ref: no. SRA/ENG/2375/GS/ML/AP the Sellers have commenced the work of the same building in terms of the sanctioned building plans and in accordance of the Development Control Rules and bye laws. The copy of the same is annexed herewith at "Annexure - B".

Mortgage:

- (m) Vide Deed of Simple Mortgage Deed dated 21-5-2010 bearing registration no. BBE3 - 5043 of 2010 the Sellers has availed Term Loan and other facilities from Bank of Baroda and UCO Bank for the said project on the terms stated therein.

Architect, Structural Engineer:

- (x) The Sellers have entered into Agreements with M/s. Spaceage Consultants Architects and M/s. Hafeez Contractor, Architects for availing their services for designing, planning and supervision for construction of the buildings. The Sellers have also appointed a Structural Engineer for the preparation of the structural design and drawings of the building and the Sellers accept the professional supervision of the Architect and the Structural Engineer till the completion of the building.

Seller having exclusive right to construct and sell:

- (y) By virtue of the said Agreement and letter of Intent the Sellers alone have the sole and exclusive right to sell the flats in the said sale building to be called as "Minerva" and comprising of Building of basement with Podiums and multi storey Building/s having wings A and A1 (hereinafter referred to as the "said Building") and to be constructed by the Sellers on the said land and to enter into agreements with the Purchaser of the flats / and to receive the sale price in respect thereof.

Purchaser has taken inspection

- (z) The Purchaser has demanded from the Sellers and the Sellers have given inspection to the Purchaser of all the documents of title relating to the said land, the said Agreement and the plans, designs and specifications prepared by the Sellers Architects and of such other documents.

Certificate of title and property register card (Annexure C and D)

(aa) The copy of the Title Report issued by the Advocates of the Sellers and copies of property register card have been annexed hereto and marked Annexure "C" and "D" respectively.

Seller to observe terms and conditions on which plans are approved:

(bb) While sanctioning the said plans, the concerned local authority and / or Government and the said SRA has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Sellers / Purchaser while developing the said entire property and the said building/s and upon due observance and performance of which only the completion and occupation certificate in respect of the said building/s shall be granted by the concerned local authority.

Application for allotment of flat / premises

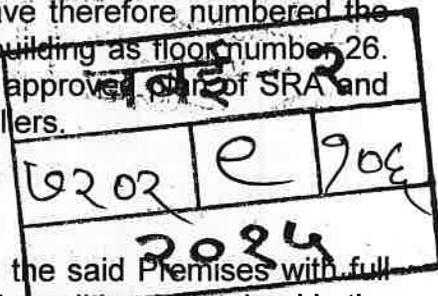
(cc) The Purchaser has approached the Sellers for allotment of a flat and relying upon the representations, declarations and agreement of the Purchaser as hereinafter appearing, the Sellers agree to sell to the flat purchaser a flat at the price and on the terms & conditions hereinafter appearing.

The rights reserved by the Sellers to make additions, alterations and changes in the Building "Minerva":

- (cc1) The Sellers have informed the Purchaser and Purchaser is aware and hereby agrees that the Sellers are entitled to construct additional level/s on the said Building "Minerva" and to make additions or alterations in the Building "Minerva" as approved / amended by the authorities from time to time.
- (cc2) The Purchaser hereby irrevocably authorize the Sellers to make any additions, alterations or changes in the said Building "Minerva" and the Purchaser/s hereby further confirm that the aforesaid consent is irrevocable and shall not be revoked, cancelled or withdrawn by the Purchaser at any time hereafter in any manner whatsoever.
- (cc3) The Purchaser have agreed and understood that the first residential floor of the said building Minerva will be at a height of approximately 65 mtrs. The Sellers have therefore numbered the first residential level / floor of the said building as floor number 26. This floor number may vary as per the approval of SRA and as per the nomenclature used by the Sellers.

Purchase subject to recited documents:

(dd) The Purchaser have agreed to purchase the said Premises with full notice and knowledge of all the terms and conditions contained in the aforesaid recited documents including the said Agreements for Development and Letter of Intent and also subject to the terms and conditions mentioned therein as also herein.



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Agreement to be executed and registered

(ee) The Sellers are required to execute a written Agreement for Sale of the said premises with the Purchaser being in fact these presents. The same will be lodged for registration by the Purchaser and the Sellers will admit execution thereof after the Purchaser have intimated within sufficient time the Serial No. of the document under which it is lodged for registration.

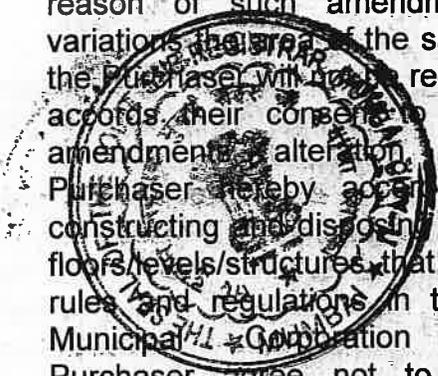
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY MUTUALLY AGREED DECLARED CONFIRMED AND RECORDED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Sellers to construct the building:

1. The Sellers shall construct the building to be called and named as "Minerva" with such number of stilt/s, podiums/floors/levels on the portion of the said entire property (hereinafter referred to as the "said property") and as described in the **Second Schedule** hereto below, in accordance with the plans, designs, specifications approved by the Slum Rehabilitation Authority and which have been seen and approved by the Purchaser. Prior to the execution of these presents, the Sellers have given the Purchaser an express notice of the rights reserved and retained by the Sellers for themselves as well as for their nominees and assigns. The Sellers are at liberty to make such amendments, alterations modifications and/or variations as the Sellers may consider necessary or as may be required to be made by the concerned local authority/the Government to be made in the layout and the building to be constructed thereon provided that by reason of such amendments alterations modifications and/or variations the area of the said premises agreed to be purchased by the Purchaser will not be reduced. The Purchaser hereto agrees and accords their consent to the Sellers for carrying out the said amendments, alteration, modifications and/or variations. The Purchaser hereby accords their further consent to the Sellers constructing and disposing off as they deem fit any other additional floors/levels/structures that they may deem fit to build as per the rules and regulations in this behalf of the Collector or Mumbai Municipal Corporation or other authorities concerned. The Purchaser agree not to obstruct and/or raise any objection whatsoever and/or interfere with the Sellers for carrying out amendments, alterations, modifications, variations and/or additions as aforesaid.

Irrevocable Authority and Consent granted by Purchaser to Sellers to amend, change or modify Building Plans:

1. The Purchaser hereby agree and confirm that the Purchaser is aware that the Sellers may construct additional levels on the said Building "Minerva" The Purchaser further agree and confirm that the Purchaser is aware that there may be other additions, alterations or changes in the said Building "Minerva" as per further approvals and/or sanctions which may be received by the Sellers from the Authorities from time to time. The Purchaser hereby give his/her / their irrevocable consent to the Sellers to carry out any addition, alteration, changes or modifications in the said Building "Minerva" without any further or other consent or concurrence of the Purchaser without causing any loss to the purchaser. The Purchaser further agree and confirm that aforesaid consent given by the Purchaser to



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the Sellers is irrevocable and shall not be revoked or cancelled by the Purchaser at any time hereafter in any manner whatsoever.

Sellers to observe all terms and conditions of local authority & occupation certificate:

2. The Sellers hereby agree to observe perform and comply with all the terms & conditions stipulations and restrictions if any which may have been imposed by the concerned local authority i.e. SRA at the time of sanctioning the said plans or thereafter and shall before handing over possession of the said premises/premises to the Purchaser obtain from the concerned local authority Occupation and/or Completion Certificate in respect of the said premises.

Agreement to Purchase, Price, Payment of balance price by installments etc.:

3. The Purchaser hereby agrees to purchase from the Sellers and the Sellers hereby agree to sell to the Purchaser, Flat No.4703 in Wing A1, on floor numbered as 47 (floor numbered as 35 as per approved plan) comprising of Three Bed Rooms, Hall, Dining and Kitchen having carpet area of 1247 sq. ft (115.85 sq. mts.), (hereinafter referred to as "the said premises"). The said premises is shown on the floor plan hereto annexed and marked as ANNEXURE "E". The Purchaser hereby agrees to purchase the said premises from the Sellers for a total consideration Rs.8,15,00,000/- (Rupees Eight Crores Fifteen Lakhs Only).

The Sellers have informed the Purchaser and the Purchaser have agreed and understood that the Sellers have sold the said premises to them strictly on carpet area basis only.

Along with the said premises the Sellers have allotted to the Purchaser the entitlement for use of 2 nos. of car parking spaces as an amenity at no extra cost.).

Relying upon the said representations and declarations at the price and on the terms & conditions hereinafter appearing.

The said total consideration of Rs.8,15,00,000/- (Rupees Eight Crores Fifteen Lakhs Only) shall be paid as follows:

Sr. No	Payment Terms
1	Rs.1,63,00,000/- (Rupees One Crore Sixty Three Lakhs only) Paid Prior to the execution of this agreement.
2	Rs.6,52,00,000/- (Rupees Six Crore Fifty Two Lakhs only) Balance payment at the time of Registration.

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(All the payments are to be made favoring Bank of Baroda Escrow A/c. Lokhandwala Kataria Construction Pvt. Ltd. or as directed by the Sellers).

- 3.1 It is agreed between the parties that the actual area of the said Flat may vary +/- 2% depending upon location, size and thickness of columns and walls and the Purchaser has / have agreed not to raise any objection or dispute regards the same. The fixtures, fittings and amenities to be provided by the Sellers in the premises and the said building are those that are set out in **ANNEXURE "F"** annexed hereto.
- 3.2. The Purchaser have been explained and informed by the Sellers the following to which the Purchaser have given their irrevocable consent.
The Purchaser have agreed and understood that the first residential floor of the said building Minerva will be at a height of approximately 65 mtrs. The Sellers have therefore numbered the first residential level / floor of the said building as floor number 26. This floor number may vary as per the approved plan of SRA and as per the nomenclature used by the Sellers.

Time the essence of contract:

All the payments shall be made on their respective due dates and within seven days from the date of demand being made in that behalf and the time shall be essence of the contract for all payments to be made under this Agreement or otherwise at law. It is specifically agreed by the Purchaser that this Agreement shall not create any right, interest and/or claim of the Purchaser on the said Premises/Flat/Shop agreed to be sold until and unless the entire consideration is paid by the purchaser to the Sellers herein.

Mode of payment of consideration agreed between the parties:

4. The Purchaser hereby agree and confirm that they have agreed to the aforesaid mode of payment of consideration after verifying the progress of construction and development of the said Building "Minerva" and in view of the nature of development of the said Building. The Sellers have agreed to accept the instalments as set out in Clause 3 by linking the same to the milestones as specially agreed between the Sellers and Purchaser and set out hereinabove. The Purchaser agrees not to raise any dispute or objection regards the same.

Interest @ 18% by Purchaser :

5. The Purchaser agree to pay to the Sellers interest @ 18% per annum on delayed payment and the Sellers may at their own option accept from the Purchaser interest @ 18% per annum on all the amounts which have become due and payable by the Purchaser to the Sellers under the terms of this Agreement from the date the said amount is due and payable till realization of payments it is actually paid by the Purchaser to the Sellers. However, this provision for payment of interest will not entitle the Purchaser to delay the payment of the amount due and the same will not in any way prejudice or affect the right of the Sellers to terminate this Agreement and/or any other rights and remedies available to the Sellers under this Agreement and/or under prevalent law for default made by non-payment on stipulated time and/or any other default committed by the Purchaser in pursuance of this Agreement. It is further clarified that in case of default of payment of any installment on due date the Sellers will be entitled to exercise other rights including the right to cancel and terminate this Agreement and if the Sellers accept payment of installment plus

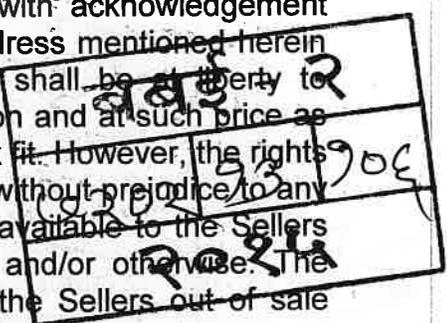
interest after the expiry of due date then they will do so only without prejudice to their other rights and remedies.

Indulgence not condonance of default :

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

Default in payment or committing breaches of the agreement and fifteen days notice before termination by sellers and refund of sale price:

- 7. On the Purchaser committing default in payment on due date of any amount due and payable by the Purchaser to the Sellers under this Agreement (including their proportionate share of taxes, duties, and/or cess and/or levied by concerned local authority and other outgoings) and on the Purchaser committing breach of any of the terms, conditions, stipulations and covenants herein contained the Sellers shall be entitled at their own option to terminate this Agreement. Provided always that the power of termination herein before contained shall not be exercised by the Sellers unless and until the Sellers shall have given to the Purchaser fifteen days prior notice in writing of their intention to terminate this Agreement and default shall have been made by the Purchaser in remedying such breach or breaches within fifteen days after giving such notice. Provided further that upon termination of this Agreement as aforesaid, the Sellers shall refund to the Purchaser the installments of sale price of the premises which may till then have been paid by the Purchaser to the Sellers after deducting therefrom 20% of the agreed purchase price or losses if any incurred on sale of said premises and the cost of disposing the said premises and also all costs charges expenses fees interest on delayed installments etc. if any incurred by the Sellers whichever is more but the Sellers shall not be liable to pay to the Purchaser any interest on the amount so refunded and upon the termination the Purchaser hereby agree to forego all their right, title and interest in the said premises and in such an event the Purchaser shall also be liable to Agreement and upon expiry of Fifteen days from the date of posting of intimation of termination by Registered Post with acknowledgement due and/or Under Postal Certificate on the address mentioned herein by the Sellers to the Purchaser, the Sellers shall be at liberty to dispose off and sell the premises to such person and at such price as the Sellers may in their absolute discretion think fit. However, the rights given under this Clause to the Sellers shall be without prejudice to any other rights, remedies and claims whatsoever available to the Sellers against the Purchaser under this Agreement and/or otherwise. The said refund to the Purchaser will be paid by the Sellers out of sale proceeds received by the Sellers from the new Purchaser.



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- 8. Without prejudice to the obligation undertaken by Sellers under these presents, the Sellers may sell, transfer or assign all their rights, title and interest in the said entire property including said property in Partnership or Joint Venture basis with other Developers or Firms or individual if they think it necessary or advisable in their sole discretion.

Possession date; refund with simple interest @ 9% p.a. in case of failure to give possession by stipulated date.

9. Subject to what is mentioned herein and subject to provisions for force majeure and vis majeure and subject to any circumstances beyond the control of the Sellers, the Sellers shall give possession of the premises to the Purchaser on or before the 31st day of December 2016 with a further Grace period of six months. If the possession is not given by this extended date than in such event the Purchaser will only be liable to call for a refund of the entire amount paid till then along with simple interest at 9% per annum from the date the payments were received till the date of the refund along with liquidated damages of Rs. 25,000/- (Rupees Twenty Five thousand only). If the Sellers fail or neglect to give possession of the premises to the Purchaser other than on account of reasons beyond their control and/or their agents then the Sellers shall be liable on demand to refund to the Purchaser the amount already received by them in respect of the said premises with simple interest at 9% per annum from the date the Sellers received the sum till the date the amounts and interest thereon are offered to be repaid. The Sellers shall also pay a sum of Rs.25,000/- as agreed liquidated damages to the Purchaser in respect of such termination. The Sellers shall be liable to refund such amounts and pay interest thereon only if the Purchaser have observed and performed all terms and conditions of this Agreement and made payment of all amounts payable by them on their respective due dates. If as a result of any legislative order or regulation or direction of the Government or Public authorities, the Sellers are unable to complete the aforesaid Building and / or give possession of the said premises to the Purchaser, the only responsibility and liability of the Sellers will be to pay over to the Purchaser such amount (attributable to the said premises) that may have been received by the Sellers without any interest within such time and in such manner as they be decided by the Sellers and save as aforesaid neither party shall have any right or claim against the other under or in relation to this agreement or otherwise however. Till the entire amount and interest thereon is offered for refund by the Sellers to the Purchaser there shall be a charge on the said premises to the extent of amounts due to the Purchaser. However, after receipt of such notice for refund from the Purchaser and offer of repayment by the Sellers to the Purchaser, the Sellers shall be at liberty to sell and dispose off the said premises to whomsoever they may think fit and proper at their sole & unfettered discretion.

Provided that the Sellers shall be entitled to reasonable extension of time of giving possession of the premises on the aforesaid date for the completion of building in which the premises is to be situated is delayed on account of reasons beyond their control and or their agents including:

- (i) Non-availability, delay in supply or sudden inflation in rates of steel, cement, other building materials, water or electric supply/connection or drainage/sewerage connection,
- (ii) War or like situation, civil commotion, strikes, riots, accident or any act of God or by reason of any national or international happenings or events and the resultant repercussions or its effect thereof directly or indirectly to the date of offer of possession.
- (iii) Any notice, rule, regulation, Order, notification and/or delayed permission or directive of the Government and/or other local,

private, public or competent authority or any Court of law or tribunal or any quasi-judicial body or authority or Arbitrator etc.

- iv) Force majeure circumstances or conditions, or happenings or events or other causes beyond the control of or unforeseen by the Sellers or their agents, including strike or other agitation by the workers, employees or labourers of the Sellers or the contractors or suppliers; and/or
- v) Delay in issue of the Occupation Certificate and/or any other certificates and/or grant of any permission, sanction, approval and/or order, as may be required in respect of the said building, by the SRA or any other concerned authority.
- vi) any Suit, Petition or Application which may be filed by or against the Sellers or the said Project or concerning the Policy of the Government or Planning Authority or Local Body or any other Statutory Authority and which has effect of delaying the progress of construction and completion of the said Building then the period taken by such Suit, Petition or Application or any Order or Orders which may be passed in such proceedings shall be excluded from the total period within which the Sellers are required to construct and complete the construction of the Building and hand over the said Flat to the Purchaser as stated in this Agreement.

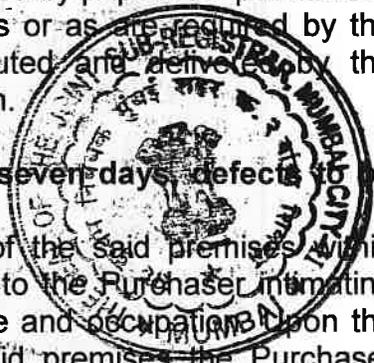
Possession after full payment and signing of documents:

- 10. The Sellers shall deliver the possession as aforesaid provided all the amounts due under this Agreement and otherwise at law are paid by the Purchaser to the Sellers and all necessary papers for possession as are to be given to various authorities or as are required by the Sellers are duly filled in signed executed and delivered by the Purchaser on or before taking possession.

Purchaser to take possession within seven days, defects to be rectified by sellers :

- 11. The Purchaser shall take possession of the said premises within seven days of the Sellers giving notice to the Purchaser intimating that the said premises are ready for use and occupation upon the Purchaser taking possession of the said premises the Purchaser shall have no claim against the Sellers as regards to the quality and quantity of building materials used for construction of the said premises of the building in which the said premises are located or also the nature of construction or location or the design or specifications of the said premises or the materials used in construction of the said building or the said premises.

Provided that if within a period of three years from the date of handing over the premises to the Purchaser, or from the 8th day of date of Sellers giving notice to the Purchaser intimating that the premises is ready for possession whichever is earlier, the Purchaser bring to the notice of the Sellers any defect in the premises or the building in which the premises are situated or the material used therein then wherever possible such defects shall be rectified by the Sellers at their own cost and in case it is not possible to rectify such defect then the Purchaser shall be entitled to receive from the Sellers reasonable compensation for such defect. Provided that the Sellers shall not be held responsible or called to pay compensation or damages in respect of any damage



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caused to the said premises or the building in which the said premises are situated by the natural calamity or by act of God or use of or alteration made in the said premises by the Purchaser and/or building or normal wear and tear or for the reasons beyond control of the Sellers.

Purchaser to check up all fixtures and fittings before taking possession:

12. The Purchaser shall check up all the fixtures and fittings in the said premises before taking possession of the same. Thereafter, the Purchaser shall have no claim against the Sellers in respect of any item of work in the said premises or in the said building or on the said Property which may be alleged not to have been carried out and/or completed and /or being not in accordance with the plans specification and/or this Agreement and/or otherwise howsoever in relation thereto.

Purchaser has taken inspection:

13. The Purchaser hereby declares that before execution of this Agreement, the Sellers have made full and complete disclosure and the Purchaser has taken full, free & complete inspection of particulars and disclosure of the following:-
- a) nature of Sellers title to the said property described in the First Schedule hereunder written and all encumbrances, if any, thereto, along with all relevant documents.
 - b) all plans and specifications duly approved and sanctioned by the Slum Rehabilitation Authority in respect of the building to be built upon the said property.
 - c) nature and particulars of fixtures, fittings and amenities to be provided in the building to be constructed on the said property.
 - d) all particulars of design and materials to be used in construction of the building on the said property.
 - e) the nature of organization of persons to be constituted and to which the title is to be passed being either a co-operative housing society governed by the provisions of the Maharashtra Co-Operative Societies Act, 1960 or a limited Company governed by the provisions of the Companies Act, 1956 or an Association of Apartment owners to be governed by the provisions of the Maharashtra Apartments Ownership Act, 1970.
 - f) the various amounts that are to be paid inter alia towards the ground rent, revenue assessment, municipal and other taxes and water and electricity charges, including water deposit and electricity deposits as are for the time being in force.

14. The Purchaser has entered into this Agreement with the notice of the terms & conditions of the said hereinabove recited Agreement for Development of the said property between the said Society and the Sellers and subject to the terms & conditions imposed or that may be imposed hereafter by the Slum Rehabilitation Authority and other authorities concerned and also subject to the Sellers unfettered right

to make the necessary amendments, modifications, variations and / or changes in the sanctioned building plans or the materials and other specifications.

- 15. The Purchaser hereby declares that after reading and having understood the contents of the aforesaid documents and all the disclosures made by the Sellers as aforesaid and after verifying the records, the Purchaser has with full knowledge thereof entered into this Agreement and the Purchaser hereby agrees not to raise any objection in respect thereof.

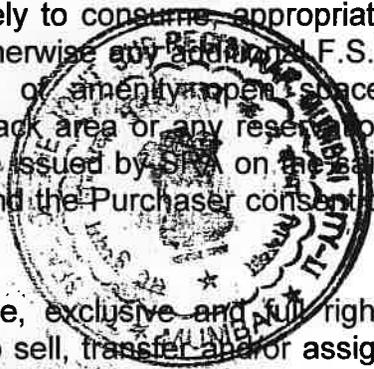
F.S.I. :

- 16. The Sellers hereby declare that the Floor Space Index available for Free Sale in respect of portion of the said entire property shall be entirely utilized in the said building i.e. Minerva only. In case the said floor space index has been utilized by the Sellers elsewhere, then the Sellers shall furnish to the Purchaser all the detailed particulars in respect of such utilization of the said floor space index by them. In case while developing the said building on the said property described in the Second Schedule hereunder written, the Sellers have utilised any floor space index of any other land or property by way of floating floor space index, or Transferable Development Rights / FSI then the particulars of such floor space index shall be disclosed by the Sellers to the Purchaser. The residual F.A.R. (FSI) in the plot or the layout not consumed will be available to the Sellers till the transfer of the said property and completion of project.

- (a) The Sellers will be entitled exclusively to consume, appropriate and utilize on the said building or otherwise any additional F.S.I. that may be granted on account of amenity, open space, additional Recreation Ground, set back area or any reservation or as per any revised LOI as may be issued by SDA on the said entire property and/or said Project and the Purchaser consent to the same without any objection.

- (b) The Sellers shall have the absolute, exclusive and full right, authority and unfettered discretion to sell, transfer and/or assign all or any of such FSI, FAR, DR and TDR originating from or arising out of the said entire property or any part/s thereof or the said project to or in favour of any person/s whatsoever, for such consideration and on such terms, conditions and provisions as may be desired and deemed fit by the Sellers in their sole and unfettered discretion and as may be permitted by law;

- (c) The Sellers shall have the absolute, exclusive and full right, authority to acquire Certificate/s of Development Rights in respect of land and/or properties and make additional construction on the said Property and/or the said building by utilising such development rights. The Sellers shall, at all times hereafter including before or after execution and registration of the Agreement for Sale have unfettered and unrestricted right to avail of the FSI, FAR, DR and TDR as may be permissible and to obtain the award thereof in the form of FSI, FAR, DR and TDR as permitted under the Development Control Regulations and other prevalent rules, regulations or laws and to utilise such FSI,



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FAR, DR and TDR in any portion of the said land including by raising additional storey/s on the said building;

(d) The entire construction effected by the Sellers by utilising and consuming the FSI, FAR, DR and TDR as aforesaid, shall be the absolute property of and exclusively belong to the Sellers who shall have the right and be entitled to sell, transfer and/or dispose of the same in any manner whatsoever, to any person/s whomsoever, for such consideration and on such terms, conditions and provisions as the Sellers may desire and deem fit and proper in their sole and unfettered discretion.

(e) The Sellers have the absolute, irrevocable and unconditional right and entitlement to and they may in their sole, absolute and unfettered discretion effect and/or cause to be effected any extra and additional construction whatsoever on and in respect of the said entire property including, but not limited to, constructing additional level/s or extensions on and/or wing/s and/or other extension/s to all or any of the building/s in the entire property including the said building and/or construct additional and/or other building/s and/or other structure/s on the said property by utilising the FSI, FAR, DR and TDR of the said entire property and/or the contiguous, adjacent or adjoining lands or properties at any time, including after the formation and registration of the Corporate Body/s and the Apex Body and after execution and registration of the Lease/Conveyance, whenever the same is permitted to be constructed by the SRA and other concerned authorities. Such extra and additional construction is hereinafter referred to as "the additional construction" and the same shall form an integral part of the said building and therefore, Purchaser, transferees and occupants thereof shall be entitled to the use, enjoyment and benefit of all the common areas, amenities, facilities, conveniences and utilities therein and/or thereof. The Purchaser hereby agree that the additional construction and every part thereof shall be the sole, absolute and exclusive property of the Sellers, who shall have the right and be entitled to sell, transfer and/or otherwise deal with and dispose of the same in any manner, to any person/s, for such consideration and on such terms, conditions and provisions as they may desire and deem fit in their sole and unfettered discretion and that the entire consideration and income received and/or derived by the Sellers in respect thereof shall be the absolute property of and belong to and be appropriated solely by the Sellers, who shall not be liable to or called upon to disclose or render any accounts in respect thereof to the Purchaser hereinafter the Corporate Body/s and/or the Apex Body.

(f) The Purchaser, transferees and allottees of flats, premises, units, shops and areas in the additional construction and/or part/s thereof, if the Sellers so desire and deem fit in their sole and unfettered discretion shall be admitted as and made members of the Corporate Body/s and/or the Apex Body, as the case may be, with the same rights, benefits and interests and subject to the same conditions, duties, liabilities and obligations as the Purchaser.

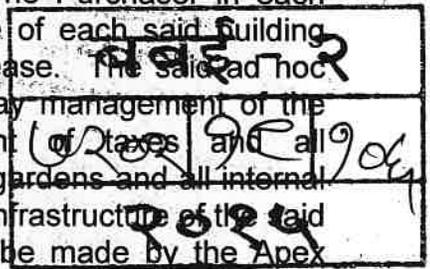
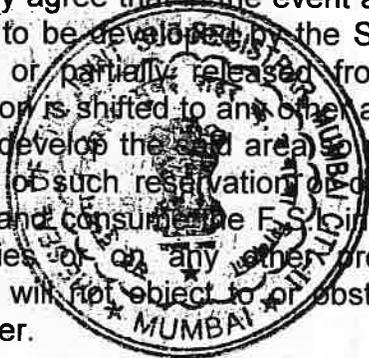
(g) The Purchaser expressly recognize, confirm, agree and consent to the Sellers rights, benefit and interests as aforesaid and to

what is mentioned hereinabove in this clause and the Purchaser, the Corporate Body/s and/or the Apex Body shall not raise any objection or dispute in respect thereof.

- (h) Notwithstanding anything inconsistent or to the contrary contained herein, it is specifically agreed between the parties hereto and the Purchaser is aware that the Sellers will be entitled to and shall have an absolute right to construct new or additional structures or any addition or alterations to the constructed / existing building for the time being on the said property including on the said portion of the property interalia for utilising thereon any additional Floor Space Index (FSI) which is or which may hereafter become available to the Sellers including on account of the Sellers acquiring Transferable Development Rights (hereinafter referred to as "TDR") or as a result or change of any present rules & regulations or to which the Sellers shall or may hereafter become entitled in respect of any other properties under the Development Control Regulations of B.M.C. for the time being in force. The Sellers shall also be entitled from time to time, to make additions or alterations or variations or modification in the said layout of the said property including the said portion of property in order to utilise or avail the said F.S.I. which may be available as mentioned herein.

- (i) The Sellers have further informed the Purchaser and the Purchaser is aware and hereby agree that in the event any area of the said properties agreed to be developed by the Sellers is under reservation, is wholly or partially released from such reservation or if such reservation is shifted to any other area, the Sellers will be fully entitled to develop the said area released or made available on shifting of such reservation or otherwise and also be entitled to utilise and consume the F.S.I. in respect thereof on the said properties or on any other property / properties and the Purchaser will not object or obstruct the same in any manner whatsoever.

- (j) The Sellers have informed the Purchaser that since this will be a layout of many buildings the S.R.A / BMC may execute one or several lease deeds / sub lease as the case may be. However, if it is not permissible or feasible to give buildingwise lease, then at the sole discretion of the Sellers, lease shall be executed of the entire property in favour of the Apex Body. However, each building shall have separate Society. The Purchaser in each building shall form an ad-hoc committee of each said building pending execution of lease-deed / sub-lease. The said ad hoc Committee shall look after the day to day management of the respective buildings including payment of taxes and all outgoings. However, the internal roads, gardens and all internal common amenities and facilities and the infrastructure of the said lay outs and maintenance thereof shall be made by the Apex Body / Society. It is further made clear that each Committee of the said buildings shall atleast have one Office bearer of the said Apex Body / Society and Apex Body / Society will elect their own Managing Committee in accordance with the provisions of the Maharashtra Co-operative Societies Act. It is agreed that all the expenses that may be required to be incurred for the purpose of the maintenance of common amenities like internal roads, and



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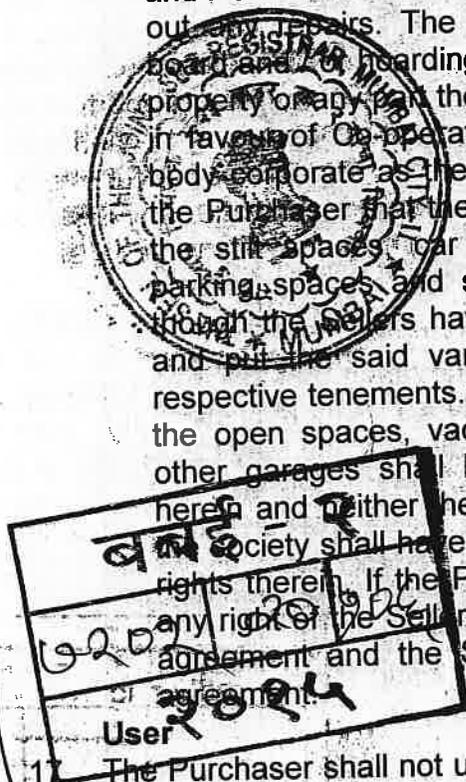
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common amenities and facilities shall be borne and paid by the Purchaser of the said buildings in accordance with the directions that may be given from time to time by the Managing Committee of the Apex Body / Society.

(k) The Purchaser hereby agrees and gives his irrevocable consent that the Sellers shall have a right to make additions, amendments and alterations in the Building plans and / or to the said Buildings or any part thereof for any user or to change the user (excluding the said premises) including raising of additional storeys or structures on the land or open part or parts of the said building including the terrace, at any time either before or after transfer of the property and such right shall include this right to use the F.S.I. or the additional F.S.I. which may be available in respect of the said property or other lands at any time in future or to make such amendments / alterations in the sanctioned plans as may be permitted by the Slum Rehabilitation Authority or the other authorities and such additional structures or storeys or units shall be the sole property of the Sellers who shall be entitled to deal with or dispose of the same.

(l) The Purchaser shall not be allowed to make use of the terrace and parapet walls of the terrace which will be the exclusive property of the Sellers and the Sellers shall have the exclusive use of the said terrace and the parapet walls when the property is transferred to the Co-operative society subject to access thereto to the said Society to attend any leakage from the terrace and / or to the water tanks on the said terrace and / or to carry out any repairs. The Sellers shall also be entitled to display board and / or boarding on the parapet walls / terrace of the said property or any part thereof even if the said property is conveyed in favour of Co-operative Society or Association of persons or body corporate as the case may be. It is specifically agreed by the Purchaser that the Sellers shall be exclusively entitled to all the stilt spaces, car parking spaces, open ground garages, parking spaces and shall have exclusive rights therein, even though the Sellers have sold various flats to various Purchaser and put the said various Purchaser into possession of their respective tenements. If the Sellers have any unsold units or all the open spaces, vacant spaces, the stilt car parking and all other garages shall be the exclusive property of the Sellers hereon and neither the Purchaser nor any body of Purchaser or Society shall have any claim or shall be entitled to claim any rights therein. If the Purchaser or the body of Purchaser claims any right of the Sellers, the same shall amount to breach of this agreement and the Sellers shall be entitled to terminate this agreement.

17. The Purchaser shall not use the said flat for any purpose, other than for which they are given by the Sellers that is to say only for residential purpose. The parking space in the limited common areas will be for parking only light motor vehicles and not for Lorry, tempo, Public Transport Vehicle etc. The other premises will be for commercial purposes as may be permitted by authorities and the Purchaser shall not do anything which shall be a cause or a source of nuisance or annoyance to the Sellers or any other persons of the said Organization and the other occupiers of the building in which the



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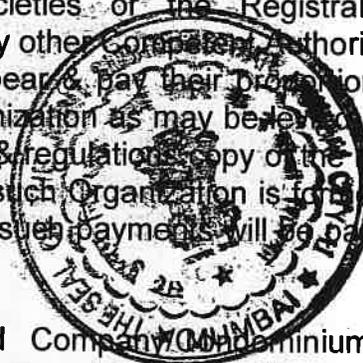
said premises are situated or to any one in its vicinity or neighbourhood.

Formation of Organization

18. The Purchaser along with other Purchaser of flats in the building shall compulsorily join in forming and registering the society or a Limited Company or Condominium of Apartments Owners or such other Organization under the Maharashtra Apartments Ownership Act, 1970 (herein referred to as "the said Organization") as the Sellers may in their absolute discretion decide or determine. The name of the said Organization that may be formed shall always contain the word "Lokhandwala Minerva" or by such name as the Seller may decide and for this purpose and the same shall not be changed without the previous permission in writing of the Sellers. The Purchaser shall from time to time sign and execute the application for registration and / or membership and other papers and documents necessary for the formation and the registration of the society or Limited Company or Condominium of Apartments and for becoming a member of the said Society or Ltd. Company or Condominium of Apartments, including the bye-laws of the proposed society and duly fill in, sign and return to the Sellers within 7 days of the same all such documents as forwarded by the Sellers to the Purchaser, so as to enable the Sellers to register the organization of the Purchaser. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-Operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

a) The Purchaser herein shall also bear & pay their proportionate contribution/charges to such Organization as may be levied by it from time to time & abide by rules & regulations (Annexure 'G') until such Organization is formed & management is handed over to it, such payments will be paid to the Sellers.

b) The Co-operative Society/Limited Company/Condominium of Apartments/Organization that may be formed of the Purchaser/holders of units and other premises in the said Building shall not issue Share Certificate to any purchaser/member without obtaining the No Objection Certificate from the Sellers certifying that the Sellers have no outstanding/dues pending on any account to be received from the purchaser/member and remaining unpaid. If the said Co-operative Society/Limited Company/Organization issues Share Certificate to any purchaser/member without abiding by the aforesaid condition, the said Co-operative Society/Limited Company Organization shall be responsible and liable to pay such amounts due and payable, if any, by such purchaser/member to the Sellers.



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Purchaser bound by majority:

19. This Agreement is part of the scheme for formation registration and incorporation of a Society or Limited Company or Condominium of Apartment or an Association of Apartment Owners or other body corporate that may be formed and it is agreed by the Purchaser that they shall be bound by the decision of the majority of the buyers to

whom the Sellers shall sell the other premises in the said building in all matters in relation to or arising under or out of this agreement or in relation to or concerning the management administration and affairs of the said Property and the building to be constructed thereon and the said Organization that may be formed.

Sellers right to sell after registration of organization:

20. In the event of the said Organization being formed or registered and the Purchaser being admitted as a Member of the said Organization before the sale of all the premises in the said building the power and authorities of the said Organization formed and registered comprising of the Purchaser and other buyers of the other premises in the said building shall be subject to the overall control of the Sellers in respect of any of the matters concerning the said building, the construction and completion thereof and all amenities appertaining to the same and in particular the Sellers shall have absolute authority and control regarding the disposal of the unsold premises and/or the premises of which the agreements are cancelled at any stage for some reason or the other and all new buyers of such premises shall be admitted as members of the said Organization without payment of any donation or transfer fees or charges or other sums of money by whatever name called and without any reservation or condition whatsoever and the Purchaser do hereby give consent to admit such buyers as the members of such Organization as aforesaid without raising any objection whatsoever.

Sellers right to become members

21. The Sellers shall become member of the said Organization in respect of their right and benefits conferred/reserved herein or otherwise entitled to in whatsoever manner. If the Sellers transfer assign and dispose of such rights and benefits at any time to anybody the assignee transferee and/or the buyers thereof shall become the members of the said Organization in respect of the said right and benefits. The Purchaser herein and the said Organization will not have any objection to admit such assignees or transferees as members of the said Organization and the Purchaser do hereby give their specific consent to them being admitted.

Conveyance / Lease

- 21.1 The Sellers shall transfer the said Building "Minerva" and cause lease for period of 30 years in respect of the said property executed in favour of the said Organization as hereinafter appearing after all the premises in the said building "MINERVA" are sold by the Sellers and full consideration and all amounts receivable by the Sellers from the Purchaser of Premises in the said Building "Minerva" are received by the Sellers.

- 21.2 The Sellers shall in accordance with the Rules and Regulations of Slum Rehabilitation Authority cause to be transferred to the said Organization the said property described in the Second Schedule hereunder written together with the building/s by obtaining necessary lease, sub-lease in favour of such society or Limited Company or Condominium of Apartments from the concerned Authorities. It is clarified that even upon execution of the said Lease / Sub lease in favour of the society or limited company, the rights reserved to the Sellers under this agreement shall continue to vest in the Sellers and that necessary covenant protecting such rights of the Sellers shall be

incorporated in the Deed of lease / sub lease that may be executed in favour of the society of Purchaser.

Covenants of Seller

22. The Sellers hereby declare that:

- (a) The Building/s shall be constructed in accordance with the plans and specifications approved and sanctioned by the Slum Rehabilitation Authority and all other concerned authorities;
- (b) The Sellers shall form a Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act 1960, comprising of all the Purchaser or a private limited company governed by the provisions of the Companies Act, 1956 or Condominium of Apartments Owners to be governed by the provisions of the Maharashtra Apartments Ownership Act, 1970;
- (c) That the common areas and facilities (if any) shall be as set out in the Third Schedule hereto;
- (d) That the limited common areas and facilities (if any) shall be as set out in the Fourth Schedule hereto;

Covenants of Purchaser

23. The Purchaser for themselves with intention to bind all persons into whosoever hands the said premises may come or be used or occupied do hereby covenant with the Sellers as follows:

To maintain the said premises in good order & condition

- a) To maintain the said premises at the Purchaser own cost and expenses in good tenable repair and condition from the date of possession of the said premises is taken or offered whichever is earlier and shall not without prior written permission of the Sellers do or suffer to be done anything in or to the building in which the said premises are situated or to the staircase or any passage which may be against the rules regulations or bye-laws of concerned local or any other authority or change/alter or make addition in or to the building in which the said premises are situated and/or the said premises itself or any part thereof.

Internal repairs by purchaser :

- b) To carry out at their own cost all internal repairs to the said premises and maintain the said premises in the same conditions, state and order in which it was delivered by the Sellers to the Purchaser and they shall not do or suffer to be done anything in or to the building in which the said premises are situated or in or to the said premises itself which may be contrary to or prohibited by the rules and regulations and bye-laws of the concerned local authority or other public authority and in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority as also to the said Owners, Sellers and the said Organization which may be formed.

Alteration after possession at purchaser cost :



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- c) After the possession of the said premises is handed over to the Purchaser or commencing a week after the due date of last payment whichever is earlier if any additions, alterations or modifications in or about or relating to the building wherein the said premises are situate are thereafter required to be carried out by the Municipal Corporation or under the instructions or directions of any local authority or body or any other statutory authority the same shall be carried out by the Purchaser along with the buyers of the other premises in the building wherein the said premises are situate at their own costs and the Sellers shall not in any manner be liable to or responsible for the same.

Purchaser not to make alteration and keep premises in tenantable repairs and conditions :

- d) Not to demolish or cause to be demolished the premises or any part thereof nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said premises or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the premises are situated and shall keep the portion of sewers, drain and water pipes in the said premises and appurtenances thereto in good tenantable repairs and condition and in particular so as to support shelter and protect the other parts of the building in which the said premises are situated and shall not chisel or in any other manner cause damage to columns, beams., walls, slab or R.C.C. Partis or other structural members in the said premises without the prior written permission of the Sellers.

Not do act which may render void or voidable any insurance :

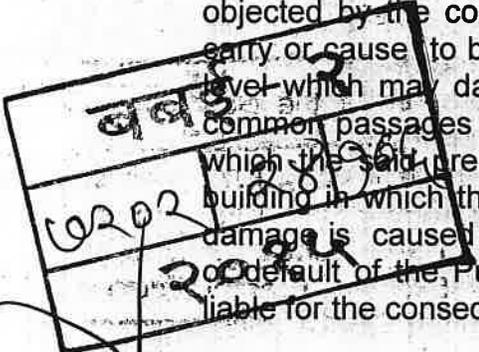
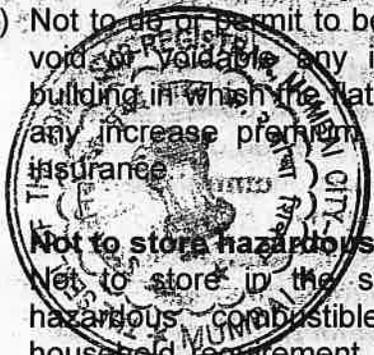
- e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.

Not to store hazardous combustible goods :

- f) Not to store in the said premises any goods which are of hazardous combustible or dangerous nature (except normal household requirement like Gas Cylinder & Kerosene) or are so heavy as to damage the construction or structure of the building in which the said premises are situated or storing of which is objected by the concerned local or other authority and shall not carry or cause to be carried heavy packages to mezzanine/upper level which may damage or are likely to damage the staircases common passages or any other structure or part of the building in which the said premises are situated including entrances of the building in which the said premises are situated and in case any damage is caused to the said premises on account of negligence or default of the Purchaser in this behalf the Purchaser shall be liable for the consequences of the breach.

Not to throw rubbish etc. :

- g) Not to throw dirt rubbish rags garbage or other refuse or permit the same to be thrown from the said premises in the compound or any portion of the said Plot of Land and the building in which the said premises are situated but to collect it in bags or dust bin & hand it over to the sweeper who will come for collection or put it at places



provided for it in the building or compound. The Purchaser will segregate wet garbage & dry garbage & collect them in separate bags & hand them over each separately and observe Municipal rules and regulations in that behalf without fail.

To bear increases on account of change of user penalty/premium :

- h) To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the premises by the Purchaser and also pay any penalty, premium or other sums of money demanded.

Purchaser not to assign sub-let part with possession etc. :

- i) The Purchaser shall not be entitled to let, sub-let, give on leave and licence, caretaker, paying guest or tenancy basis, sell, convey, transfer, assign, mortgage, charge or in any manner encumber or deal with or dispose off the premises or part with their right, title, interest or benefit of this Agreement or part with the possession of the premises or any part thereof until all the payments whether due or not but payable by the Purchaser to the Sellers under this Agreement or otherwise under any law are fully paid up and only if the Purchaser have not been guilty of breach of or non-observance of any of the terms and conditions of this Agreement and until the Purchaser have intimated in writing to the Sellers and the Sellers have given their prior consent in writing and also on intending Transferees undertaking to observe perform and carry out the terms and conditions as may be imposed in that behalf and the costs and expenses of such agreement will be paid by the Purchaser.

Appointment of Project Management Company

- j) It is agreed between the Sellers and the Purchaser that Sellers will be entitled to appoint any Project Management Company for the purpose of providing all the services such as house keeping, maintenance of the said Building "Minerva" and its surroundings including managing parking, airconditioning and all other services by outsourcing the same as the Project Management Company may desire or deem fit. (hereinafter referred to as "PMC"). The Purchaser further agrees and confirms that he/she/they has/have no objection to the PMC being either arms length Company or Organization or PMC being Group Company of the Sellers or Company in which Sellers have any interest either as Shareholders or Directors or in management of such PMC. It is agreed between the Sellers and the Purchaser that PMC will be entitled to charge the Common Area Maintenance charges on the basis of actual costs for the services + 15% as service charges per Sq. Ft. (Chargeable area). It is agreed between the parties that for the purpose of maintaining the level of service and consistency of services in the said Building "Minerva" it is necessary to keep PMC and entered into long term contract with the PMC which will not be challenged or disputed or objected to either by the Purchaser or the Organization of Purchaser of premises in the said Building "Minerva". The Purchaser hereby agrees and undertakes to consent to and confirm (if necessary and if demanded by the Sellers) the appointment of PMC and



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Contract entered into between the Sellers and the PMC for maintenance of the said Building "Minerva" without any delay or default.

Purchaser to observe rules regulations, bye-laws etc. :

- k) The Purchaser shall observe and perform all the rules and regulations which the said Organization may adopt at its inception and the additions alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules regulations and bye-laws for the time being of the concerned local authority and of Government and other Public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the said Organization regarding the occupation and use of the premises in the building and shall pay and contribute regularly and punctually towards the taxes expenses or other outgoings in accordance with terms of this Agreement. The Purchaser shall attend to, answer and be responsible for all action and or violation by it of any of the terms and conditions or covenants or sale or bye-laws and shall keep the Sellers indemnified against any breach thereof by the Purchaser.

Purchaser to use flat for Residential only :

The flat is intended and shall be used for residential purposes only and the Purchaser undertakes that the said premises shall not be used by the Purchaser for any other purposes whatsoever.

Sellers right to enter and inspect :

The Purchaser shall always permit the Sellers and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Property and the said building and the said premises or any part thereof to view and examine the state and condition thereof as also for making, maintaining, repairing, improving, replacing, rebuilding, cleaning, lighting and keeping in order facilities and also services drains pipes, cables, water connections, electric connection wires, gas connections & pipes structures and other conveniences belonging to or serving or used for the said premises or the building in which the said premises are located and for the purpose of laying down maintaining repairing and testing drainage lines water pipes and electric wires and for similar other purpose.

**Rules and Regulation until the organization is formed:
(Annexure 'G')**

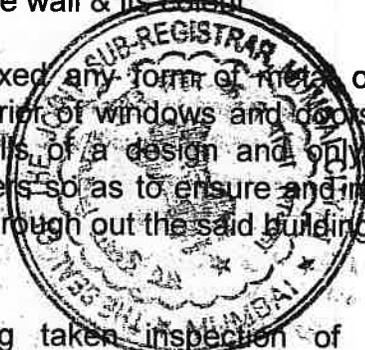
The Purchaser agrees to abide by the Rules & Regulations mentioned by the Sellers in Annexure 'G' until such period as the Co-Operative Housing Society and or the said organization of the Purchaser is formed and they adopt their rules & regulations.

Provision regarding air conditioner, painting, display board, hanging clothes, grills etc :

- (i) To install air-conditioner/s only in the space/s provided in the said Flat for the same. If the Purchaser desire to install air-conditioner/s of a type which or any part, unit or component of

which will protrude/project substantially outside the said Premises, or be required to be affixed/installed outside the said premises, then the Purchaser shall install/affix the same only after obtaining the Sellers Organization (when formed) prior written permission to do so and shall strictly observe and comply with all the terms and conditions, if any, which may be imposed by the Sellers, in respect of the same.

- (ii) Not to do or carry out any painting, decoration or other work to the exterior of or outside the said premises, without the prior written permission of the Sellers/Organization when formed.
- (iii) Not to affix/install any sign, name or display boards, or any hoardings or neon lights in or about the said building and/or in any part of the said complex, without the prior written permission of the Sellers, the Organization apex or federal Organization when formed.
- (iv) Not to hang clothes, garments or any other thing for drying or for any other purpose from the windows, balcony/balconies or terrace/s of or appurtenant to the said Premises or on any side of the building or above the parapet or railing level within the said premises. Not to put any plants/pots/flower pots or some other such things which require watering & to be maintained. The idea in prohibiting the above is that the water seepages through pots etc. and spoils the wall & its colour
- (v) Not to fix or permit to be fixed any form of metal or other grill/box type grill on the exterior of windows and doors in the said premises other than grills of a design and only at the position specified by the Sellers so as to ensure and maintain uniformity of design/exterior through out the said building.



Declaration of Purchaser

The Purchaser admits having taken inspection of all the documents required to be given by the Sellers and hereby agrees and confirms that the Sellers shall have irrevocable rights for the purposes set out hereinbelow and the Sellers shall be entitled to exercise the same as if the Purchaser had given the prior written consent to the Sellers as required under the said Act and with a view to remove any doubts the Purchaser hereby confers upon the Sellers the right and authority for the purposes set out hereinbelow:

- i. Without modifying the plan of the said premises the Sellers shall be entitled to amend, modify and vary the layout plans / building plans and/or sub division plan and also the specifications in respect thereof.
- ii. The Sellers shall be entitled to consume T.D.R. available from any sources on the said property and shall for the purpose be entitled to amend, alter or modify the sanctioned plans. However, the Sellers shall not modify or alter the plan of the flat agreed to be purchased by the Purchaser.
- iii. The Sellers shall be entitled to consume such F.S.I. as may be available in respect of the said property or any part thereof or otherwise on the said property at present or in

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future and for the purposes of consuming such balance and / or additional F.S.I. to construct extensions and/or additional levels as the Sellers may think fit and proper.

- iv. The Purchaser and / or the Society or Association of the Purchaser of all the units shall not raise any objection on any ground as to the Sellers' rights, reserved hereunder.
- v. The Sellers shall be entitled to consume such balance and / or additional F.S.I. by constructing tenements and to sell such tenements for such permissible user as the Sellers may think fit and proper to any person or persons for such consideration as the Sellers may in their absolute discretion deem fit and proper.
- vi. The Structure, which may be put up for consuming the balance and/or additional F.S.I. in place of the available F.S.I. by demolition of the existing structure or otherwise shall always be deemed to be a part of the existing structure as if the said plans were seen and approved by the Purchaser even though such plans may be sanctioned in future.
- vii. The Sellers shall also be entitled to consume additional F.S.I. and / or balance available under D.C. Rules or by any special concession being granted by the Slum Rehabilitation Authority or any other authorities including the F.S.I. available in lieu of the road widening, set back, reservation etc.

viii. The Purchaser and all the other Purchaser of the flats in the said building shall not have any right, title, claim or interest in respect of the F.S.I. as stated above, open spaces, parking spaces, common areas, terrace, parapet walls, inclusive of the garden area and that the rights of the Purchaser is confined only to the flat agreed to be sold.

Irrespective of the possession of the flats being given to the Purchaser and / or the Management being given to the ad-hoc committee of the Purchaser the rights under this clause and / or under this agreement reserved for the Sellers for exploiting the potentiality of the property described in the First Schedule hereunder written shall be subsisting and shall continue to vest in the Sellers till the lease / sub lease is executed and the Sellers shall be entitled to cause the concerned authority to execute or procure the Deed of lease / sub lease reserving such rights in the said property in favour of the Sellers as may be outstanding at the time of execution of such document.

Payment at the time of possession

24. The Purchaser hereby agrees to pay on or before delivery of possession of the said premises to the Sellers the following amounts:

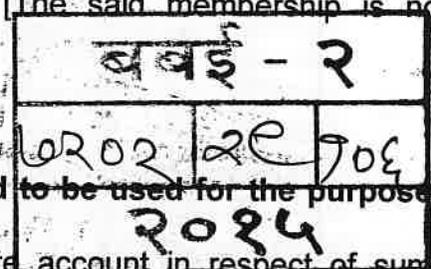
Sr.	Amount	Particular
(i)	Rs.5,00,000/-	Legal / Statutory Charges (One time) (non-refundable) to A/c. Lokhandwala Kataria

Construction Pvt. Ltd.

- (ii) Rs.351/- For share money, application money, entrance fee of the Condominium of Apartments Owners /Society or Limited Company/Association of flat Purchaser/Entity to be formed; (Additional Rs.100/- per person if no. of person's exceeds 1 and Rs.600/- in case of Shop and or Commercial Premises) to A/c. of Society.
- (iii) Rs.1,00,000/- Towards the formation and registration of the said Organization (non-refundable) to A/c. Lokhandwala Kataria Construction Pvt. Ltd.
- (iv) Rs. 15/- per Sq. Ft. per month Flat maintenance towards provisional outgoings of Municipal taxes, water bills, common electricity bills, maintenance charges and other society expenses subject to revision thereafter as per market conditions (initially for period of 12 months and further Post Dated Cheques for a further period of 12 months. . to A/c. of Society.
- (v) Rs.2,00,000/- Towards installation of electric meter, sub station, electric meter deposit, water meter deposits and other deposits paid to the various authorities. (Non-refundable) to A/c. of Lokhandwala Kataria Construction Pvt. Ltd.
- (vi) Rs. 20,00,000/- Non Refundable Charges to A/c. Lokhandwala Kataria Construction Pvt. Ltd. for Club membership (one time) per premises. The Club will belong exclusively to the Sellers and/or their nominees and it will not be Members Club. Monthly / Annual Club maintenance and usage charges will be paid separately. [The said membership is non transferable].

Separate account for sums received to be used for the purposes specified only:

25. The Sellers will maintain a separate account in respect of sums received by the Sellers from the Purchaser under above Clause 24 (ii) & (iv) as advance or deposit, sums received on account of the share capital for the formation of the said Organization or towards the outgoings and maintenance for common facilities & infrastructures of Minerva Project and shall utilise the amounts only for the purposes for which they have been received. However, the Sellers reserve their right to adjust surplus or deficit or to utilise money from any of the account to make up deficit of any other account and the Purchaser shall not object to the same. The amounts mentioned in above Clause 24 (i), (iii), (v), (vi), are non-refundable. The Purchaser will not be entitled to ask for adjustment of the deposit amounts mentioned hereinabove against the expenses



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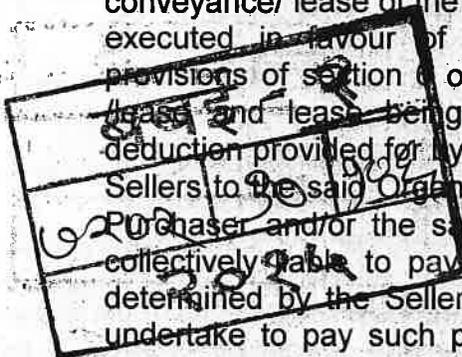
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of property taxes and outgoings. None of the above amounts are liable for any interest to be paid thereon. The Purchaser hereby agrees that they shall not be entitled to question either the quantum of such amounts nor claim any interest thereon.

**Subject to Provision for Common Area Maintenance (CAM)
Outgoings payable by the purchaser :**

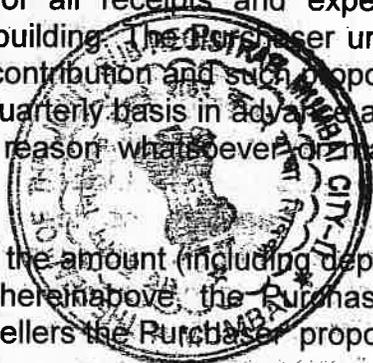
26. The Outgoings to be paid by the purchaser among other outgoings are as under:

- (a) From the date the Purchaser is allowed to occupy the said premises or commencing a week after the due date of last payment whichever is earlier the Purchaser shall irrespective of the fact as to whether they actually took possession or not, be liable to bear and pay the proportionate share (as may be determined by the Sellers in their absolute discretion) of all outgoings in respect of the said Property and the building and all common areas and facilities and amenities therein namely lease rent, local taxes, cess, dues, duties, impositions, levies, N.A. Tax, Municipal Assessment, betterment charges or such other charges or levies by the concerned local authority and/or Government, water charges (including that for supply by water tankers and/or by boring) insurances, common lights, proportionate electricity charges for the said premises if the individual electricity meters are not fitted, repairs expenses salaries of clerks, bill collectors, chowkidars, sweepers, liftmen, accounting charges and all other expenses necessary and incidental to the management and maintenance of the said property building, common amenities and limited common facilities. Until the said Organization is formed and the said building is transferred to the Purchaser shall pay to the Sellers such proportionate share of outgoings as may be determined by the Sellers. However, the Sellers at their sole discretion may hand over the management of the said building to the said Organization or if no such Organization is formed then to the association or adhoc body of the buyers of various premises. In that event the said Organization or associations or adhoc body shall have to take over the management within 30 days of receipt of notice from the Sellers to that effect. The amounts so paid by the Purchaser to the Sellers shall not carry any interest and remain with the Sellers until the conveyance/ lease of the building & lease/s of the said Property are executed in favour of the said Organization. Subject to the provisions of section 6 of the said MOF Act on such conveyance/ lease and lease being executed, the aforesaid amount (less deduction provided for by this Agreement) shall be paid over by the Sellers to the said Organization and if any shortfall arises then the Purchaser and/or the said Organization shall be individually and collectively liable to pay to the Sellers such amount as may be determined by the Sellers at their sole discretion. The Purchaser undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on or before the 5th day of each and every quarter in advance and shall not withhold the same for any reason whatsoever. The Sellers shall not be liable to issue any bills in respect of society outgoings. However, for courtesy's sake the Sellers may do so but non receipt or non issuance of same shall not entitle the Purchaser to delay the payment of outgoings.



(b) If the Purchaser do not take possession of the said premises on the same being ready for occupation and is offered for possession for whatsoever reason including on account of non-payment of balance price, the Purchaser shall nevertheless be liable to pay besides interest for the period of delay in taking possession all outgoings due in respect of the said premises.

(c) The Sellers shall maintain only a consolidated account of all the deposits collected from the buyers of various premises in the said building and of all deposits paid and expenses incurred in respect of the said Property and the said building to be constructed thereon & in respect of all premises therein and shall transfer the excess collection if any to the said Organization of the buyers of the premises on Conveyance of the said building and Lease of said Property to it. The Sellers shall not be liable to render any individual account of the amounts collected or disbursements made in respect of each separate premises and such accounting shall be done by all the buyers of the various premises amongst themselves after transfer of the building to the said Organization. In particular it is also agreed between the parties hereto that notwithstanding any excess/deficit collection from any particular buyer of the premises in respect of his/her premises, the Sellers shall not be required to make up accounts with each buyer of the premises in the said building and the Purchaser shall not make grievance or take any objection to the consolidation of all receipts and expenses in respect of premises in the said building. The Purchaser undertake to pay such provisional monthly contribution and such proportionate share of outgoings regularly on quarterly basis in advance and shall not withhold the same for any reason whatsoever or make any deductions therefrom.



(d) In case if there is deficit in any of the amount (including deposits) or on any of the heads specified hereinabove, the Purchaser shall forthwith on demand pay to the Sellers the Purchaser's proportionate share to make up such deficit.

(e) If the Purchaser fail or neglect to pay these monthly outgoings in respect of the said premises and/or their proportionate share for the Project for any reason whatsoever, without prejudice to their right to collect interest @ 18% p.a. for the delayed payment and to their other rights & remedies including right to terminate the Agreement, the Sellers shall be entitled to stop & restrict the Purchaser from using the Club-House and other recreational facilities.

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Outgoings of the project:

27. The Purchaser shall apart from paying amounts towards the monthly outgoings and other dues in respect of the said premises and the said building in which the said premises is situated shall also be liable to pay from the date when outgoings payable under Clause 25 above becomes due and payable and the proportionate dues or charges towards the maintenance & repairs of infrastructural/ common facilities and common amenities (including garden, recreation facilities, society office, servants toilets, common antenna, right of way, common lighting, drainage etc. if any provided) and the Purchaser under this agreement agree and undertake to contribute their proportionate share of maintenance and outgoings of the said

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common facilities and common amenities as may be decided by the Sellers at their sole discretion.

Sellers not to share outgoings :

28. The Sellers shall not be liable to share any of the outgoings as aforesaid in any way in respect of the unsold flats/premises.

Taxes / outgoings of the unsold flats:

29. It is further agreed by and between the parties hereto that the Sellers shall on payment of the total consideration amount put the Purchaser into vacant and peaceful possession of the said premises. It is further clarified that the Purchaser alongwith other Purchaser may be put into possession of some of the flats and if the Sellers have not sold or entered into any agreement with Purchaser of other flats and the other flats in the said buildings may be lying vacant and unsold. It is agreed by the Purchaser that neither the Purchaser nor any body of Purchaser or said Organization or the society shall claim any payment of taxes / outgoings in respect of such vacant flats which are unsold and the possession thereof is with the Sellers..

SELLERS TO HAVE RIGHT TO TERRACE, ADDITIONAL CONSTRUCTIONS, OPEN SPACES:

30. It is also understood and agreed by and between the parties hereto that:

a) The common terrace and terrace space in the said building shall always belong exclusively to the Sellers or allottees of respective terrace space and such terrace spaces are intended for the exclusive use of the Sellers or the allottees of respective terrace. The said terrace shall not be enclosed by the allottees till the permission in writing is obtained from the Sellers. The Purchaser/s does/do not have any objection and agree/s and undertake/s not to object or claim any right or interest in respect of the topmost terrace/s of the building (both wings) and/or the Seller's authority to use and/or dispose of the same in the manner the Sellers may deem fit and proper. The allotment of topmost terrace to the flat buyers/penthouse holders is ancillary to the other amenities and they will have exclusive rights to access, use and enjoy such terrace with the right to permit maintenance of the overhead water tank or lift machine room etc.

b) The Sellers shall also be entitled to develop and/or construct additional storey or storeys with or without terrace and/or open spaces attached thereto and shall be entitled to allot the exclusive use of same and/or otherwise dispose of the same at sole discretion of the Sellers. The Purchaser shall not be entitled to raise any objection of whatsoever kind or nature in respect of the use of such terrace or open space by the allottees of such terrace nor entitled to use the same. The Purchaser or allottees of such terrace shall be exclusively entitled to the use of the terraces or open space sold and/or allotted to them.

c) The Sellers shall be entitled to transfer assign dispose off let out and/or sell in any manner they deem fit or proper the terrace on the top as well as other terrace of the building for such price and on such terms and conditions as the Sellers deem fit and

receive and appropriate the rent compensation or the sale proceeds for their own use and benefit. The Purchaser shall not raise or be entitled to raise any objection whatsoever to the same.

- d) However in the event the overhead water tank or lift machine room is constructed in any of the above mentioned terraces, with the exclusive use and enjoyment of such terrace given to any party or the path of access to the overhead water tank or lift machine room is through the premises adjoining the said terrace etc. then the said Organization shall be entitled to depute its representative to go to the terrace through the said premises with which it is attached for check up and upkeep maintenance and for carrying out repairs to the overhead water tank or lift machine room at reasonable times and/or during such time as may be usually agreed upon by and between the buyers of such premises and the said Organization.

CONSENT TO CONSTRUCTION OF ADDITIONAL LEVELS AND CARRYING OUT ADDITIONS, ALTERATIONS AND MODIFICATION IN THE BUILDING "MINERVA":

31:

- (i) The Purchaser hereby agrees and confirms that he/she/they is/are aware that the Sellers are constructing the proposed building comprising of 2 basement + about 10-level Car Parking/Podium + about 65 habitable levels in the proposed Building "Minerva" which comprises of Wing "A" and Wing "A-1".
- (ii) The Purchaser hereby gives his/her/their irrevocable consent to the Sellers constructing any additional level or levels whether Duplex or Triplex or quadruplex with terrace attached or otherwise over and above the said Building of about 65 habitable levels and aggregate 75 levels in case of Flat on the one level only with changes or additions or alterations as the Sellers may desire or deem fit and also carry out changes or modifications in the 10 Car Parking/ Podium levels and Podiums and ground level and construct any additional structure or structures on the said property including any Annexe Structure and to make any changes in the elevational features of the said Building "Minerva" including having any projections in the said Building "Minerva" as the Sellers may desire or deem fit without any further or other consent or concurrence or approval of the Purchaser or any Organization of Purchaser of which the Purchaser may or will become Member including any Co-operative Society, Limited Company or Condominium of Apartments as the case may be and the Purchaser hereby irrevocably repeats and confirms the consent given voluntarily, freely and with full information and knowledge regards the additions, alterations and changes as set out hereinabove.

- (iii) The Purchaser hereby gives his / her / their irrevocable consent to the Sellers representing the Purchaser before the Slum Redevelopment Authority and/or Local Body or Planning Authority including State of Maharashtra for the purpose of

making any additions or alterations or changes in the said Building "Minerva" so as to take the full benefit of any Floor Space Index available now and any Floor Space Index which may be become available in future including right to load or exploit any Transferable Development Rights which may be available now or which may become available in future and for that purpose to submit any Lay Out Plan or submit any Building Plan or revise the same time to time and obtain any further Commencement Certificate or Part Occupation Certificate or Occupation Certificate or Building Completion Certificate as the Sellers may desire or deem fit from time to time.

Sellers entitled to deal with unsold units, basements, open space, stilts, car parking spaces, garages and other premises & spaces :

32. All unsold units, open/covered garages, car parking spaces, Open space, Podium, Space under and over the Podium basements space under stilt and other premises and spaces in the compound or in the building which are proposed presently and/or which may be proposed in future shall belong to and owned by the Sellers and/or their nominees only and they will have sole and exclusive rights and authority to allot or alienate or dispose off the same on such terms and conditions as they may like to any party and receive and appropriate the consideration received thereof and the Purchaser will have no objection to the same and the Purchaser do hereby consent to what is stated above and the Purchaser agree and undertake not to claim any abatement in the price or concession or rebate or compensation or damages.

Sellers right to use infrastructural/ common facilities :

33. It is agreed by the Purchaser that the Sellers have right to use enjoy at all times the infrastructural/common facilities that may be provided and also grant the use thereof to any other buildings that may be constructed by them or their nominees or assigns in the locality.

T.V. (Cable facilities)

34. The Sellers have informed the Purchaser and the Purchaser are aware that the Sellers have retained to themselves the exclusive right of providing T.V. - Cable in the building/s constructed/to be constructed on the said larger property/property including the said Building. The afore-said rights are retained by the Sellers to themselves permanently and they shall be entitled to deal with and dispose off and/or assign the said rights in favour of such person or body corporate as the Sellers may determine save and unless the Sellers relinquish the said rights. The consideration received for such assignment shall belong to the Sellers alone. In view thereof none of the occupant/s/Purchaser of premises in the said Building shall have a right to obtain T.V. - Cable facilities either alone or jointly with others through any other agents but shall obtain the T.V.-Cable facilities from the Sellers/the assignee of the Sellers save and except in the case of relinquishment as aforesaid. The Purchaser and/or occupants and/or the Co-operative Society/Limited Company/Organization shall pay the charges [including deposits] as may be charged by the Sellers and/or such assignee as aforesaid for availing the transmission facilities to be provided for T.V.-Cable facilities and net work as aforesaid and shall give to them all necessary co-operation for enabling them to install, maintain and

repair the equipment therefore. The Co-operative Society/Limited Company/Organization/Purchaser of premises in the said Building shall not be entitled to charge the Sellers and/or their assignee as aforesaid any amount for the said rights or incidental thereto. The necessary covenant will be incorporated in the Document/s of Transfer to be executed by the Sellers in favour of the Co-operative Society/Limited Company/Purchaser of units and other premises and spaces in the said Building.

Purchaser to sign all documents:

35. The Purchaser shall be bound to sign, seal, execute and deliver and whenever required register all documents, deeds, writings, undertaking – affidavits forms and papers and do all other things as the Sellers may require them to do from time to time in this behalf for safeguarding the interest of the said Property and the said building and other premises and the persons acquiring the said other premises and for effectively carrying out the provisions of this Agreement and perfecting/completing the title.

First lien by the sellers :

36. The Sellers shall in respect of any amount liable to be paid by the Purchaser under this Agreement or otherwise at law have first lien and charge on the said premises agreed to be acquired by the Purchaser.

Sub-station for electricity :

37. The Sellers shall be entitled to put up or allow to put up an electric substation on the said Property at such place as they may decide and give the authorities sub-leases of the sub-station on which such sub-station is erected on such terms and conditions as the Sellers may decide.



Club house provision:

38. Provisions regarding the Club Facilities :

a) Without prejudice to what is stated elsewhere in this Agreement and without affecting the rights, benefits, privileges & reservations of the Sellers in any way provided elsewhere herein, the Sellers state that they will reserve a part or parts of the said Building for setting up the proposed Club House thereon together with such facilities as listed under limited common areas at the Fourth Schedule herein (hereinafter referred to as "the said Club-House")

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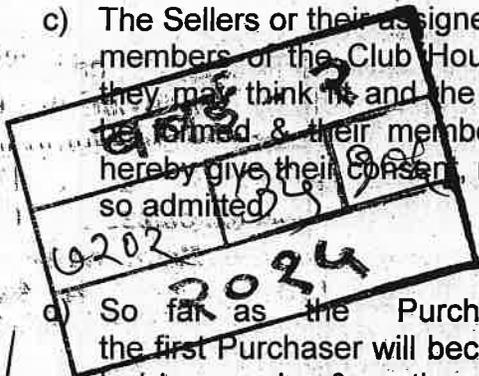
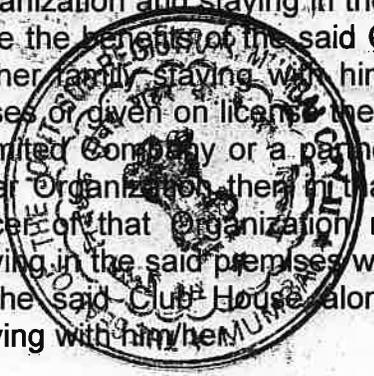
The said Club House will belong to the Sellers exclusively and be constructed by the Sellers and either they themselves may conduct and manage the same or give it away to their nominees or assignees by way of assigning leasing or conducting it or in any other manner to parties of their choice at their discretion to manage and conduct the same with such title in their favour which the Sellers may decide on such terms and conditions as the Sellers may deem fit. The said Club House will be excluded from any transfer thereof to any proposed co-operative societies or federation thereof or any other Organization that may be formed of the buyers of flats/premises to the intent & purpose that Club House will work as an independent unit. It is agreed that the Club House will be the property of the Sellers and not a Members Club. It is further agreed that the Sellers or persons

claiming through them or the management of the Club will be entitled to allow access to or use of the Club House by outsiders i.e. persons not holding any premises in the said building "MINERVA" or any guest (or as permitted on additional usage charges) on such terms as the Sellers may desire or deem fit and the Purchaser/s hereby agree and undertake not to raise any objection or dispute regards the same. It is further agreed that the Sellers or persons claiming through them will be entitled at their discretion to fix charges including deposits payable by the member/s / user of the Club / any guest and nominate or restrict timings for the use of the Club and enjoyment of the Club by the members as the Sellers may desire or deem fit and Purchaser/s shall not object or dispute the same.

b) The Sellers if they manage and conduct the said Club House or their nominees or assignees will admit the first named Purchaser in this Agreement as a member thereof i.e. so long as the flat premises purchased by him or her stands in his or her name for his/her benefits & for the benefit of the members of his or her family staying with him or her and who will become entitled to take advantage of the facilities & amenities given or provided by the Club House on such terms and conditions and subject to such rules and regulations as the Sellers may frame for the Club including the fixing of the annual fees & other fees payable for various activities. In case the Purchaser is a limited Company or a partnership concern or a public trust or other Organization then in that case only one officer of that Organization named by that Organization and staying in the said premises will be admitted to have the benefits of the said Club House alongwith members of his/her family staying with him/her. In the event the Purchaser leases or given on license the said premises to any individual or a limited Company or a partnership concern or a public trust or other Organization then in that case only the individual or one officer of that Organization named by that Organization and staying in the said premises will be admitted to have the benefits of the said Club House alongwith members of his/her family staying with him/her.

c) The Sellers or their assignees will be entitled to admit any one as members of the Club House on such terms and conditions as they may think fit and the Purchaser herein or Organization, to be formed & their members will not object to the same and hereby give their consent, no objection & approval to them being so admitted.

d) So far as the Purchaser herein named are concerned, the first Purchaser will become the member and only so long as he/she remains & continue to be the owner of the flat purchased by him/her, & also member of the co-operative Society or other Organization that may be formed & he/she will cease to be such member of the Club on his/her death or on his/her assigning his/her right, title and interest in the said Flat and whoever becomes the 1st named owner of the said flat & member of the society will be entitled to become a member of the Club House on same terms & conditions as applied to his/her predecessor but without payment of any admission fee. A sum of



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Rs.1,00,000/- (Rupees One Lakh only) for the first five years and thereafter as decided by the Sellers and/or their nominees will however be payable by him/her as expenses to meet clerical and/or administrative work involved in bringing his/her name on Club's record. It is however, clarified that the admission to the Club Membership will be as provided in this Agreement & the benefit of the same will accrue to the first named Purchaser herein and his/her first named successor in title to the said flat. It is also clarified that all the provisions elsewhere made in this Agreement for the Club House and membership thereof are supplemental to what is stated herienabove and they are to be read & construed in conjunction with each other.

Additional structures and levels :

39. The Sellers shall have a right to make additions and alterations and to raise additional storeys on the buildings or structures that may be constructed or put on additional structures wings buildings at any time as may be permitted by the municipal corporation and such additions alterations and additional structures or storeys shall be the sole property of the Sellers who shall be entitled to deal with or dispose off in any manner that they may desire and the Purchaser hereby irrevocably consent to the same. The Purchaser hereby consent and agree that they will give all the facilities and assistance and fully cooperate with the Sellers to enable the Sellers to make any additions and alterations and/or to raise additional storeys or structures in accordance with the plans sanctioned or which may hereafter be sanctioned and will not obstruct or hinder the Sellers in their using the staircase, lobbies lift etc. to carrying the materials on upper levels and the Purchaser hereby further agree that even after being admitted as members of the said Organization they will consent to the Organization giving to the Sellers full facility assistance and Co-operation to enable the Sellers even after the Sellers have delivered possession of the said premises to the Purchaser to make the said additions and alterations and/or to raise additional storeys or structures complete and make fit for occupation in all respects and for the aforesaid purpose the Sellers shall be entitled to utilise and/or make connection from all water pipeline and storage tanks sewerage and drainage pipe line electric cables electric lines and Sub-station and other conveniences and amenities to the said additional storeys or structures which may be constructed by the Sellers and the Purchaser hereby irrevocably consent to the same and they shall not raise any objection whatsoever. The Purchaser further agree and undertake not to object to such constructions on the ground of light and ventilation nuisances annoyance inconvenience and/or on any other reasons whatsoever or claim abatement in the price or concession or rebate or compensation or damages.

This agreement is not grant transfer etc. of land/building/ Premises and purchaser not to claim any right in respect of other premises:

40. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment or transfer or possession in law of the said premises or of the said Property and building/s or any part thereof. The Purchaser shall not be entitled to claim partition of their share in the said building or portion thereof and the same shall always remain impartible. Even after entire consideration paid by the Purchaser to the Sellers, the Purchaser

shall have no claim save and except in the premises agreed to be sold to them and all open space, stilt parking space, lobbies, staircases, terraces, garden, recreation spaces, society offices, meter rooms, entrance lobby, servants toilets, fire refuse area, Podium, Garden, Car Parking below Podium, internal road, watchman cabin, unutilized F.S.I. or the F.S.I. that may be granted by the Municipal authorities for slum redevelopment scheme or otherwise how so ever and the building/s contemplated to be built as aforesaid will remain the property of the Sellers even after lease of the said Property is executed and the building thereon are conveyed to the said Organization that may be formed and Lease/Conveyance are executed and registered for that purpose in favour of the said Organization.

41. The Purchaser hereby agrees and confirms that he/she/they are aware that the Conveyance/ lease of the Building "Minerva" and lease of the said Plot in favour of any Organization till the Sellers have sold all the premises in the said Building "Minerva" and received full consideration receivable from the Purchaser of premises along with all other dues payable by the Purchaser to the Sellers whichever is later and Purchaser hereby agrees not to demand or claim the Conveyance / Lease from the Sellers in respect of the said Building "Minerva" any time earlier in any manner whatsoever. The aforesaid period is mutually agreed period between the Sellers and the Purchaser and the Purchaser agrees to abide by the same and adhere to the same.

Purchaser have accepted the title of the owners and the sellers :

42. The Purchaser have prior to the execution of this Agreement inspected all the documents mentioned herein and have also perused the Certificate of Title issued by the Sellers Advocates and have accepted the title of the Sellers to develop the said entire Property as clear and marketable and the Purchaser shall not here after be entitled to further investigate the title or raise any requisition or objection whatsoever with regards to the title of the said Owners and the Sellers to the said Property.

Purchaser consent to rights reserved by sellers:

43. The Purchaser have expressly, irrevocably and unconditionally agreed and consented to rights reserved by the Sellers for themselves or their nominees and/or assigns including rights reserved under this agreement and the Purchaser the Corporate Body/s and the Apex Body shall not raise any interference, dispute or objection whatsoever to or in respect of the same. It is expressly clarified, agreed and understood that strict compliance of the terms, conditions, covenants, stipulations and provisions of this Agreement on the part of the Purchaser, the Corporate Body/s and the Apex Body, shall be of the essence of the contract and that on the basis of the Purchaser, the Corporate Body/s and the Apex Body agreeing and undertaking to strictly comply with and observe the terms, conditions, covenants, stipulations and provisions of this clause, the Sellers have entered into this Agreement.

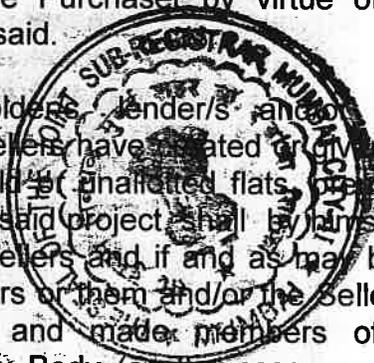
SELLERS RIGHT TO MORTGAGE :

44. Sellers Right to Mortgage :

a) The Sellers have availed of or propose to avail of financial assistance from banks, institutions and other persons, interalia

against security of the said property and/or the construction thereon. It is hereby expressly agreed, clarified and understood that so long as it does not prejudice the rights created in favour of the Purchaser under this Agreement in respect of the said premises, the Sellers shall be absolutely, irrevocably and unconditionally entitled to and have the right to create charges or liens on, encumber, mortgage, sell, assign, transfer, dispose of, or otherwise deal with in any manner howsoever all or any of their rights, benefits, interest, title, privileges, and/or claims including development rights in respect of the said Property and/or the construction thereon or any part or parts thereof, without any notice to the Purchaser and the Purchaser have given and granted their specific, full, free, unqualified and irrevocable consent to the Sellers to do so. As part of any such arrangement by the Sellers all or any of the responsibilities and/or obligations of the Sellers may be shifted or transferred to any other person or persons. All such arrangements by the Sellers shall be binding on the Purchaser. The Sellers undertake to clear the aforesaid encumbrances, if any, prior to the execution and registration of the Lease Deed/Conveyance Deed and the Sellers shall indemnify and keep the Purchaser fully indemnified against all claims of any nature whatsoever that may be made against the Purchaser by virtue of any encumbrances created as aforesaid.

- b) The mortgagee/s, charge holders, lender/s and other person/s in whose favour the Sellers have created or given any security in respect of any unsold or unallocated flats, premises, units and parking spaces in the said project shall by himself or themselves or jointly with the Sellers and if and as may be so desired and deemed fit by Sellers or them and/or the Sellers in this regard, be admitted as and made members of the Corporate Body/s and the Apex Body (as the case may be), without him or them or the Sellers being made subject or liable to any separate, special, new or additional condition/s and without him or them or the Sellers being required to pay any separate, special, additional or extra amount or consideration whatsoever for the same (whether by way of transfer fees, charges, premium, donation or otherwise) and the Purchaser herein, the Corporate Body/s and the Apex Body shall not raise any objection or dispute whatsoever to or in respect of the same.



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Sales tax, service tax, Vat or any other tax etc. Payable by the purchaser alone :

45. If any Sales Tax/ Service Tax or any other tax is payable or any liability on that account arises in future, the same shall be paid and discharged by the Purchaser alone and the Sellers shall not be liable to contribute anything on that account. The Purchaser shall also fully reimburse the expenses that may be incurred by the Sellers in consequences upon any legal proceedings that may be instituted by the authorities concerned against the Sellers or viceversa on account of such liability.

46. The Purchaser hereby agrees to pay the Service Tax introduced by Government of India on the consideration payable by the Purchaser to the Sellers under this Agreement as determined by the Sellers

against each instalment without any delay or default. The Purchaser further agrees and undertakes to pay any increase in the Service Tax in the next Financial Year and subsequent Financial Years and/or at any time as may be introduced by the Service Tax Authorities without any delay or default. The Purchaser agrees and undertakes to bear and pay the interest and penalty payable in respect of the Service Tax payable to the Authorities without any delay or default. It is agreed between the Sellers and the Purchaser that the Sellers are not liable to pay any Service Tax payable to the Authorities on the transaction between the Sellers and the Purchaser as recorded in this Agreement.

Stamp duty & registration charges on this agreement payable by the purchaser alone :

47. All costs, charges and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser. The Purchaser are fully aware of the provisions of the Bombay Stamp Act as amended from time to time. If any stamp duty over and above the stamp duty already paid on this Agreement including the penalty if any is required to be paid or is claimed by the Superintendent of Stamps or concerned authority, the same shall be borne and paid by the Purchaser alone. The Sellers shall not be liable to contribute anything towards the same nor shall the Purchaser hold the Sellers liable and/or responsible towards the said liability. The Purchaser shall indemnify the Sellers against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any to the extent of the loss or damage that may be suffered by the Sellers. The Purchaser shall also fully reimburse the expenses that may be incurred by the Sellers in consequence upon any legal proceedings that may be instituted by the authorities concerned against the Sellers or vice-versa on account of such liability.
48. The Purchaser shall at his/her own costs, lodge this Agreement for registration with the Sub-Registrar of Bombay and forthwith inform the Sellers the Serial Number under which the same is lodged to enable them to admit execution of the same.

Stamp duty and registration charges on the lease/conveyance etc. Payable by the purchaser alone:

49. The Society/organization of Purchaser shall be liable to pay Stamp duty and registration charges payable on all other documents, including his share of stamp duty and registration charges on the conveyance/lease/sub-lease. At the time of execution and registration of the Lease & Conveyance the Purchaser shall pay to the Sellers the Purchaser's share of Stamp duty and registration charges payable if any by the said Organization and its members on the Lease and Conveyance or any document or instrument of transfer of title in respect of the said Property and the said building thereon to be executed in favour of the said Organization.

Registration by the Purchaser :

50. The Purchaser shall present this Agreement as well as the Lease and Conveyance to be executed in future at the proper registration office of the Sub-Registrar within the time limit prescribed by the Registration Act and on intimation thereof in writing the Sellers shall attend such office and admit execution thereof.

Delay or tolerance shall not amount to waiver:

51. Any delay tolerated or indulgence shown by the Sellers in enforcing the terms of this Agreement or any forbearance or giving of time to the Purchaser by the Sellers shall not be construed as a waiver on the part of the Sellers of any breach or non-compliance of any of the terms and conditions of this Agreement by the Purchaser nor shall the same in any manner prejudice the rights of the Sellers.

Address of the purchaser :

52. All letters, receipts and/or notices to be served on the Purchaser as contemplated by this Agreement shall be deemed to have been duly served and shall completely and effectively discharge the Sellers if sent to the Purchaser by them Under Certificate of Posting or by Registered Post or by Fax or by E-mail at their address specified below :

**The Zahra Villa, Khan Abdul Gaffar Khan Road,
Next to Rifle Club, Worli Seaface,
Mumbai – 400 025**

Provisions of Maharashtra Ownership Flats Act, 1970 and Maharashtra Apartment Ownership Flats Act, 1970

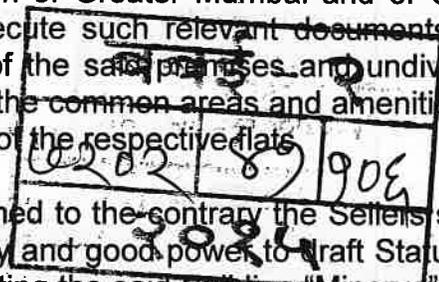
53. This Agreement shall always be unless otherwise herein contracted to the contrary subject to the provisions of the Maharashtra Ownership Flats (Regulation of the Promotion, Construction, Sale, Management and Transfer) Act, 1963 and the Rules made thereunder.

- 53.1 Notwithstanding anything stated hereinabove, the Sellers shall be entitled to submit the said property under the provisions of the Maharashtra Apartment Ownership Flats Act, 1970, and in such an event, the Purchaser shall at his / her / their costs, charges and expenses be entitled to execution of a Deed of Apartment and / or Conveyance / or Lease and in such an event, the Sellers shall cause the Municipal Corporation of Greater Mumbai and or Slum Rehabilitation Authority to execute such relevant documents for effectuating a proper transfer of the said premises and undivided share, right, title and interest in the common areas and amenities in favour of the respective Buyers of the respective flats.

- 53.2 Notwithstanding what is contained to the contrary the Sellers shall have full right, absolute authority and good power to draft Statutory Declaration in respect of submitting the said Building "Minerva" and the said property to the provisions of Maharashtra Apartment Ownership Act, 1970 and Rules framed thereunder including bye-laws of the Condominium and the Purchaser hereby agree and confirm that he/she/they shall not object to or dispute such declaration or bye-laws prepared by the Sellers.

Marginal headings :

54. The marginal headings given to the various clause hereinabove are so given for the sake of convenience and easy reference only and they do not in any way govern or interpret the meaning thereof.



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THIS AGREEMENT TO SUPERSEDE OTHERS :

55. Save and except as may be specifically mentioned herein, this Agreement supersedes all documents and writings whatsoever (if any) executed or exchanged by and between the parties hereto prior to the execution hereof. The parties hereto hereby confirm, agree and acknowledge that this Agreement represents and comprises the entire contract between them in respect of the subject matter hereof. The Purchaser hereby expressly admit, acknowledge and confirm that no terms, conditions, particulars or information, whether oral, written or otherwise given or made or represented, including those contained or given in any advertisements, leaflet or brochure, or in any correspondence or other writing or document, by the Sellers and/or their agents to the Purchaser and/or their agents, other than such terms, conditions and provisions as are contained or incorporated in this Agreement, shall be deemed to form part of this Agreement or to have induced the Purchaser to enter into this Agreement. No additions, deletions, amendments, allocations and/or modifications to/of any of the terms, conditions, covenants, stipulations or provisions of this Agreement, shall be valid, binding on or enforceable against any of the parties hereto, unless the same are recorded in writing and signed by or on behalf of the parties hereto, as supplemental hereto.



**THE FIRST SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID ENTIRE PROPERTY)**

ALL THAT piece or parcel of land bearing C.S. Nos. 1 (pt) & 2(pt) of Lower Parel Division situate at J. R. Boricha Marg, Off. N.M. Joshi Marg, Mahalaxmi, Mumbai- 400 011 falling in G South Ward admeasuring about 28,328.79 Sq. Mts. in the Registration District and Sub-District of Bombay City and bounded as follows: i.e. say:

On or towards the North	: Jogani Industrial Estate
On or towards the South	: Samata Mamata Ekta Society
On or towards the East	: Sitaram Mill and Apollo Mills
On or towards the West	: Western Railway

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**(SECOND SCHEDULE ABOVE REFERRED TO
(DESCRIPTION OF THE SAID PROPERTY ON WHICH BUILDING
CALLED 'MINERVA'
IS TO BE BUILT))**

All that piece or parcel of part of land admeasuring about 8021.29 Sq. Mts. And bearing C.S. Nos. 1 (pt) & 2(pt) of Lower Parel Division situate at Off. N.M. Joshi Marg, Mahalaxmi, Mumbai- 400 011 and falling in G South Ward being part of the entire property mentioned in the First Schedule hereinabove written.

RECEIVED on the day and year)
 first hereinabove written of)
 and from the withinnamed)
 Purchaser, the sum of **Rs.1,63,00,000/-**)
 (Rupees One Crore Sixty Three Lakhs)
 Only)
 being the amount as mentioned)
 within to be paid by him to us) WE SAY RECEIVED Rs.1,63,00,000/-

FOR LOKHANDWALA KATARIA
 CONSTRUCTION PVT.LTD.

MAZ 
 AUTHORISED SIGNATORY

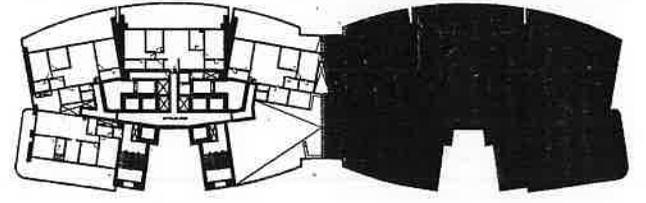
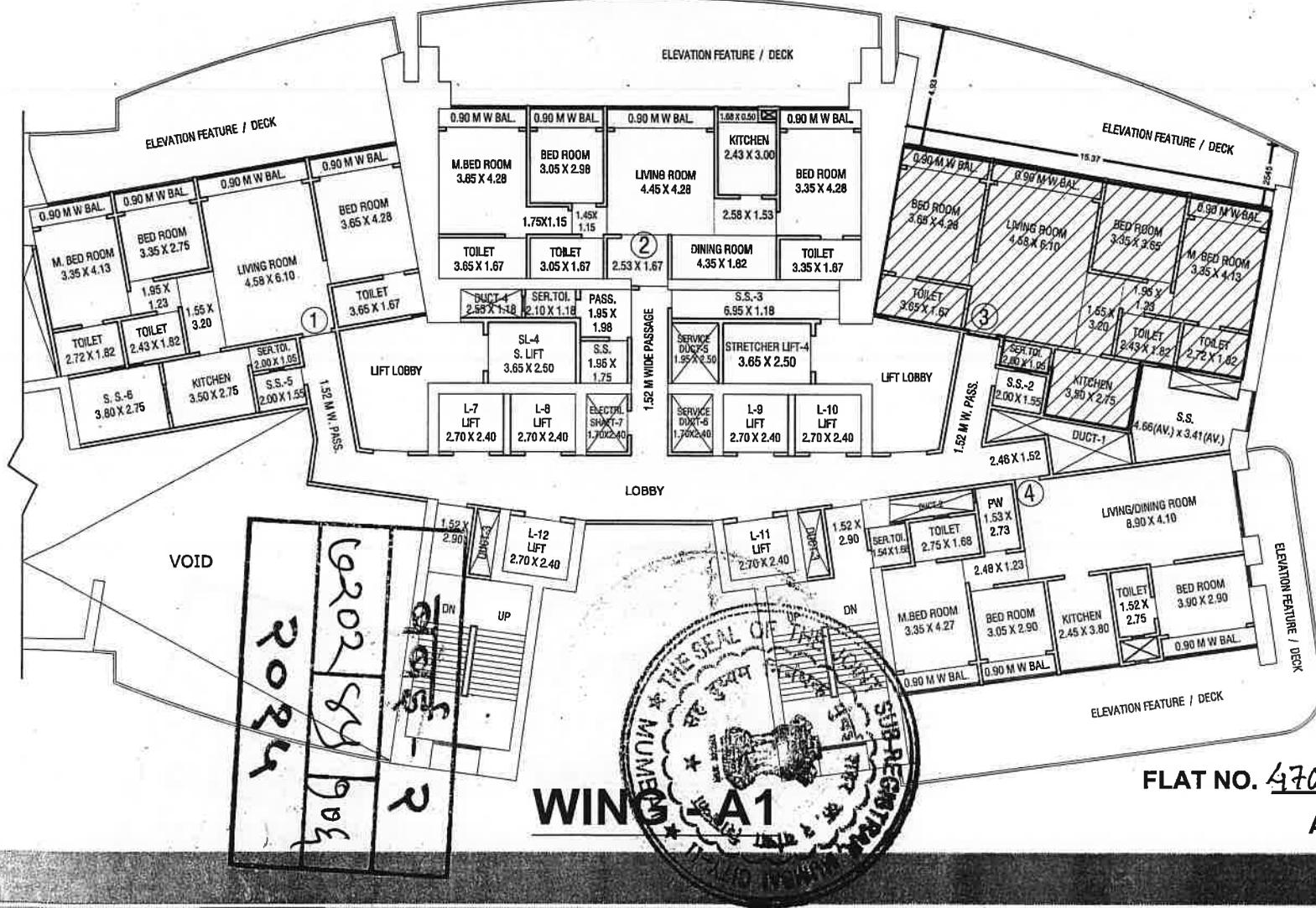
WITNESSES:

- 1) 
- 2) 



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ANNEXURE - E



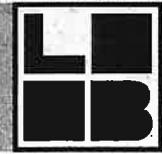
WING - A WING - A1
KEY PLAN



For Lokhandwala Kataria Construction Pvt. Ltd.
Rohit Kataria
Director

FLAT NO. 4703 ON FLOOR NO. 35 AS PER APPROVED PLAN
AND NUMBERED AS FLOOR NO. 47

Minerva



RESIDENTIAL DEVELOPMENT FOR M/S LOKHANDWALA KATARIA CONSTRUCTIONS Pvt. Ltd.

Architect
Hafeez
Contractor

PROPOSED BUILDING ON PLOT BEARING C.S.NO. 1(pt) & 2(pt) OF LOWER PAREL DIVISION AT MAHALAXMI, MUMBAI - 18.

4

SLUM REHABILITATION AUTHORITY

5th floor, Griha Nirman Bhavan, Bandra (E) Mumbai - 400 051.

Intimation of Approval under Sub regulation 2.3 of Appendix - IV
of D.C.R. No. 33 (10) Dt. 15.10.97 for Brihanmumbai.

SALE BUILDING

No. SRA / ENG / 2375 / GS / ML / AP E.T. 11/11/10

To,
M/s. Lokhandwala Kataria Construction Pvt. Ltd.
~~79, Gandhi Nagar, Bhatkeshwar Marg,~~
Worli,
Mumbai - 400 018.

With reference to your Notice, letter No. 7996 dated 8-2-10 200 and delivered on 8-2-2010 200 and the plans, Sections, Specifications and Description and further particulars and details of your ^{Sale} building at C.S. No. 1 (pt) & 2 (pt) of Lower Parel Divn., at J.R. Boricha Marg, Mumbai-400 018, for Shramik Ekta Federation Ltd.

furnished to me under your letter, dated 8-2-2010 200 I have to inform you that the proposal of construction of the building or work proposed to be erected or executed is hereby approved under section 45 of the Maharashtra Regional & Town Planning Act, 1966 as amended up-to-date, subject to the following conditions :

A. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL

- A.1) That the Commencement Certificate us/. 44/69 (1) of the MR & TP Act, Shall be obtained before starting the proposed work.
- A.2) That the compound shall be constructed, after getting the plot demarcated from the concerned authority, on all sides of the plot clear of the road side drain without obstructing the flow of rain water from the adjoining holding, to prove possession of holding before starting the work as per D.C. Regulation No. 38 (27)
- A.3) That the structural Engineer shall be appointed, and the Supervision memo as per Appendix XI D.C. Regulation 5(3) (ix) shall be submitted by him.
- A.4) That the Structural design and calculations for the proposed work accounting for system analysis as per relevant I.S. code along with plan shall be submitted before G.C.

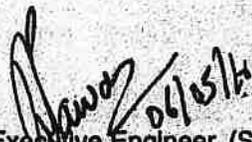


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Subject to your so modifying your intention as to comply the aforesaid mentioned conditions and meet by requirements. You will be at liberty to proceed with the said building or work at anytime before the _____ day of _____ 200 but not so as to contravene any of the provisions of the said Act as amended as aforesaid or any rule, regulations of bye-law made under that Act at the time in force.

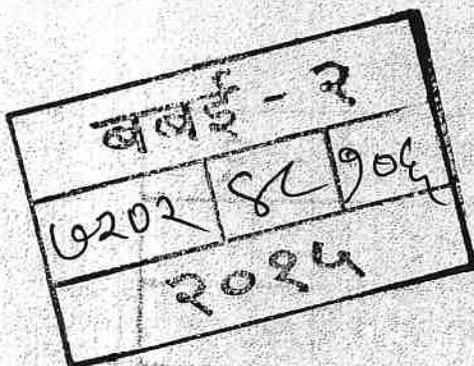
Your attention is drawn to the special instructions and Notes accompanying this Intimation of Approval


Executive Engineer, (S.R.A.)

SPECIAL INSTRUCTIONS

- (1) IN CASE OF PRIVATE PLOTS THIS INTIMATION OF APPROVAL GIVES NO RIGHT TO BUILD UPON LAND WHICH IS NOT YOUR PROPERTY.
- (2) Under Section 151 & 152 of M.R & T.P. Act 1966, as amended the Chief Executive Officer, Slum Rehabilitation Authority has empowered the Chief Engineer (S.R.A.) / Executive Engineer (S.R.A.) to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the C.E.O. (S.R.A.) by section of the said Act.
- (3) Proposed date of commencement of work should be communicated to this office.
- (4) One more copy of the block plan should be submitted to the Collector, Mumbai / Mumbai Suburbs District as the case may be.
- (5) Necessary permission for Non-agricultural use of the land shall be obtained from the Collector, Mumbai / Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the rate that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

Attention is drawn to the notes Accompanying this Intimation of Approval.



SRA/ENG/2375/GS/ML/AP

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- 5) That the minimum plinth height shall be 30.00 cm. above the surrounding ground level or in areas subject to flooding the height of plinth shall be at least 60.00 cm. above the high plinth level.
- 6) That the low lying plot shall be filled up to a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and shall be leveled, rolled, consolidated and sloped towards road.
- 7) That the regular/sanctioned/proposed lines of 18.30 mtr. wide D. P. Road shall be got demarcated at site through A.E. Survey/ E.E. (T & C)/E.E. (D.P.) of M.C.G.M. /D.I.L.R. before applying for C.C.
- 8) That the drainage layout shall be submitted & got approved and the drainage work shall be executed in accordance with the requirements of the M.C.G.M.
- 9) That the certified true copy of the agreements with the photographs of the eligible slum dwellers or general body resolution of registered society shall be submitted before C.C.
- 10) That the existing structure proposed to be demolished shall be demolished with necessary phase programme with agreement of affected slum dweller shall be submitted and got approved before C.C.
- 11) That the Registered site supervisor through Licensed Surveyor/Structural Engineer shall be appointed before applying for C.C. & quarterly report from the site supervisor shall be submitted through the Licensed Surveyor/Structural Engineer certifying the quality of the construction work carried out at various stages of the work or whenever demanded by the Executive Engineer (SRA).
- 12) That the requisite premiums/deposits as per Circular No. 7 SRA/1372/dated 25-11-97 etc. shall be paid before C.C.
- 13) That the N.O.C. from A. A. & C 'G/S' shall be submitted before C.C.
- 14) That the conditions of Letter of Intent shall be complied with before C.C.
- 15) That no construction work shall be allowed to start on the site unless labour insurance is taken act for concerned labours to cover the compensation and compliance of same shall be intimated by Architect/Developer.



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SRA/ENG/2375/GS/ML/AP

- 16) That the Reg. u/t and additional copy of plan shall be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate shall be obtained from Asst. Commissioner of M.C.G.M. and that the ownership of the setback land shall be transferred in the name of M.C.G.M. before C.C.
- 17) That the Indemnity bond indemnifying the CEO (S.R.A.) and his staff for damages, risks, accidents, etc. and to the occupiers and an undertaking regarding no nuisance shall be submitted before C.C./starting the work.
- 18) That the Reg. u/t. in prescribed Proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall be submitted before C.C.
- 19) That the development charges as per MRTP Act shall be paid before issue of plinth C.C.
- 20) That you shall obtain the permission for construction of the temporary transit accommodation from the office of the CEO (SRA) along with the phased development programme and the list of the eligible slum dwellers shifted in the transit camp with date of their displacement from their existing huts shall be submitted before asking C.C. for rehab building.
- 21) That the list of eligible slum dweller shifted in transit with the date of their shifting shall be submitted before asking C.C.
- 22) The Structural designs and the quality of materials and workmanship shall be strictly as per conditions laid down in Regulation 45 of DCR 1991 amended up to date.
- 23) That the registered undertaking shall be submitted for not misusing the pocket Terraces/ Part terraces/Stilt.
- 24) That you shall appoint third party quality auditor (**TPQA**) with prior approval of Ch. Engg. (SRA)/Ex. Eng.(SRA) for quality audit of building works at various stages.
- 25) That you shall appoint Project Management Consultants (**PMC**) and their acceptance for the regulating quality control of High Rise sale building as per CEO (SRA)'s directive dated 08/06/2008
- 26) That you shall get peer re- view the Structural Design and Calculation for sale bldg. from another Structural Engineer or VJTI or any appropriate authority.

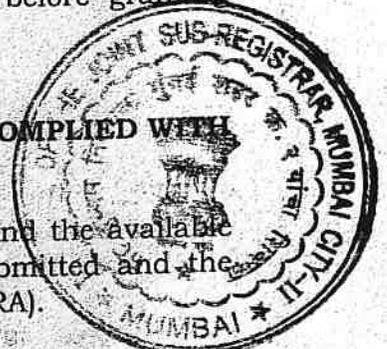
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- 27) N.O.C. from C.F.O. for high-rise Sale building.
- 28) That you shall submit NOCs from High Rise Committee & Civil Aviation Authority for the Sale building before asking approval to the building exceeding 70.00 mtr."
- 29) That you shall submit E.E. Mechanical NOC of MCGM for Mechanical Ventilation in the basement.
- 30) That you shall submit Registered Undertaking for not to misuse stilt/Podium levels except for parking spaces & not to cover additional height.
- 31) That you shall submit NOC from E.E. (T&C) of M.C.G.M. for parking layout on Podium levels before granting plinth C.C. to the Sale building under reference.
- 32) That you shall submit Design, calculations & R.C.C. drawings for swimming pool on the 2nd Podium floor level height from Registered Structural Engineer before granting plinth C.C. to the building under reference.
- 33) That you shall submit NOC from E.E. (Mechanical) for proposed service duct/fire fighting duct/electric duct before approval of plinth C.C. to the sale bldg. u/ref.
- 34) That you shall submit report from service Consultant ascertaining the more height requirement of the service floor before granting plinth C.C. to the Sale bldg. under reference

B. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE: -

- 1) That a plan showing the dimensions of the plinth and the available open spaces certified by the Architect shall be submitted and the same shall be got checked from the sub. Engineer (SRA).
- 2) That the stability certificate for work carried out upto plinth level/stilt level shall be submitted from the Lic. Structural Engineer.
- 3) That the quality of construction work of bldg. shall be strictly monitored by concerned Licensed Surveyor, Site supervisor, Structural Engineer and periodical report, stage wise on quality of work carried out shall be submitted by Architect with test result.



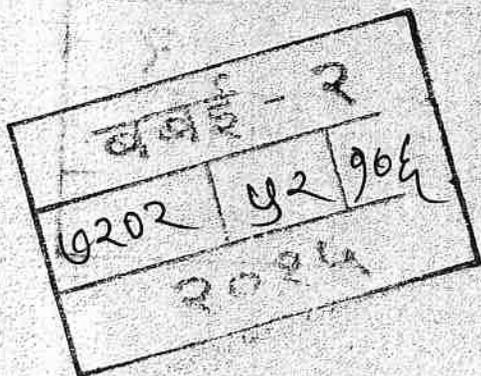
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SRA/ENG/2375/GS/ML/AP

- 4) That the NOC from Electric Supply Co. for size of electric meter room shall be submitted.

C. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE GRANTING O.C. TO ANY PART OF THE PROPOSED BUILDING.

- 1) That the some of drains shall be laid internally with C.I. pipes.
- 2) That the specifications for layout access/setback land shall be obtained from E.E. (Road construction) & E.E. (SWD) & or access/setback road shall be constructed and shall be developed accordingly including providing streetlights and S.W.D. The completion certificate shall be obtained from E.E. (R.C.)/E.E. (SWD) before submitting building completion certificate.
- 3) That the dustbin shall be provided as per requirement of this office.
- 4) That carriage entrance shall be provided before starting the work.
- 5) That the surface drainage arrangement shall be provided in consultation with E.E. (SWD) or as per his remarks and a completion certificate shall be obtained and submitted before applying for occupation certificate/B.C.C.
- 6) That the requirements from the concerned electric Supply Co; shall be obtained and complied with before asking occupation permission.
- 7) That 10'-0" wide paved pathway up to staircase shall be provided.
- 8) That the surrounding open spaces, parking spaces and terrace shall be kept open and unbuilt upon and shall be leveled and developed requesting to grant permission to occupy the building or submit the B.C.C. whichever is earlier.
- 9) That the name plate/board showing Plot No., Name of the Bldg. etc. shall be displayed at a prominent place.
- 10) That the completion certificate of E.E. (SWD) shall be obtained & submitted before applying for occupation/B.C.C.
- 11) That the N.O.C. from Inspector of Lifts, P.W.D. Maharashtra, shall be obtained and submitted to this office.
- 12) That the drainage completion Certificate from E.E. (S.P.) (P & D) for provision of septic tank/soak pit shall be submitted.



- 13) All the conditions of Letter of Intent shall be complied with before asking for occupation certificate of sale/composite building.
- 14) That stability Certificate from Structural Engineer in prescribed Performa 'D' along with the final plan mounted canvas should be submitted.
- 15) The Building Completion Certificate in prescribed Performa certifying work carried out as per specification shall be submitted.
- 16) That the N.O.C. from the A.A. & C. 'G/S' Ward shall be obtained and the requisitions, if any shall be complied with before O.C.C.
- 17) That the list of slum dweller to be accommodated in the building shall be submitted in duplicate before submitting B.C.C.
- 18) That you shall hand over set back area under proposed 12.20 mtr. Wide D. P. Road before granting occupation to the Rehab building u/ref.

D. THAT THE FOLLOWING CONDITIONS SHALL BE COMPLIED WITH BEFORE B.C.C.

- 1) That certificate under Section 270A of B.M.C. Act. shall be obtained from H.E.'s department regarding adequacy of water supply.

NOTES:

1. That C.C. for sale building shall be controlled in a phase wise manner as decided by CEO (SRA) in proportion with the actual work of rehabilitation component.
2. That no occupation permission of any of the sale wing/sale building/sale area shall be considered until occupation Certificate for equivalent Rehabilitation area is granted.
3. That office of CEO (SRA) reserves right to add or amend some of the above-mentioned conditions if required, during execution of slum Redevelopment Scheme.



[Signature]
Executive Engineer-II
Slum Rehabilitation Authority

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NOTES

- (1) The work should not be started unless objections _____ are complied with.
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement of the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained for any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional materials shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted alongwith the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site for workers, before starting the work.
- (5) Water connection for constructional purposes will not be given until the hoarding is constructed and application is made to the Ward Officer of M.C.G.M. with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer of M.C.G.M. or his representative in wards of M.C.G.M. atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks, metal, sand, preps, debris etc. should not be deposited over footpaths or public street by the owner/architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the compliance of abovesaid conditions is approved by this department.
- (9) No work should be started unless the structural design is submitted from LSE.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer (SRA) concerned and acknowledgement obtained from him regarding correctness of the open space's dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation of Greater Mumbai will require time to consider alternative site to avoid the excavation of the road and footpath.
- (12) All the terms and conditions of the approved layout/sub-division/Amalgamation under No. _____ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted and water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the concerned Ex. Engineer of M.C.G.M. and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of building Completion Certificate.
- (15) The access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of concerned. Ex-Engineer of M.C.G.M. including asphaltting, lighting and drainage before submission of the building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in concrete having broken glass pieces at the rate of 0.125 cubic metres per 10 Sq.Mtrs below pavement.

- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of the bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures or proposed to be demolished are demolished.
- (20) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the Chief Engineer [SRA] is satisfied with the following :
- (i) Specific plans in respect of evicting or rehusing the existing tenants on your plot stating their number and the area in occupation of each.
 - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail for the alternative accomodation in the proposed structure.
 - (iii) Plans showing the phase programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development Control Rules regarding open spaces, light and ventilation of existing structure.
- (21) In case of additional floor no work should be started during monsoon which will give rise to water leakage and consequent nuisance to the tenants staying on the floor below.
- (22) The bottom of the over head storage work above the finished level of the terrace shall not be more than 1 metre.
- (23) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary, is obtained.
- (24) It is to be understood that the foundations must be excavated down to hard soil.
- (25) The positions of the rahanis and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (26) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing from the Chief Executive Officer of Slum Rehabilitation Authority.
- (27) All gully traps and open channel shall be provided with right fitting mosquito proof covers as per relevant I. S. specifications.
- (28) No broken bottle should be fixed over boundary walls. The prohibition refers only to broken bottles & not to the use of plains glass for coping over compound wall.
- (29) If the proposed addition is intended to be carried out on old foundations and structures, you will do so at your own risk.



[Signature] 06/05/70
Executive Engineers, (S.R.A.)

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SLUM REHABILITATION AUTHORITY
5th floor, Griha Nirman Bhavan, Bandra (E) Mumbai - 400 051.

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966 (FORM "A")

No. SRA/ENG/2375/GS/ML/AP **5 OCT 2010**
COMMENCEMENT CERTIFICATE

SALE BLDG.

To,
M/s. Lokhandwala Kataria Construction Pvt.Ltd.
72, Gandhi Nagar, Dainik Shivnei Marg,
World, Mumbai-400 018.

Slr.
With reference to your application No. 7996 dated 08/06/2010 for Development Permission and grant of Commencement Certificate under section 44 & 60 of the Maharashtra Regional Town Planning Act, 1966 to carry out development and building permission under section 45 of Maharashtra Regional and Town Planning Act, 1966 to erect a building on plot No. - C.T.S. No. 1 (Pt.) & 2 (Pt.) of Village of Lower Parel Div. S. No. - ward G/S situated at J.R. Boricha Marg, Mumbai-18.

The Commencement Certificate/Building Permit is granted subject to compliance of sanctioned LOUR No. SRA/ENG/977/GS/ML/LGT dt. 17/12/2009 IOA UR No. SRA/ENG/2375/GS/ML/AP dt. 07/05/2020 and on following conditions.

1. The land vacated in consequence of endorsement of the setback line/road widening line shall form part of the Public Street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any reason until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year from the date of its issue. However the construction work should be commenced within three months from the date of its issue.

This permission does not entitle you to develop land which does not vest in you or in contravention of the provision of coastal Zone Management plan.

If construction is not commenced this Commencement Certificate is renewable every year but the 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.

This Certificate is liable to be revoked by the C.E.O. (SRA) if :-

- (a) 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.
- (b) Any of the condition subject to which the same is granted or any of the restrictions imposed by the C.E.O. (SRA) is contravened or not complied with.

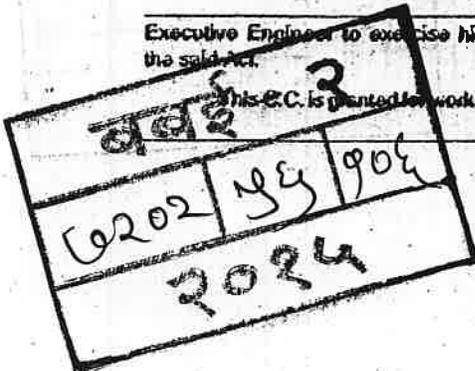
If the C.E.O. (SRA) is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of section 43 and 45 of the 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 C.E.O. (SRA) has appointed SHRI D.V. PAMAR

Executive Engineer to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This C.C. is granted for work up to plinth level.



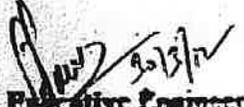
For and on behalf of Local Authority
The Slum Rehabilitation Authority

[Signature]
Executive Engineer (SRA) II
FOR
CHIEF EXECUTIVE OFFICER
(SLUM REHABILITATION AUTHORITY)



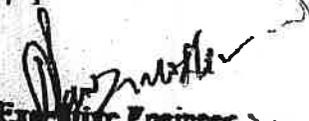
SRA/ENG/2375/GS/ML/AP 31 MAR 2012

This cc is re-endorsed as per original amended plan issued on 21/10/2011.


Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2375/GS/ML/AP 22 AUG 2012

This c.c is further extended upto the top of 24th floor as per amended plans issued on 21/10/2011.


Executive Engineer
Slum Rehabilitation Authority

SRA/ENG/2375/GS/ML/AP 13 DEC 2013

This c.e. is further extended upto the top of 39th floor as per amended plans issued on 21/10/2011.


Executive Engineer
Slum Rehabilitation Authority


REGISTRAR MUMBAI CITY-II
MUMBAI

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Mrs. Kavita Kutty
B.Com., LL.B.
Advocate High Court, Mumbai

A-501 / 502, Jimmy Park 2 Co-op. Hsg. Soc. Ltd.,
Sector 19-A, Plot No. 19, Near Shani Temple,
Narai (East), Narai Mumbai-400 706,
Tel. : 022-2771 7618-Mob. : 98206 89411
E-mail : aashul78@rediffmail.com

Ref. No. _____

Date _____

To,
M/s. Lokhandwala Kataria Constructions Private Limited
72, Gandhi Nagar, Dalnik Shivner Marg,
Worli Mumbai - 400 018.

Sir,

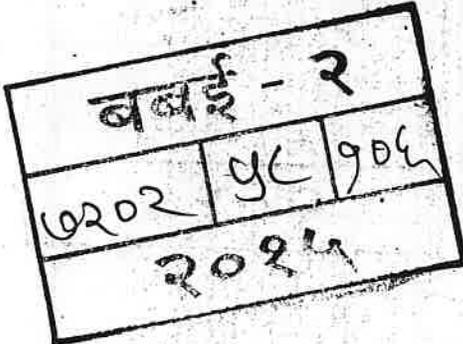
TITLE CERTIFICATE

Sub: Title Certificate In respect of all those pieces and parcel of No.1(pt) and 2(pt) of Lower Parcel Division belonging to Brihan Mumbai Mahanagar Palika situate at J. R. Boricha Marg, 400011 in Municipal Ward No. "G" South in all admeasuring 26160.72 sq. mtrs or thereabouts and BMC staff quarters plot admeasuring 2,168.07 sq.mtrs. aggregating to 28,328.79 sq.mtrs. under development by you for construction of your building "MINERVA".



1. On the instructions of M/s. Lokhandwala Kataria Constructions Private Limited (the Company), a Company Incorporated under the Companies Act, 1956 and having its Registered Office at 72, Gandhi Nagar, Dalnik Shivner Marg, Worli, Mumbai - 400 018, I have investigated the title to the above captioned property more particularly described in the Schedule hereunder written which is as follows:

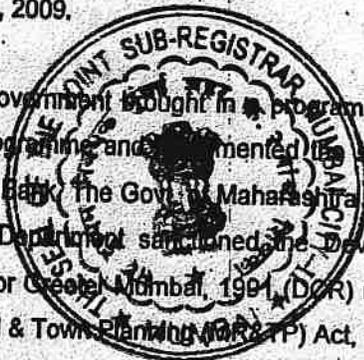
2. For the purpose of certifying the title to the property, following



188

documents were perused by me to confirm the same:

- i) The Search Report by Mr. E.S. Gaokar, Search Clerk for last 49 years do not show any encumbrance on the above property.
- ii) As per the revised LOI there were 1858 hutment dwellers who had illegally encroached upon the land bearing C.S. No. 1(pt) and 2(pt) of Lower Parel Division belonging to Brihan Mumbai Mahanagar Palika situate at J. R. Boricha Marg, 400 011 in Municipal Ward No. "G" South in all admeasuring 26160.72 sq. mtrs or thereabouts owned by Brihanmumbai Municipal Corporation of Greater Mumbai lying and situate at Mahalaxmi, Dhobighat, J. R. Boricha Marg, Saatrasta, Mumbai -11 as per the Property Register Card and living in unhygienic, unsafe, miserable filthy conditions and unsafe huts/shanties called "Slums". The said number of slum dwellers is as per the LOI dated 17th December, 2009.
- iii) In the mid-80s the government brought in a programme called slum upgradation programme and implemented the same with the help of the World Bank. The Govt. of Maharashtra under the urban Development Department sanctioned the Development Control Regulations for Greater Mumbai, 1991 (DCR) under the Maharashtra Regional & Town Planning (MR&TP) Act, 1966 and the same became operative w.e.f. 25.3.1991. Under DCR no. 33(10) redevelopment of slums through promoters like owners/ developers/co-operative housing societies of slum dwellers was made permissible for censused slums or slums whose

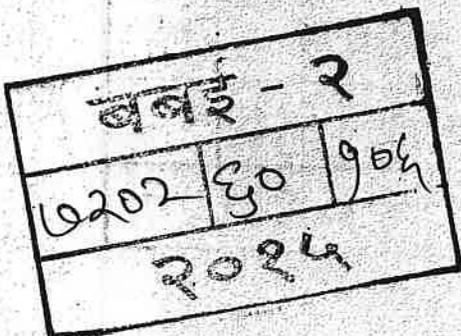


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structures and inhabitant's name appeared in the electoral roll of 1985 with floor space index (FSI) upto 2.5 and was called the Slum Redevelopment Scheme.

iv) By amendment to the MR & TP Act, SRA was declared as a planning authority to function as a local authority for the area under its jurisdiction. By an amendment to the MR & TP Act, SRA has been empowered u/s. 37 (1-B) to prepare and submit proposals for modification to the development plan of Greater Mumbai. Accordingly DCR 33(10) provided for conversion of the old SRD scheme to new SRA scheme. By a notification dated 16.12.1995 Govt. of Maharashtra appointed the slum rehabilitation authority under the provisions of the Section 3 A of the Slum Act.

v. In order to make the scheme more transparent and to accommodate the slum dwellers, the government of Maharashtra accepted the recommendations made by the Afzulpurkar Committee in 1995 and amended the Maharashtra Slum Area (Improvement, Clearance & Redevelopment) Act, 1971 (the Slum Act). The Government in Urban Development Department by their Notification no.DCR-1095/1209/CR-273/1995/UD-11 dated 27th August, 1996 published amendments to DCR 33(10) that have since been made final w.e.f. 15th October, 1997. Under the policy of Government of Maharashtra for controlling the mushrooming of new slums in and around the city of Greater Mumbai and to improve the living conditions of existing Slum Dwellers by providing them with neat



and clean environment and basic essential amenities and as per the Development Control Regulation No. 33 (10) of Appendix IV and the provisions of the Notification dated 27th August, 1996.

- vi. To avail of this benefit provided by the Government to the eligible slum dwellers and to have better living conditions the slum dwellers living in the captioned property came together and started searching for an experienced Developer / Builder to reconstruct their slums as per the provisions of the slum act and the regulations of DCR.
- vii. As per the Statistical details of the Slum Areas that came up between 1976 to 1980 under the Directory of slums issued by the Office of the Additional Collector (Encr.), Mumbai - Slums located on lands belonging to Government or Municipal Corporation of Greater Mumbai or any other Government body and incorporated in the records of the land owning authority as having been censused in 1976, 1980 or 1985 or prior to the date of Development Control Regulations 33 (10) coming into force
- Ward - G/South, Name of the Slums Bhim Nagar and the Number of Huts - 196.
 - Ward - G/South, Name of the Slums Maharashtra Nagar and the Number of Huts - 96.
 - Name of the Slums - Shashtri Nagar and the Number of Huts - 232.



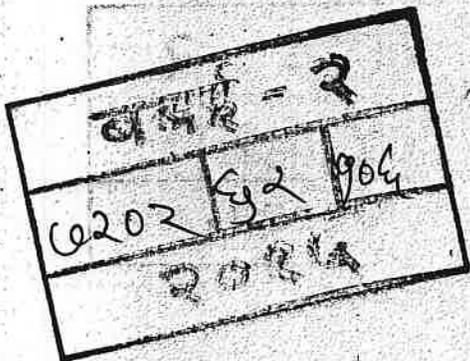
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- d. Name of the Slums - Sane Gurujl Nagar and the Number of Huts - 150.
- viii. BMC who is the owner of the property declared a portion of the area admeasuring 2168.07 sq.mtrs. bearing C.T.S. No.1 (Part) of Lower Parel Division G/South Ward as 'Slum' under notification no. SCS 1076/D-41 dated 14.7.1971 and under gazette dated 12th January, 2006. Accordingly as the directory of slums shows areas notified as slums by the municipalities, corporations, local bodies or development authorities were treated as "notified slums".
- ix. The slum dwellers on the above captioned property and the slums by which they were popularly known as formed themselves into 9 societies (hereinafter referred to the "said Societies") and independently registered themselves under the various provisions of the law:
- a. Parel Ramdev Nagar No.1 SRA Co-operative Housing Society Ltd. an association of eligible 78 slum dwellers bearing no. MUM/SRA/HSG/(TC)/10932/2005 dated 13.7.2005 under the rules and regulations of the Maharashtra Co-operative Societies Act, 1960 and under the provisions of the Slum Rehabilitation Authority.



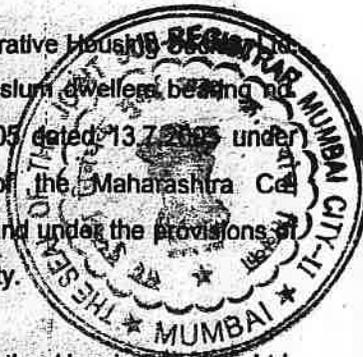
Parel Ramdev Nagar No.2 SRA Co-operative Housing Society Ltd. an association of eligible 168 slum dwellers bearing no. MUM/SRA/HSG/(TC)/10930/2005 dated

108



12.7.2005 under the rules and regulations of the Maharashtra Co-operative Societies Act, 1960 and under the provisions of the Slum Rehabilitation Authority.

- c. Adarsh Nagar B SRA Co-operative Housing Society Ltd. an association of eligible 422 slum dwellers bearing no. MUM/SRA/HSG/(TC)/10931/2005 dated 13.7.2005 under the rules and regulations of the Maharashtra Co-operative Societies Act, 1960 and under the provisions of the Slum Rehabilitation Authority.
- d. Adarsh Nagar C SRA Co-operative Housing Society Ltd. an association of eligible 262 slum dwellers bearing no. MUM/SRA/HSG/(TC)/ 10934/2005 dated 13.7.2005 under the rules and regulations of the Maharashtra Co-operative Societies Act, 1960 and under the provisions of the Slum Rehabilitation Authority.
- e. Parel Vijay Nagar SRA Co-operative Housing Society Ltd. an association of eligible 248 slum dwellers bearing no. MUM/SRA/HSG/(TC)/10933/2005 dated 13.7.2005 under the rules and regulations of the Maharashtra Co-operative Societies Act, 1960 and under the provisions of the Slum Rehabilitation Authority.
- f. Parel Shashtri Nagar Co-operative Housing Society Ltd. an association of eligible 128 slum dwellers bearing no. [WGS]/HSG(TO)/3261/87-88 dated 29.4.1988 under the



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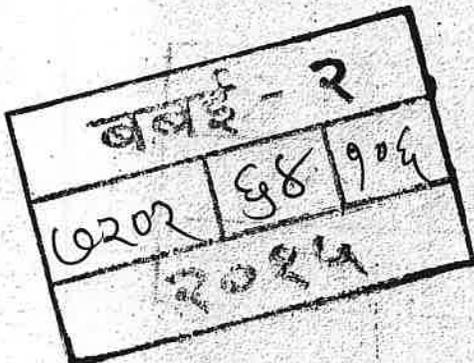
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regulations of Maharashtra Cooperative Societies Act, 1960 and under the provisions of Mumbai Housing Development and Area Development Mandal, Mumbai.

g. Parel Maharashtra Nagar Co-operative Housing Society Ltd. an association of eligible 98 slum dwellers bearing no. BOM [WG/S]/HSG(TO)/4345/1988-89 dated 26.5.1989 under the regulations of Maharashtra Co-operative Societies Act, 1960 and under the provisions of Mumbai Housing Development and Area Development Mandal, Mumbai.

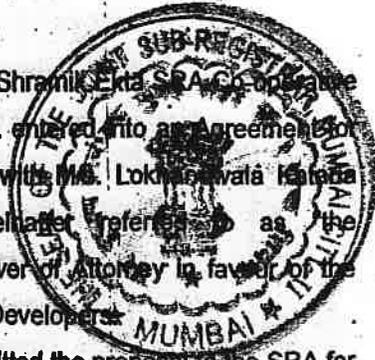
h. Parel Bhim Nagar Co-operative Housing Society Ltd. an association of eligible 211 slum dwellers bearing no. BOM [WG/S]/HSG(TO)/4953/1989-90 dated 11.4.1990 under the regulations of Maharashtra Co-operative Societies Act, 1960 and under the provisions of Mumbai Housing Development and Area Development Mandal, Mumbai.

i. Parel Sanegurji Nagar Co-operative Housing Society Ltd. an association of eligible 156 slum dwellers bearing no. BOM [WG/S]/HSG(TO)/4533/1988-89 dated 23.6.1989 under the regulations of Maharashtra Co-operative Societies Act, 1960 and under the provisions of Mumbai Housing Development and Area Development Mandal, Mumbai.



188

- x. The said nine societies formed themselves into a Federation i.e. Shramik Ekta SRA Co-operative Housing Society Federation Ltd. (then proposed) and now each of the societies along with the Federation is registered under the Maharashtra Co-operative Societies Act, 1960 (hereinafter referred to the "said Federation"). Shramik Ekta SRA Sahakari Grihman Sanstha Federation Ltd., an association of 9 registered societies bearing no. MUM/SRA/HSG/(TC)/10938/2005 dated 14.7.2005 under the rules and regulations of the Maharashtra Co-operative Societies Act, 1960 and under the provisions of the Slum Rehabilitation Authority.
- xi. The Nine societies (formed by the slum dwellers) on the above captioned property passed a resolution on 7th April, 2004 appointing M/s. Lokhandwala Kataria Constructions Private Limited, as the developer of the said property and the said resolution was passed at the meeting held at Ravindra Natya Mandir.
- xii. The said nine societies and the Shramik Ekta SRA Co-operative Housing Society Federation Ltd. entered into an Agreement for Development dated 12-5-2004 with M/s. Lokhandwala Kataria Construction Pvt. Ltd., (hereinafter referred to as the Developers") and executed Power of Attorney in favour of the Directors/Nominees of the said Developers.
- xiii Thereafter the Developers submitted the proposal to the SRA for obtaining approvals and sanction for redevelopment of the said property and on behalf of the Shramik Ekta Federation. The



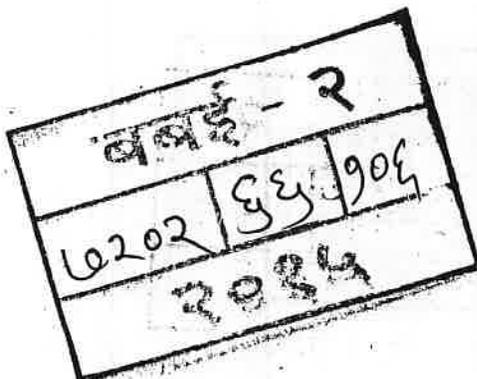
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Municipal Corporation of Greater Mumbai pursuant to their NOC letter dated 18-12-2004 bearing ref. no. AC/Estate/13866/SOC/SRA, the A.C.(estate) has granted their NOC and issued Annexure - II along with the certified copies of eligibility list of the slum dwellers of the said Federation vide its letter bearing reference no. AC/GS/245801Colony dated 21-12-2004.

xiv. Vide letter dated 13-4-2007 the Ministry of Environment and Forests (L.A. Division), Government of India has granted Environment Clearance of the project subject to the conditions mentioned therein.

xv. The said property also contained BMC transit tenants who were residing in dilapidated buildings and at the request of the BMC and the tenants, the Developers undertook to reconstruct the existing buildings of the BMC tenants and rehabilitate them in the newly constructed buildings. The Developers accordingly have also submitted the proposal for the reconstruction of the BMC transit tenants on plot bearing C.S. No.1 (pt.) at Lower Parel Division admeasuring 2168.07 sq.mtrs. The said proposal has been accepted by the BMC and has accordingly passed Annexure I]. The Annexure II states, III tenements existing on the proportion of the property. Further, the said property also contained Brain storm water channel, the Developers have undertaken to the BMC to rehabilitate all the slum dwellers in an project affected as a result of this Brain storm water project and the slum dwellers have accordingly vacated their structures.

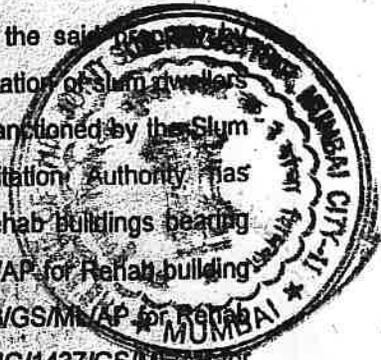


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Accordingly the Developers submitted plans for approval of the amalgamation of the schemes for better development of the slum dwellers on the said property. SRA vide its revised LOI approved the amalgamation of both schemes i.e. the BMC transit tenants and the Storm water affected slum tenements.

xvi. The Developers have got the layout plan and building plans approved and sanctioned for the constructions of buildings, out of which 10 buildings are to be constructed for providing permanent alternate accommodation to the eligible members of the said society and one multi storied high rise building for free sale as per the provisions of the said notification by the Slum Rehabilitation Authority. The SRA has approved the terms and conditions contained in its Letter of Intent dated 16-4-2005 bearing No.SRA/ENG/927/GS/ML/LOI and as per revised Letter of Intent dated 17-12-2009 and dated 18-12-2009.

xvii. The Developers are entitled to develop the said property by constructing thereon buildings for rehabilitation of slum dwellers and for Free Sale in terms of the plans sanctioned by the Slum Rehabilitation Authority. Slum Rehabilitation Authority has granted Intimation of Approval for the Rehab buildings bearing reference Nos. 1) SRA/ENG/1435/GS/ML/AP for Rehab building no. A dated 17.3.2007, 2) SRA/ENG/1436/GS/ML/AP for Rehab building no.B dated 17.3.2007, 3) SRA/ENG/1437/GS/ML/AP for Rehab building no.C dated 8.10.2010, 4) SRA/ENG/1438/GS/ML/AP for Rehab building no. D dated 8.10.2010, 5) SRA/ENG/2336/GS/ML/AP for Rehab building no.



104

बवई - २		
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E dated 8.10.2010, 6) SRA/ENG/2337/GS/ML/AP for Rehab building no. F dated 8.10.2010, 7) SRA/ENG/1456/GS/ML/AP for Rehab building no. G dated 8.10.2010, 8) SRA/ENG/1440/GS/ML/AP for Rehab building no. H dated 2.1.2006, 9) SRA/ENG/1439/GS/ML/AP for Rehab building no. I dated 2.1.2006 and 10) SRA/ENG/2338/GS/ML/AP for Rehab building no. J dated 8.10.2010 and the same has been revised by the Slum Redevelopment Authority. Further the Developers have received Commencement certificates for the 10 rehab buildings to be constructed for the slum dwellers bearing reference Nos. 1) SRA/ENG/1435/GS/ML/AP for Rehab building no. A dated 17.3.2007, 2) SRA/ENG/1436/GS/ML/AP for Rehab building no. B dated 13.7.2010, 3) SRA/ENG/1437/GS/ML/AP for Rehab building no. C dated 13.7.2010, 4) SRA/ENG/1438/GS/ML/AP for Rehab building no. D dated 29.7.2010, 5) SRA/ENG/2336/GS/ML/AP for Rehab building no. E dated 29.6.2010, 6) SRA/ENG/2337/GS/ML/AP for Rehab building no. F dated 29.6.2010, 7) SRA/ENG/1456/GS/ML/AP for Rehab building no. G dated 31.8.2010, 8) SRA/ENG/1440/GS/ML/AP for Rehab building no. H dated 6.7.2007, 9) SRA/ENG/1439/GS/ML/AP for Rehab building no. I dated 6.7.2007 and 10) SRA/ENG/2338/GS/ML/AP for Rehab building no. J dated 31.8.2010 and the same has been revised by the Slum Rehabilitation Authority. On the basis of the Commencement Certificate the Developers have commenced construction of the Rehab buildings.



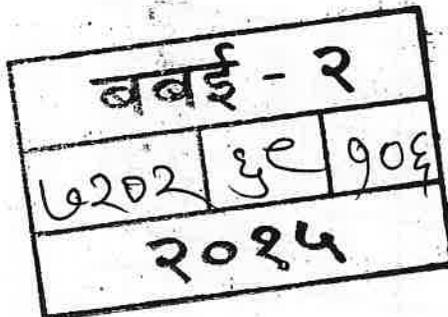
The Developers have obtained No Objection Certificate from

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Traffic Department.

- xix. As per the Development Remarks and Plan for the Greater Mumbai, the said property had various reservations and therefore No Objections had to be obtained from the authorities for the proposed redevelopment and location of the Dispensary & Municipal Maternity Home on the said property.
- xx. Relocation of slum dwellers on the captioned property as per the plans approved by the government authorities.
- xxi. The Developers have obtained sanction of building plans for the construction of free sale building to be known as "MINERVA" on the above property by the Slum Rehabilitation Authority under Intimation of Approval No. SRA/ENG/2375/GGS/ML/AP dated 7th May, 2010 and as per the revised Intimation of Approval dated 21st October, 2011.
- xxii) The Developers have also obtained Commencement Certificate for the sale building dated 5.10.2010 bearing reference No. SRA/ENG/2375/GS/ML/AP.
- xxiii) The Developers have executed simple mortgage dated 21st May, 2010 registered with Sub Registrar of Assurances at Mumbai under Sr. No. BBE3-5043 of 2010 to secure the Term Loan and other facilities from Bank of Baroda and United Commercial Bank on the security of the above property/project.



xxiv) The Developers have obtained NOC from the Municipal Corporation of Greater Mumbai under reference no. FB/HR/City/148 dated 13.10.2010 for the construction of High Rise Residential Building under section 33(10) and 33(14) of DC Regulations, 1991 in S.R. Scheme which has been amended by the said authority under reference no. FB/HR/City-123 dated 4.8.2011 and paid all requisite fees for the same.

xxv) The High Rise Committee as constituted by the Govt. in Urban Development Deptt. has accepted the Developers proposal for the High Rise Building on the said property subject to their terms and conditions as mentioned therein vide the MCGM letter no. CHE/HRB-245/DPWS of 3rd February, 2012.

3. Subject to what is stated hereinabove and subject to provisions of Development Control Regulations, 1991, I find the title of the above property clear and marketable. The Developers will become entitled to lease in respect of the above property under Development Control Regulation 33(10) either in favour of the Developers or their nominees including any Co-operative Society, Limited Company or Condominium of Apartments as the case may be.

Dated this 6th day of April, 2012.



Yours faithfully,

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ANNEXURE 'F'

LIST OF AMMENITIES

1. Ceramic/Italian Marble flooring in entire flat.
 2. Italian marble flooring, European / American branded sanitary ware and fitting, Modular Kitchen, Home Automation, Contemporary master bath Designed by various engineering company of Canada, UK, Singapore.
 3. Powder coated aluminum sliding windows.
 4. Good quality door latches and fittings.
 5. Bathroom and toilets fitted with quality sanitary ware and fittings and ceramic tiles flooring.
 6. Concealed plumbing and wiring.
 7. Good quality electrical switches.
 8. Telephone points in each flat.
 9. Automatic high speed lifts.
 10. Fire fighting system in the building.
 11. Cable T.V. points in each flat.
 12. Internet connections in all flats.
 13. Piped gas (at cost).
 14. Intercom security system for each flat connected to main security.
- Internal walls rendered with POP finish / gypsum finish.



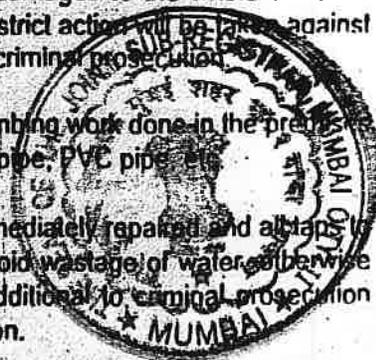
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ANNEXURE "G"

RULES & REGULATIONS

The Flat Purchaser is bound to observe the following Rules & Regulations very strictly to avoid any damage to the structure as well as to protect and prevent any misuse of the services provided to the building and also to maintain the Elevation of the Building.

- 1) He / She shall not alter / add any architectural/ structural designs or alter the external appearance of the premises as such act will be considered as illegal & liable for action in law.
- 2) He / She shall not fabricate/ install any type of grills (S.S. / R.C.C., M.S.) on the windows in outside elevation. Window grill if installed in the premises should be as per the approved design of Architect of the Builder in order to maintain the uniform nature and it should be fixed only from inside the window.
- 3) Not to fabricate / install any kind of bracket for drying clothes on the outer side of the flats or windows of the premises.
- 4) Not to fabricate / install any kind of bracket for plants including plant pots or planters of any nature outside the doors or windows of the premises.
- 5) Not to alter or modify the colour of the common passage area, staircase area and exterior painting.
- 6) Not to make any structural modification inside the flat and / or should not touch any structural member (RCC columns & beams). If anybody doing so will be responsible for any damages to the whole structure and rectification of the same and also strict action will be taken against such flat owner as available including criminal prosecution.
- 7) Not to alter or modify any external plumbing work done in the premises i.e. GI pipe connections, CI sewerage pipe, PVC pipe etc.
- 8) At all times leaking taps should be immediately repaired and all taps to be kept closed when not in use to avoid wastage of water, otherwise penalty of Rs.10,000/- minimum in addition to criminal prosecution will be charged to the concerned person.
- 9) Spitting is strictly prohibited in any area of the entire building and compound.
- 10) Not to put loud speaker or have function in the compound or basement or any open area available in the building or make any temporary mandaps.
- 11) No animal sacrifices and keeping cattle be permitted under any conditions within the building premises / compound.
- 12) Not to alter or construct on the parking space.



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- 13) Not to change the location of the toilet and kitchen and not to construct any additional toilet / kitchen in the flat.
- 14) Finishing work done in the Lobby, common areas, staircase area and passages should not be modified / altered.
- 15) Water proofing of toilets and kitchen sink area not be disturbed. If anybody desire to make any modification or alteration in the flat same can be done only on experts consent & permission of the Builder or guarantee in writing that they will take the responsibility to rectify if there is any leakage in future and they will be responsible for any damage and consequences to the premises due to such alteration.
- 16) Not to construct any additional walls on the levels.
- 17) Split unit of air conditioner should be placed within the alignment of provision provided for window A/c. and also provide adequate measures to avoid water dripping there from.
- 18) Not to construct mezzanine levels or lofts in any rooms of the flat
- 19) Common servant toilets provided on each level staircase mid landings are to be used/ maintained and kept clean by the respective level flat owners.
- 20) Changing the type / shape of windows or window frames or making the windows bigger or smaller is not permissible.
- 21) It is the responsibility of the flat owners to ensure safety and security of their belongings while moving / shifting into the flat and they further have to ensure that no damage whatsoever will be caused to the lift, lobby and staircase finishing work done. If any damaged caused due to material dumping or while shifting or found, same be rectified immediately at your own cost otherwise a penalty along with actual cost of rectification will be debited to them.
- 22) Common area & Refuge area are not allowed to be used other than the purpose for its specified.
- 23) If Flat Owner desire to appoint any Interior Contractor / Painting Contractor for further finishing work in flat, prior intimation to Builder in writing about their working schedule including total nos. of persons allowed to work in the flat so that they can inform the same to the Security Department in advance for their identification and access to the premises. Without prior permission, Security department will not allow them to enter in the premises.
- 24) No kind of ball game e.g. Cricket, Football, Hockey, etc. are allowed within the building premises / podium / car park area other than play area.
- 25) During the renovation work of flat stocking material and collecting debris outside the flat is strictly prohibited specially in passage, lift lobby (area, staircase area, etc. or anywhere in the building and compound other than the specified place on ground level



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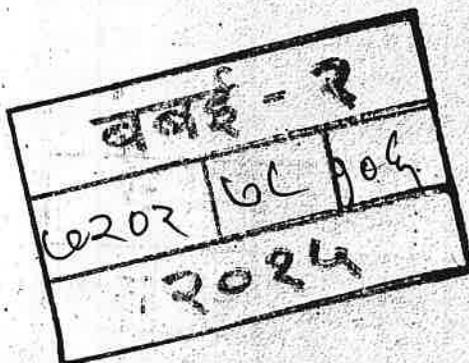
- 26) Nothing is permitted to be fixed in any of the plumbing ducts and void ducts of the building.
- 27) Decoration lights are not permitted on the Building Elevation or any Common Areas in the whole building.
- 28) Lift will not be allowed to use for lifting sand, cement, stone, etc., which will damage the lift as well as other finishing. If anybody doing so will be liable for penalty to ensure that no other people will repeat the same mistake.
- 29) Loose Debris will not be allowed to be taken through the lifts, or collected on lobby area, common area, refuge area, etc. Debris will remain in the flat till you directly bring to the designated dumping area as directed by the maintenance incharge/ Security incharge available at site and it should be removed out of the building premises within 24 hours.
- 30) All terrace flat owners will allow the maintenance people to do the maintenance and other common services to the building as and when required.
- 31) Further rules regarding the Owners' Gymnasium and Health Club will be given subsequently and will be amended by the Sellers from time to time.
- 32) Specific requirements of IGBC LEED India CS Certification :

- 1) Lighting for the internal area to be designed with over all power density less than 0.6 Watts/sq.ft.
- 2) Mercury contents should be less than 2mg for CFL lamps used for lighting.
- 3) The Residents will use Beuro of Energy Efficiency & BEE rated energy star (minimum 3 star or better) labeled electrical fittings and equipments including audio video system, mixer grinder, blender, fan, dryer, washing machine, refrigerator and air conditioner etc.
- 4) Residents will not be allowed to have Chloroflouro Carbon (CFC's) based refrigerant in air-conditioner.
- 5) Residents will use hydro chlorofluorocarbons (HCFC's) and hydrofluorocarbons. (HFC) for the refrigerant use for the fridge and Air Conditioners and fire suppression equipments.
- 6) The residents will segregate the waste and garbage at source as per the instruction from the facility management team to insure proper reissued recycling and disposal of the waste material which includes paper, card board, and food waste, glass, plastic and metal.

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- 7) The residents will use low volatile organic compound (VOC) paints Not exceeding 150gm/lit.
- 8) The residents will make sure the carpet VOC is not exceeding 0.5 mg/m² h and adhesive total VOC is less than 10 mg/m² h.
- 9) All water fixture to be used in the house hold like urinal tap, showers etc. are low flow fixture and incase of the replacement by the resident they will follow same or better technical specification to conserve the water.
- 10) Residents will use recycled content material for false ceiling, wood works etc. it reduces the impacts resulting from extraction and processing of new virgin materials and giving a new life to the recycled content material.
- 11) Residents will promote use of eco friendly vehicle and shared transport. Electrical charging points are provided in parking area for electrical battery operated vehicles.
- 12) Residents will strictly follow anyother specific requirements as per the IGBC LEED India C S certification.





General L.S.V. No. 694
महाराष्ट्र MAHARASHTRA
 15 JUN 2011
 Proper Officer

दि. 09 जुलै 2011
 क्रमांक: 38
 उच्च न्यायालय: मुंबई
 सर्वोच्च न्यायालय: मुंबई
 मंडळ: मुंबई

L 392096

**LOKHANDWALA KATARIA
 CONSTRUCTION (PVT.) LTD.**
 72, Gandhi Nagar,
 Dainik Shivner Marg,
 Worli, Mumbai - 400 018

IT T S SAWANT



POWER OF ATTORNEY

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TO ALL TO WHOM THESE PRESENTS SHALL COME, WE (1) MR. MOHAMMED A. LOKHANDWALA, (2) MR. MOIZ M. LOKHANDWALA AND (3) MR. ALIASGAR M. LOKHANDWALA being the Directors of LOKHANDWALA KATARIA CONSTRUCTION PVT. LTD. a company registered under the Companies Act 1956 having its office at 72, Gandhi Nagar, Dainik Shivner Marg, Worli, Mumbai - 400 018 SEND GREETINGS:



(Handwritten signatures)



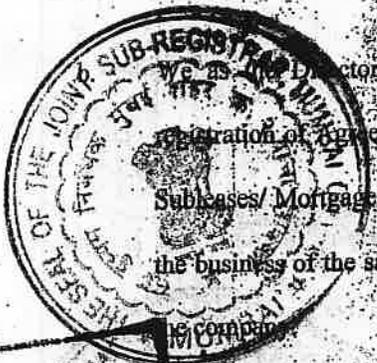
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WHEREAS:

a. We are in business of development under the name and style of M/s. Lokhandwala Kataria Construction Pvt. The aforesaid company is interalia in the business of developing of Slums under D.C.R. 33 (10).

Its Directors of the said company have to lodge and admit for registration of Agreements/ Conveyances/ Applications/ Indemnities/ Leases/ Subleases/ Mortgages and any other relevant papers/ proceedings required for the business of the said company for the purpose of the aforesaid business of



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Being unable to present personally and attend before the Sub-Registrar of Assurances, Mumbai for lodging and admitting registration of Agreements/ Conveyances/ Applications/ Indemnities/ Leases/ Subleases/ Mortgages and any other relevant papers/ proceedings required for the business of the said company, we are desirous of appointing some fit and proper person to attend the office of the Sub-Registrar of Assurances, Mumbai to lodge and admit for registration of Agreements/ Conveyances/ Applications/ Indemnities/ Leases/ Subleases/ Mortgages and any other relevant papers/ proceedings on behalf of the aforesaid company.

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NOW KNOW THESE PRESENTS WITNESS THAT WE (1) MR. MOHAMMED A. LOKHANDWALA (2) MR. MOIZ M. LOKHANDWALA AND (3) ALI ASGAR M. LOKHANDWALA Directors of M/s. Lokhandwala Kataria Construction Pvt. Ltd., do hereby jointly and severally nominate, constitute and appoint (1) MR. JAIKISHAN MANILAL PARMAR (2) MR. RAJESH LAXMAN CHAVAN (3) MR. DEVENDRA BHASKAR MATE (4) MR. BURHANUDDIN ABBASI KACHWALA jointly and severally to be our true and lawful Attorneys to act for us and on our behalf and to do all or any of the following acts, deeds, matters and things in our name and on our behalf as Directors of the aforesaid Company for the purpose expressed that is to say:

1. To lodge and admit for registration of Agreements/ Conveyances/ Applications/ Indemnities/ Leases/ Subleases/ Mortgages and any other relevant papers/ proceedings required for the business of the said company.

बवई - २	१
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2. To lodge and admit for registration of Agreements/ Conveyances/ Applications/ Indemnities/ Leases/ Subleases/ Mortgages and any other relevant papers/ proceedings required to be executed by or in favour of the aforesaid company and to lodge for registration all such deeds as required to complete the transaction.



3. To appear before the Sub-Registrar or go to the registration office or before any other authorities ever so often for the purpose of presenting the said

(Handwritten signatures and initials)



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बवई - २	
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documents and for admitting execution of the several documents & Deeds relating to the property situate at land bearing C.S. Nos. 1 (pt) & 2 (pt) of the Lower Local Division, J. R. Boricha Marg Off N.M. Joshi Marg, Mahalaxmi, Mumbai - 400 011 falling in G South Ward admeasuring about 28,328.79 Sq. Mts. in the Registration District and Sub-District of Bombay City.



Also for the better and more effectually doing, effecting and performing the several matters and things aforesaid to appoint from time to time or generally such person or persons as the attorney/s may thing fit as his substitutes to do, execute and perform all or any such matters and things as aforesaid and any such substitute or substitutes at pleasure to remove and to appoint or other in his or their place.

बबई - २
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AND IN GENERAL TO do all other acts, deeds, matters and things whatsoever particularly and generally which are required to be done for the

business of the said company and for all purposes to all intents and purposes

बबई - २
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as amply and effectively as we could do in our person

AND WHEREBY AGREE TO RATIFY and confirm all and whatsoever our said Attorney/s shall do or cause to be done by virtue of these presents in respect of the business of the said aforesaid company.

बबई - ३
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Handwritten signatures and scribbles.





IN WITNESS whereof the parties have put their respective hands on this 4th day of August 2011.

SIGNED SEALED AND DELIVERED BY) For LOKHANDWALA KATARIA CONSTRUCTION (PVT) LTD.
(1) MR. MOHAMMED A. LOKHANDWALA)
DIRECTOR OF M/s. LOKHANDWALA)
KATARIA CONSTRUCTION PVT. LTD.)

[Handwritten Signature]
Director

(2) MR. MOIZ M. LOKHANDWALA) For LOKHANDWALA KATARIA CONSTRUCTION (PVT) LTD.
DIRECTOR OF M/s. LOKHANDWALA)
KATARIA CONSTRUCTION PVT. LTD.)

[Handwritten Signature]
Director

(3) MR. ALIASGAR M. LOKHANDWALA) For LOKHANDWALA KATARIA CONSTRUCTION (PVT) LTD.
DIRECTOR OF M/s. LOKHANDWALA)
KATARIA CONSTRUCTION PVT. LTD.)



[Handwritten Signature]
Director

In the presence of
1) M. H. P. *[Handwritten Name]*
2) *[Handwritten Name]*

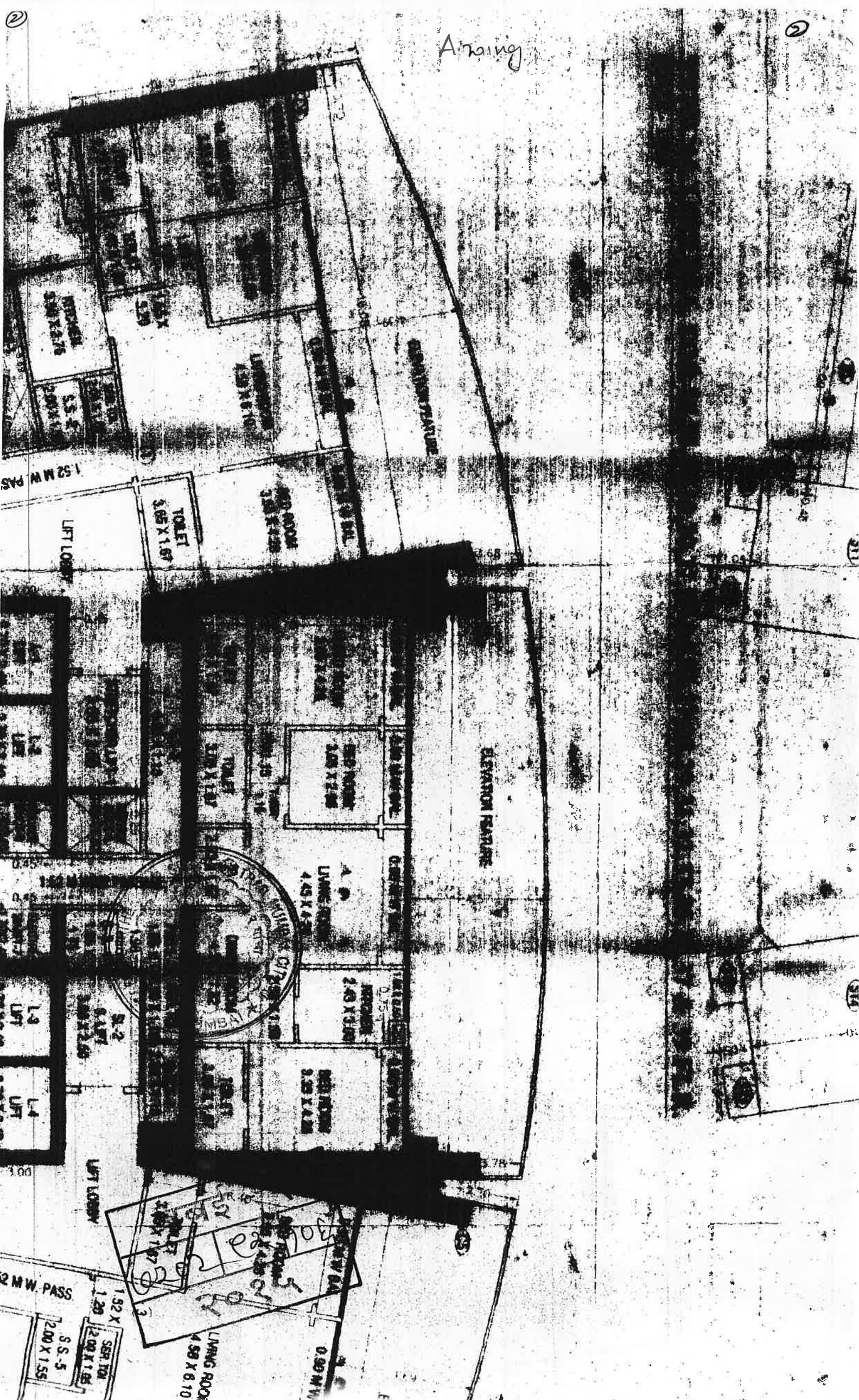
बबई - १	
७०७०	<i>[Handwritten]</i>
२०९९	

The Specimen Signature of the said MR. JAISHAN MANEAL PARMAR is as under:



बबई - २	
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२०१५	
बबई - २	
<i>[Handwritten]</i>	<i>[Handwritten]</i>
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Attaining

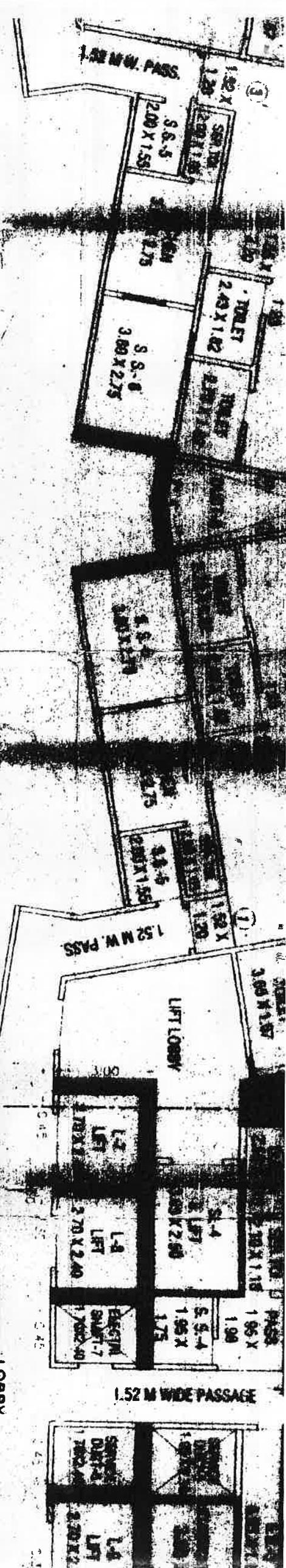




6202	es	906
5024		

WING - A1

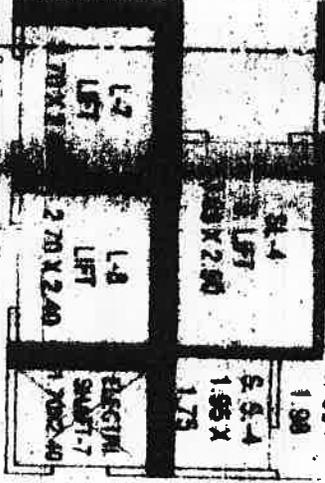
LOBBY



A

1.52 M W. PASS

LIFT LOBBY



1.52 M WIDE PASSAGE

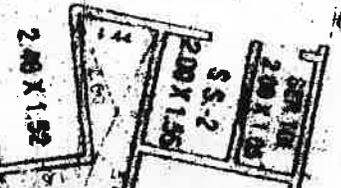
LOBBY

WING - A1



LIFT LOBBY

1.52 M W. PASS



LIVING ROOM 3.50 X 4.10



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ELEVATION FEATURE

गुरुवार, 23 जुलै 2015 12:58 म.नं.

दस्त गोषवारा भाग-1

बबइ2

दस्त क्रमांक: 7202/2015

909

दस्त क्रमांक: बबइ2 /7202/2015

बाजार मूल्य: रु. 4,81,31,500/- मोबदला: रु. 8,15,00,000/-

भरलेले मुद्रांक शुल्क: रु.40,75,200/-

दु. नि. सह. दु. नि. बबइ2 यांचे कार्यालयात

पावती:8377

पावती दिनांक: 23/07/2015

अ. क्र. 7202 वर दि.23-07-2015

सादरकरणाराचे नाव: अलीअसगर एम लोखंडवाला --

रोजी 12:55 म.नं. वा. हजर केला.

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 2120.00

पृष्ठांची संख्या: 106

दस्त हजर करणाऱ्याची सही:

एकुण: 32120.00

सह दुय्यम निबंधक, मुंबई-2

सह दुय्यम निबंधक, मुंबई-2

दस्ताचा प्रकार: करारनामा

मुद्रांक शुल्क: (एक) कोणत्याही महानगरपालिकेच्या हद्दीत किंवा स्थालगत असलेल्या कोणत्याही कटक क्षेत्राच्या हद्दीत किंवा उप-खंड (दोन) मध्ये नमूद न केलेल्या कोणत्याही नागरी क्षेत्रात

शिक्का क्रं. 1 23 / 07 / 2015 12 : 55 : 29 PM ची वेळ: (सादरीकरण)

शिक्का क्रं. 2 23 / 07 / 2015 12 : 56 : 15 PM ची वेळ: (फी)

प्रतिज्ञापत्र

*सदर दस्तऐवज हा नोंदणी कायदा १९०८ अंतर्गत असलेल्या तरतुदीनुसारच नोंदणीस दाखल केलेला आहे. * दस्तातील संपूर्ण मजकूर, निष्पादक व्यक्ती, साक्षीदार व सोबत जोडलेल्या कागदपत्रांची सत्यता तपासली आहे. * दस्ताची सत्यता, वैधता कायदेशीर बाबीसाठी दस्त निष्पादक व कबुलीधारक हे संपूर्णपणे जबाबदार राहतील

लिहून देणारे:

लिहून घेणारे:



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DATED THIS	DAY OF	20
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BETWEEN:

M/S. LOKHANDWALA KATARIA CONSTRUCTION PVT. LTD.
SELLERS

AND

MR. ALIASGAR M. LOKHANDWALA
BUYER

AGREEMENT FOR SALE OF

Flat numbered as 4703 in Wing A1 OF Building

LOKHANDWALA MINERVA
AT OFF. N.M. JOSHI MARG, MAHALAXMI

ADVOCATES & SOLICITORS: