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Mr. Anthony D'Souza

14,09,020/-

V.S. - 9702322024.

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5/7/2023

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**LODHA**  
**FIorenZA**

ASPERMENT FOR SALE



Wednesday, December 07, 2011

3:24:31 PM

Original

नोंदणी 39 म.

Regn. 39 M

पावती

पावती क्र. : 10279

दिनांक 07/12/2011

गावाचे नाव पी.एस.पहाडीगोरेगांव

दस्तऐवजाचा अनुक्रमांक वदर5 - 10274 - 2011

दस्ता ऐवजाचा प्रकार करारनामा

सादर करणाराचे नाव:अँथोनी डिसोझा - -

नोंदणी फी	:-	30000.00
नक्कल (अ. 11(1)), पृष्ठांकनाची नक्कल (आ. 11(2)), रुजवात (अ. 12) व छायाचित्रण (अ. 13) -> एकत्रित फी (87)	:-	1740.00
एकूण	रु.	31740.00

आपणास हा दस्त अंदाजे 3:39PM ह्या वेळेस मिळेल

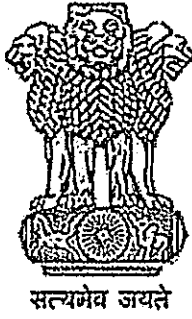
दुय्यम निबंधक  
बोरीवली 2 (कांदिवली)

बाजार मुल्य: 11418628 रु. मोबदला: 28524970 रु. दुय्यम निबंधक बोरीवली-2  
भरलेले मुद्रांक शुल्क: 1409020 रु. मुंबई उपनगर जिल्हा.

देयकाचा प्रकार :डीडी/घनाकार्याद्वारे;

बँकेचे नाव व पत्ता: बँक ऑफ इंडिया ;

डीडी/घनाकार्य क्रमांक: 120314; रक्कम: 30000 रु.; दिनांक: 05/12/2011



सत्यमेव जयते

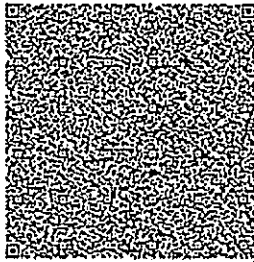
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Government of Maharashtra

e-Stamp



Certificate No. : IN-MH05422251119978J  
 Certificate Issued Date : 02-Dec-2011 05:40 PM  
 Account Reference : SHCIL (FI)/ mhshcil01/ VIKHROLI/ MH-MSU  
 Unique Doc. Reference : SUBIN-MHMHSHCIL0105828964920672J  
 Purchased by : ANTHONY DSOUZA  
 Description of Document : Article 25(b)to(d) Conveyance  
 Property Description : A 903 9TH FLOOR VENEZIA LODHA FIORENZA  
 Consideration Price (Rs.) : 2,85,24,970  
 (Two Crore Eighty Five Lakh Twenty Four Thousand Nine Hundred And Seventy only)  
 First Party : LODHA PRANIK LANDMARK DEVELOPERS PVT LTD  
 Second Party : ANTHONY DSOUZA  
 Stamp Duty Paid By : ANTHONY DSOUZA  
 Stamp Duty Amount(Rs.) : 14,09,020  
 (Fourteen Lakh Nine Thousand And Twenty only)



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Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs)
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilestamp.com"

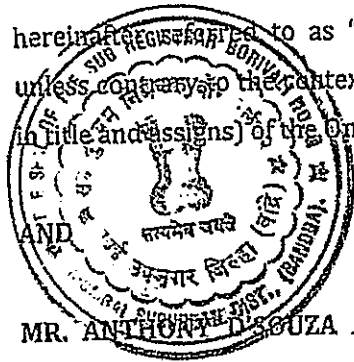


AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai 2<sup>ND</sup> day of DECEMBER, 2011

BETWEEN:

LODHA PRANIK LANDMARK DEVELOPERS PRIVATE LIMITED, a company incorporated under the Companies Act, 1956 and having its registered office at 216, Shah and Nahar Industrial Estate, Dr. E. Moses Road, Worli, Mumbai-400 018 hereinafter referred to as "THE BUILDER/DEVELOPER" (which expression shall unless contrary to the context or meaning thereof, mean and include their successors in title and assigns) of the One Part;



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MR. ANTHONY D'SOUZA AND MRS. FLORENCE D'SOUZA residing / having its address at 8/W, NAVROZ APARTMENT, BHULA BHAI DESAI ROAD, BREACH CANDY, MUMBAI - 400026 and assessed to Income Tax under Permanent Account Number (PAN) AAEPD3254H, AMXPD0041P hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors and administrators and assigns; (b) In case of a Partnership Firm, for the time being survivors or the last survivors of them and legal

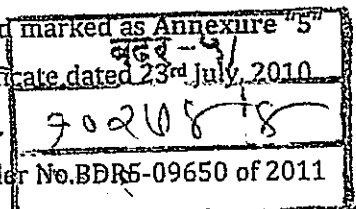
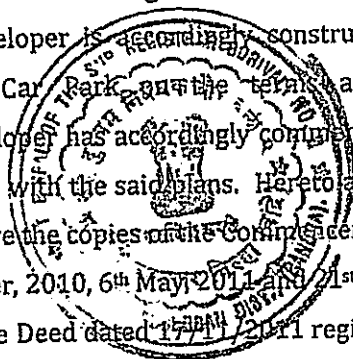
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heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) In case of a Company, or a body corporate or juristic entity, its successors and permitted assigns) of the Other Part;

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

**WHEREAS:-**

- A. The Builder/Developer is in its own right seized, possessed and otherwise entitled to the Larger Property. The brief chain of title of the Builder /Developer in respect of the Larger Property is set out in Annexure "1" hereto.
- B. Hub (as defined herein) and the Raheja Sherwood Complex (as defined herein) have been constructed and developed on the portion of the Larger Property.
- C. The Builder/ Developer is inter alia developing and constructing the Project including the Building on the said Property (as defined herein).
- D. By a letter bearing Serial No. CHE8846/BP (WS)/AP dated 24<sup>th</sup> August, 2006, the Executive Engineer, Building Proposal (W.S) 'P' Ward of Municipal Corporation of Greater Mumbai (MCGM) inter alia granted intimation of Disapproval (IOD) and approved the layout for the development of the Larger Property. The said IOD was revised on 29<sup>th</sup> June, 2010, 16<sup>th</sup> November, 2010, 11<sup>th</sup> March, 2011 and 16<sup>th</sup> July, 2011. Hereto annexed and marked as Annexure "4" collectively are the copies of the Intimation of Disapproval dated 24<sup>th</sup> August, 2006, 29<sup>th</sup> June, 2010, 16<sup>th</sup> November, 2010, 11<sup>th</sup> March, 2011 and 16<sup>th</sup> July, 2011.
- E. By a letter bearing Serial No. CHE/8846/BP(WS)/AP dated 23<sup>rd</sup> July, 2010, Executive Engineer, Building Proposal (W.S) 'P' Ward of Municipal Corporation of Greater Mumbai (MCGM) inter alia granted Commencement Certificate (CC) to the Builder/ Developer in respect of "Lodha Fiorenza". The said CC was revised on 16<sup>th</sup> November, 2010, 6<sup>th</sup> May, 2011 and 21<sup>st</sup> July, 2011. Pursuant to the letter of intent dated 14<sup>th</sup> September, 2010 the Chief Engineer, Municipal Corporation for Greater Mumbai inter alia granted to the Builder/ Developer the approval and the Builder/ Developer is accordingly constructing on a portion of the Property, Government Car Park, on the terms and conditions stated therein. The Builder/Developer has accordingly commenced construction of "Lodha Fiorenza" in accordance with the said plans. Hereto annexed and marked as Annexure "5" collectively are the copies of the Commencement Certificate dated 23<sup>rd</sup> July, 2010, 16<sup>th</sup> November, 2010, 6<sup>th</sup> May, 2011 and 21<sup>st</sup> July, 2011.
- F. By a Mortgage Deed dated 17/11/2011 registered under No.BDR5-09650 of 2011 on 17/11/2011 with the Office of the Sub-Registrar of Assurances and executed between the Builder/Developer as Mortgagor No. 1/ Company, Nirlon Limited as



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Mortgagor No. 2, (hereinafter referred to as the "Mortgagors") , and IL&FS Trust Company Limited as a Mortgagee, the Mortgagors have mortgaged inter alia the said Property on the terms, conditions and covenants stated therein.

- G. The Builder /Developer has engaged the services of architects and structural engineers for the preparation of the Structural design and drawings thereof and the construction of the Building/Project shall be under the professional supervision of the said architect and the structural engineer as required under the bye-laws of the local authorities, for the time being in force, till the completion of the Building.
- H. The copy of the Certificate of Title showing the nature of the title of the Builder/Developer to the said Property on which the Building is to be constructed, Copies of Plans and Specifications of the Building and the Residential Flat agreed to be purchased by the Purchaser and approved by the concerned local authority are hereto annexed and marked as Annexure "6" collectively.
- I. The Purchaser has approached the Builder/ Developer and applied for allotment of the Residential Flat (as defined herein) in the Building. The Purchaser has also demanded from the Builder/Developer and the Builder/Developer has furnished/given to the Purchaser inspection and wherever applicable, copies of documents relating to the title, the tentative location and building plans and the Purchaser has confirmed that the Purchaser is satisfied in all respects with regard to the title of the Builder/ Developer in respect of the said Property as well as any encumbrances if any and further in respect of the Residential Flat. The Purchaser confirms that the Purchaser waives his right to further investigate or raise any objection to the title of the Builder/Developer to the said Property and the competency of the Builder/ Developer to enter into this Agreement.
- J. Relying upon the said application and the representations and declarations made by the Purchaser, the Builder/ Developer has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Builder /Developer the Residential Flat at the price and on the terms and conditions hereinafter appearing.
- K. The Parties hereto are desirous of recording in writing the terms of this Agreement.

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

1. DEFINITION AND INTERPRETATION:

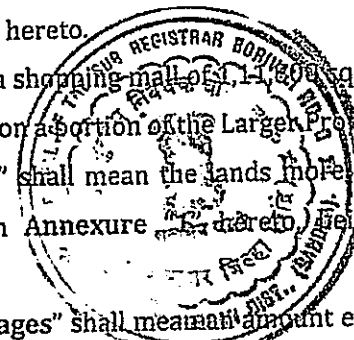
- A. "Agreement" shall mean Agreement together with the Schedules and Annexures hereto and any other deed and/or document (s) executed in pursuance hereof.



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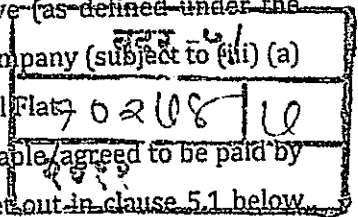
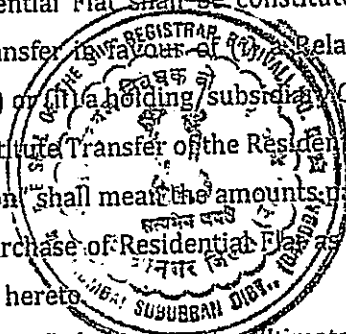
- B. "Approvals" shall mean and include all licenses, permits, approvals, sanctions and consents obtained/to be obtained from the competent authorities to develop the Property and/or the Project and/or sale/transfer of the Residential Flats/Building, approved plans for the same and those licenses, permits and consents as mentioned hereto.
- C. "Building" shall mean the multi-storied building as defined in Annexure "2" to be/ being constructed by the Builder/Developer on a portion of the said Property.
- D. "Buildings" shall mean several multi-storied buildings, being or proposed to be constructed on the portion of the said Property including the Building. The term Buildings shall also include the amenity or service or such other building or structures statutorily or otherwise required to be constructed by the Builder/ Developer.
- E. "Building Protection Deposit" shall mean an interest free refundable deposit of Rs 50,000/- (Rupees Fifty Thousand Only) payable by the Purchaser to the Builder/ Developer on or before the said Residential Flat is ready for fit outs.
- F. "CAM Charges" shall mean the common area maintenance charges payable by the Purchaser as may be determined by the Builder/Developer or the Facility Management Company.
- G. "Carpet Area" shall mean the carpet area of the Residential Flat including all passages, decks, balconies, service slabs, cupboards, niches and/or any other area which the Purchaser is exclusively entitled to use. Such carpet area is calculated on bare shell basis, prior to application of any finishes / finishing material and is subject to tolerance of +/- 2% on account of structural, design and construction variances.
- H. "Common Areas and Amenities" shall mean the common areas and amenities as are available to and /or in respect of the Residential Flat/Building/Project, as the case may be and more particularly described in the Annexure "3" hereto.
- I. "Hub" shall mean a shopping mall of 1,10,000 sq.ft. built-up area consisting of six floors standing on a portion of the Larger Property.
- J. "Larger Property" shall mean the lands more particularly described in the First Schedule in Annexure 1 hereto, being a portion of the Nirlon Property.
- K. "Liquidated Damages" shall mean an amount equivalent to 10% of the Total Consideration as defined under this Agreement.
- L. "Project" shall mean the construction and development of one or several buildings consisting of residential, commercial and Government Car Parks on the said Property to be known as "Lodha Fiorenza".



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- M. "Raheja Property" shall mean property admeasuring 8537 sq. mtrs or thereabouts forming part of the Larger Property.
- N. "Raheja Sherwood Complex" shall mean multi-storied residential buildings constructed by K. Raheja Universal Private Limited now known as Raheja Universal Limited on the Rajeha Property standing on a portion of the Larger Property.
- O. "Refund Amount" shall mean the Total Consideration or part thereof paid by the Purchaser hereunder after deducting therefrom the Liquidated Damages and any other amount and dues payable by the Purchaser to the Builder/Developer.
- P. "Residential Flat" shall mean a Residential Flat and/or Sky Villa in the Building and the details thereof are given in Annexure "2" hereto.
- Q. "Society and Other Charges" shall mean the Society and Other Charges payable by the Purchaser in respect of the Residential Flat/Property set out in Annexure "2" hereto towards and including layout deposits, IOD deposits or permanent deposits, water connection charges, electricity charges, betterment charges, development charges, gas connections charges, internet connection deposits, Telephone connection deposits, taxes, cess, levies and charges but shall not include CAM Charges, Property Taxes, Club Charges.
- R. "The said Property" or "the Property" shall mean the lands more particularly described in the Second Schedule in Annexure "1" hereto.
- S. "Transfer of the Residential Flat" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of (i) the Residential Flat or the interest therein and/or (ii) the benefit of this Agreement and/or (iii) (a) in case the Purchaser is a Company, directly or indirectly, (i) the change in control and/or (ii) Management and/or (iii) shareholding of not less than 25%, of the Company or its holding (b) in case the Purchaser is a Partnership Firm or an LLP, the change in constitution thereof. The term "Transfer" in respect of the Residential Flat shall be constituted liberally. It is however, clarified that the Transfer in favour of Relative (as defined under the Companies Act, 1956) or (i) a holding/subsidiary Company (subject to (iii) (a) above) shall not constitute Transfer of the Residential Flat.
- T. "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Residential Flat as set out in clause 5.1 below and in Annexure "2" hereto.
- U. "Ultimate Organization" shall mean the Ultimate Organization to be formed in the manner contemplated herein.



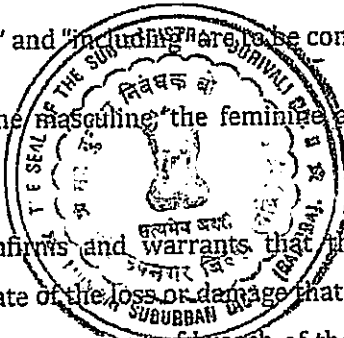
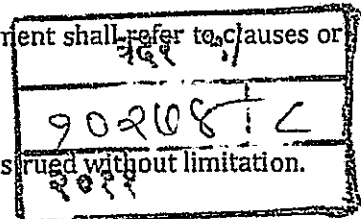
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2. **RULES FOR INTERPRETATION**

In this Agreement where the context admits:-

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-
- Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
  - All statutory instruments or orders made pursuant to a statutory provision; and
  - Any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.
- 2.4 References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- 2.5 Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6 Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.7 The words "include" and "including" are to be construed without limitation.
- 2.8 Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.9 The Purchaser confirms and warrants that the Liquidated Damages is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Builder / Developer on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Builder/ Developer, the ability or inability of the Builder / Developer to resell the Residential Flat, among others. The Purchaser waives his right to raise any objection to the

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payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.

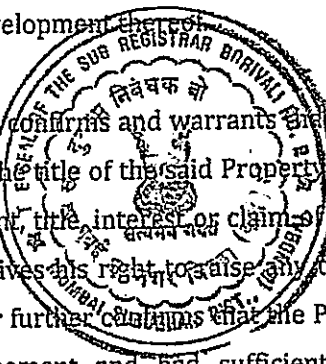
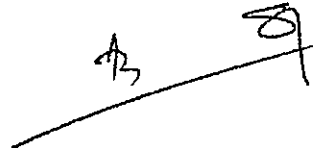
- 2.10 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.
- 2.11 The Builder/ Developer and the Purchaser are referred to herein individually as a "Party" and collectively as the "Parties".
3. The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

4. DISCLOSURES AND TITLE

4.1 The Purchaser hereby declares and confirms that before the execution of this Agreement, the Builder/Developer has made full and complete disclosure of the title to said Property and the Purchaser has taken full, free and complete inspection and has satisfied himself/herself/themselves of particulars and disclosures of the following:-

- a) Nature of the Builder/Developer's title to the said Property, the development thereof and all encumbrances, if any, thereto, along with all the relevant documents.
- b) The drawings, plans and specifications in respect of the Building.
- c) Nature and particulars of fixtures, fittings and amenities to be provided in the residential flat.
- d) All particulars of designs and materials to be used in construction of the Residential Flat and the Building.
- e) The Approvals obtained and to be obtained in relation to the Property and/or the development thereof.

4.2 The Purchaser further confirms and warrants that the Purchaser has satisfied himself in respect of the title of the said Property as well as encumbrances, if any, including any right, title, interest or claim of any other party to or in the said Property and waives his right to raise any queries or objections in that regard. The Purchaser further certifies that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser further confirms that the queries raised by him with regard to the Residential Flat, the Building, the Project and the terms hereof have been responded to by the Builder

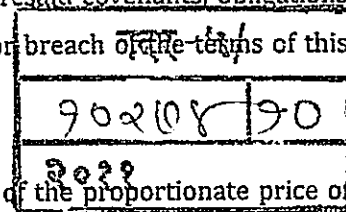
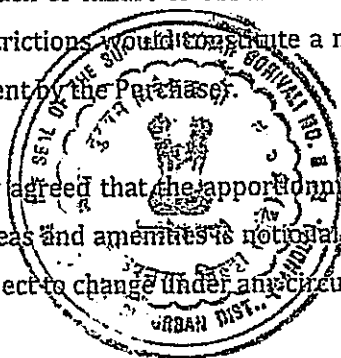

  


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/Developer. The Purchaser confirms that the Purchaser has been suitably advised by his advisors and well wishers and that after fully understanding and accepting the terms hereof, the Purchaser has decided and agreed to enter into this Agreement.

5. AGREEMENT TO SELL AND CONSIDERATION

- 5.1 The Purchaser hereby agrees to purchase/acquire from the Builder/ Developer and the Builder/ Developer hereby agrees to sell to the Purchaser, the Residential Flat at and for an aggregate lump sum consideration of the Total Consideration set out in Annexure "2" hereto and subject to terms and conditions mentioned herein or in the Approvals issued/granted by the relevant authorities. The Total Consideration is exclusive of any sums or amounts including cess, levies, fees, deposits, CAM charges, taxes or premiums of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the Residential Flat or otherwise, now or in future. The Purchaser confirms and agrees that all such sums and amounts including taxes, cess, levies, fees, premiums, deposits and CAM charges shall be solely borne and paid by the Purchaser and the Purchaser agrees to pay the same when due or demanded, without any demur, objection or set off.
- 5.2 The said Total Consideration shall be paid in installments to the Builder/ Developer from time to time and in the manner more particularly described in Annexure "2" hereto, time being of the essence. It is specifically agreed that the Builder/Developer has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser shall:-
- (i) Make payment of the installments as stated in Annexure "2" hereto, without any delay or demur for any reason whatsoever and
  - (ii) Observe all the covenants, obligations and restrictions stated in this agreement, in letter and spirit and
  - (iii) Any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this agreement by the Purchaser.
- 5.3 It is specifically agreed that the apportionment of the proportionate price of the common areas and amenities is notional and the said composite purchase price is not subject to change under any circumstance whatsoever.
- 5.4 It is clarified and the Purchaser accords his irrevocable consent that any payment made by the Purchaser to the Builder / Developer hereunder shall,



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notwithstanding any communication to the contrary, be appropriated in the manner below :

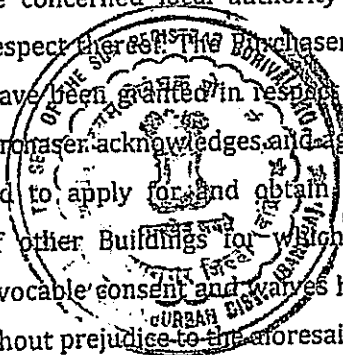
- (a) Firstly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration,
- (b) Secondly, towards interest on the amounts (including Total Consideration) payable hereunder and
- (c) Finally towards Total Consideration and the charges and other amounts payable hereunder.

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

6. CONSTRUCTION AND DEVELOPMENT

- 6.1 The Builder/ Developer shall, subject to the terms hereof, construct the Building in accordance with the approvals and/or plans, designs and specifications as approved by the concerned local authority and observe, perform and comply with all the terms, conditions, stipulations and restrictions imposed by the concerned local authority while sanctioning plans in the matter of construction of the additional floors over and above existing. The Purchaser is aware that while the Builder/Developer has obtained some of the Approvals certain other Approvals are awaited. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives, his right to raise any such objection, in that regard. The Parties 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 at the time of sanctioning the said plans or thereafter and the Builder/ Developer shall, obtain from the concerned local authority occupation and/or completion certificates in respect thereof. The Purchaser is aware and understands that the approvals have been granted in respect of some of the Buildings of the Project. The Purchaser acknowledges and agrees that the Builder/Developer shall be entitled to apply for and obtain approvals for construction and development of other Buildings for which the Purchaser unconditionally accords his irrevocable consent and waives his right to raise any objection in that regard. Without prejudice to the aforesaid, the Purchaser hereby confirms that the Builder/Developer shall be entitled to amend and modify the plans of the Building or the Residential Flat, provided that such amendment/modification shall not result in reduction in the area thereof. It is

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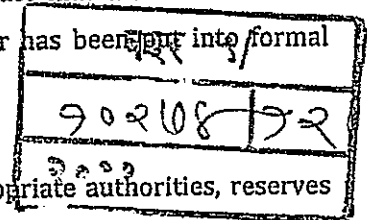
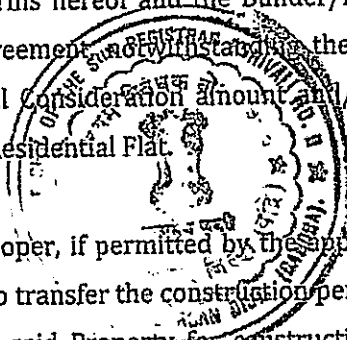


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clarified that in the event, the final area of the Residential Flat is more than the area agreed to be provided, the Purchaser agrees and undertakes to pay additional consideration to the Builder/Developer for such excess area on pro rata basis, based on the Total Consideration stated in clause 5.1 hereinabove. The Total Consideration is free of any escalation, provided that in case the cost of inputs increases by more than 10%, then the Total Consideration shall stand increased by an amount equal to the quantum of the increase in cost of inputs beyond 10%. The increase in cost of inputs shall be determined as per the input price index of construction material on a pro rata basis. The Purchaser hereby agrees and undertakes to pay such amounts to the Builder/Developer within 7 days from the receipt of the demand in writing in that regard, time being of the essence.

6.2 The Builder/Developer reserves to itself, without any demur or objection of the Purchaser, the right to lay out further additional construction on the said Property. The Purchaser is aware that the Builder/Developer is developing and constructing the Building on the said Property and may construct further upper floors on the Building and/or the buildings on the said Property, as aforesaid, by using the available and/or acquired FSI/TDR/any other available means of development. The Purchaser hereby accords his unconditional and irrevocable consent to the Builder/Developer for the construction of the buildings and additional upper floors on the Building. The Purchaser has no objection and undertakes not to raise any objection and the rights of the Purchaser to make any such claims and the rights if any in this regard shall be deemed to have been waived. The Builder/Developer shall, however, ensure that the free ingress to and egress of the Purchaser from the Residential Flat is not adversely affected. It is further agreed that in the event the Purchaser dispute the rights of the Builder/Developer and/or objects to construction of such additional floors on the Building or the Buildings, then it shall constitute a breach of the terms hereof and the Builder/Developer shall have right to terminate this Agreement ~~and~~ <sup>with</sup> ~~standing~~ <sup>to the</sup> fact that the Purchaser has paid the said Total Consideration amount and/or has been put into formal possession of the Residential Flat.

6.3 The Builder/Developer, if permitted by the appropriate authorities, reserves to itself the right to transfer the construction permissible on the said Property or transfer to the said Property for construction permissible on any other property and lay out such construction accordingly at any time. The Purchaser hereby accords his irrevocable consent to the same and undertakes not to



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raise any objection to such construction by the Builder/Developer and waives his rights in that regard.

- 6.4 The Builder/Developer shall be at liberty and is entitled to complete any portion/floor/wing/part of the Building and apply for and obtain Part Occupation Certificate therefore. When offered, the Purchaser shall be obliged and undertakes to take possession of the Residential Flat on the basis of such Part Occupation Certificate which relates to the Residential Flat. In such an event, the Builder/Developer shall, without any hindrance or objection by the Purchaser, be entitled to carry out by itself or through its Contractors or otherwise the remaining work in respect of the Building and/or the project even if the same causes any nuisance and annoyance to the Purchaser.
- 6.5 The Purchaser agrees that till such time the Conveyance of the said Property in favour of the Ultimate is conveyed in favour of the Ultimate Organization, the is executed, the Builder/Developer shall retain with itself all the rights on the terrace, in the compound and on the Building either by themselves or through their nominee(s) or assignees as the case may be. Subject to the aforesaid, the Builder/Developer shall be at absolute liberty to allot/assign the said right to such person/s in the manner as they may deem fit and proper. Unless specifically provided herein or by a separate agreement, deed and/ or writing in favour of the Purchaser, the Purchaser shall not be entitled to the benefit of such rights. Subject to the aforesaid, the Purchaser further agrees that the Builder/Developer shall be entitled to exclusively exploit commercially the restricted amenities including but not limited to installing on the terraces of the Building and/or on the Said Property antennae of various telecom and other service providers and the Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. Provided that after execution of Conveyance in favour of the Ultimate Organisation, the Builder/Developer shall transfer/assign the benefit of revenues arising from commercial exploitation of such common amenities.

7. **SECURITIZATION OF TOTAL CONSIDERATION**

The Purchaser hereby accords/grants his irrevocable consent to the Builder/Developer to securitize the Total Consideration and/or part, thereof and the amounts receivable by the Builder/Developer hereunder and to assign to the Banks / Financial Institutions the right to directly receive from the Purchaser the Total consideration / or part thereof hereunder. The Purchaser upon receipt of any such intimation in writing by the Builder/Developer

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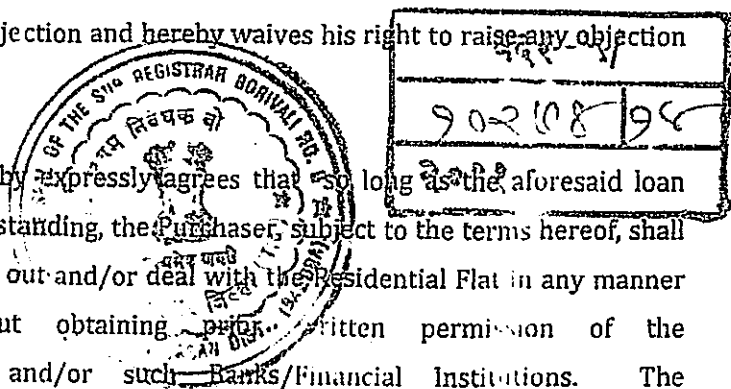
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agrees and undertakes, to pay without any delay, demur, deduction or objection to such Bank / Financial Institutions, the Total Consideration or part thereof and/or the amounts payable herein. The Builder/Developer covenants that the payment of such balance Total Consideration or part thereof in accordance with the terms hereof, by the Purchaser to the Bank / Financial Institutions, shall be a valid payment of consideration or part thereof and discharge of his/her/its obligations hereunder.

**8. LOANS AGAINST THE RESIDENTIAL FLAT:**

8.1 It is hereby expressly agreed that notwithstanding that the Purchaser approaches/has approached any Banks/Financial Institutions for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Residential Flat to the Builder/Developer and/or mortgaged/mortgage the Residential Flat with such Banks/Financial Institutions (which is to be subject to issuance by the Builder/Developer of a No-Objection Letter in favour of such Banks/Financial Institutions) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the Builder/Developer shall not be liable or responsible for the repayment to such Banks/Financial Institutions of any such loan amount or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the Residential Flat and payment of charges to banks, institutions shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts (including total consideration, contribution, CAM Charges and Property Tax) payable hereunder have not been paid, the Builder/Developer shall have a lien on the Residential Flat to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

8.2 The Purchaser hereby expressly agrees that so long as the aforesaid loan remains unpaid/outstanding, the Purchaser, subject to the terms hereof, shall not sell, transfer, let out and/or deal with the Residential Flat in any manner whatsoever without obtaining the written permission of the Builder/Developer and/or such Banks/Financial Institutions. The Builder/Developer shall not be liable or responsible for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the said loan. It shall be the responsibility of the



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Purchaser to inform the Ultimate Organization about the lien/charge of such Banks/Financial Institutions and the Builder/Developer shall not be liable or responsible for the same in any manner whatsoever.

- 8.3 The Purchaser shall indemnify and keep indemnified the Builder/Developer and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Builder/Developer and its successors and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Residential Flat. Notwithstanding the provisions hereof, the Purchaser hereby agrees and undertakes that the Builder/Developer shall have first lien/charge on the Residential Flat towards all the claims, costs, charges, expenses and losses etc. of the Builder/Developer and the Purchaser further undertakes to reimburse the same to the Builder/Developer without any delay, default or demur.

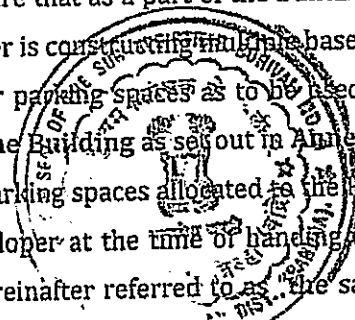
9. HOME AUTOMATION

The Builder/Developer is also providing Home Automation and Electrical Systems, as mentioned in the List of Amenities. The Purchaser is aware the Builder/Developer is not the manufacturer of these systems and appliances. The Builder/Developer does not warrant or guarantee the use, performance or otherwise of these systems/appliances. The Parties hereto agree that the Builder/Developer is not and shall not be responsible or liable in connection with any defect or the performance/non performance or otherwise of these systems/appliances.

10. CAR PARKING

The Purchaser is aware that as a part of the Building and a common amenity, the Builder/Developer is constructing multiple basements and podiums which consist of several car parking spaces as to be used by the Purchasers of the residential flats of "the Building as set out in Annexure "2" hereto. The exact location of the Car Parking spaces allocated to the Purchaser shall be finalized by the Builder/Developer at the time of handing over the possession of the Residential Flat. (hereinafter referred to as "the said Car Parking Spaces"). The Purchaser is aware that the Builder/Developer has in the like manner allocated and shall be allocating other car parking spaces to several purchasers of the residential flats in the Building and the Purchaser undertakes not to raise any objection in that regard and the rights of the

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Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby accords his irrevocable and unconditional consent to the Builder/Developer to allocate the other car parking spaces to the purchasers of the respective residential flats in the Building. The Purchaser hereby confirms warrants and undertakes to use the car parking spaces so allocated to him for the purpose of the parking of car only, and not otherwise. The Purchaser hereby further warrants and confirms that the Purchaser shall upon formation of the Ultimate Organization and/or Conveyance, as contemplated herein, cause such Ultimate Organization to confirm and ratify and shall not and/or shall cause the Ultimate Organization not to alter or change the allocation of car parking spaces in the manner allocated by the Builder/Developer to the various purchasers (including the Purchaser herein) of the Residential Flats in the Building.

**11. REGISTRATION**

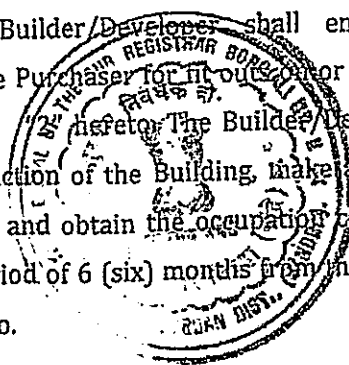
It shall be the responsibility of the Purchaser to immediately after execution of this Agreement, at his/her/its own cost and expenses, lodge the same for the registration with the Sub-Registrar of Assurances. The Purchaser shall forthwith inform the Builder/Developer the serial number under which the same is lodged so as to enable the representative of the Builder/Developer to attend the office of the Sub Registrar of Assurances and admit execution thereof. The Builder/Developer may extend assistance/co-operation for the registration of this agreement, at the cost and expense of the Purchaser. However, the Builder/ Developer shall not be responsible or liable for any delay or default in such registration.

**12. FIT OUTS AND POSSESSION**

12.1 Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Builder/Developer shall endeavor to provide the Residential Flat to the Purchaser for fit out or before the Fit Out Date as set out in Annexure 2 hereto. The Builder/Developer shall endeavor to complete the construction of the Building, make available the key Common Areas and Amenities and obtain the occupation certificate in respect of the Building within a period of 6 (six) months from the Fit out Date as set out in Annexure "2" hereto.

12.2 The Builder/Developer shall be entitled to a grace period of 9 (Nine) months beyond the aforesaid dates mentioned in clause 12.1 above respectively.

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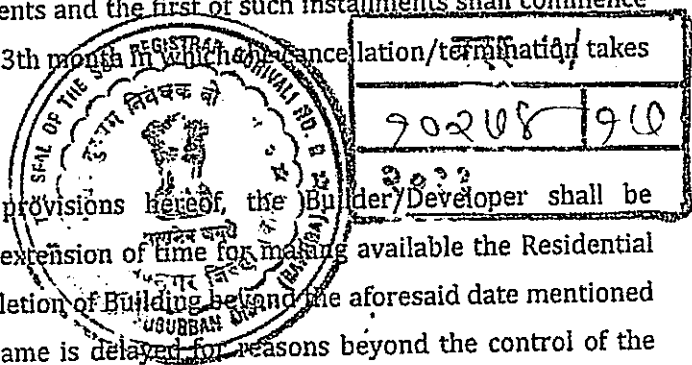
12.3 In the event, the Builder/Developer fails to make available the Residential Flat to the Purchaser for fit-outs or complete the Building, as the case may be, beyond the expiry of the aforesaid grace period of 9 (Nine) months, the Purchaser may, by giving notice in writing to the Builder/Developer elect to terminate this Agreement and in such event, the Builder/Developer shall be liable to refund to the Purchaser the Total Consideration or part thereof paid by the Purchaser in respect of the Residential Flat with simple interest at 9 percent per annum from the date of payment of each installment of the Total Consideration or part thereof till the date of such termination. The repayment of such amounts shall be made by the Builder/Developer in 12 equal installments and the first of such installments shall commence from the expiry of the 13th month in which the cancellation/termination takes place. In the event of such termination under this clause neither Party shall have any other claim, against the other, in respect of the Residential Flat or arising out of this Agreement and the Builder/Developer shall be at liberty to sell and dispose of the Residential Flat to any other person at such price and upon such terms and conditions as the Builder/Developer may deem fit and proper.

12.4 If as a result of any legislative order or regulation or direction of the Government or Public authorities, the Builder/Developer is unable to provide the Residential Flat for fit-outs or complete the Building and/or give possession of the Residential Flat to the Purchaser within the time as prescribed in clause 12.1 and 12.2 above, the Builder/Developer may by notice in writing terminate this Agreement and the only responsibility and liability of the Builder/Developer in such an event will be to pay over to the Purchaser such consideration or as may have been paid by the Purchaser with simple interest thereon @ 9% per annum from the date of payment of each installment to the date of notice of termination by the Builder/Developer. The repayment of such amounts shall be made by the Builder/Developer in 12 equal monthly installments and the first of such installments shall commence from the expiry of the 13th month in which the cancellation/termination takes place.

12.5 Notwithstanding the provisions hereof, the Builder/Developer shall be entitled to reasonable extension of time for making available the Residential Flat for fit out or completion of Building beyond the aforesaid date mentioned in clause 12.1, if the same is delayed for reasons beyond the control of the Builder/Developer including on account of:-

- (i) Non-availability of steel, cement, other Building material, water or electric supply.

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- (ii) Labour problems, shortage of water supply or electric power or by reason of any act of God if non delivery of possession is as a result of any notice, order, rule or notification of the Government and/or any other public or Competent authority or of the court or on account of delay in issuance of NOC's, Licenses, Occupation Certificate etc. or non availability of essential amenities, services and facilities such as lifts, electricity and water connections or sewage or drainage lines or for any other reason technical or otherwise or for any reason beyond the control of the Builder/Developer.
- (iii) Economic Hardship.
- (iv) Delay in receipt of documents and/or Approvals.

12.6 The Purchaser shall take formal possession of the Residential Flat within (15) fifteen days of the Builder/Developer giving written notice to the Purchaser intimating that the Residential Flat is ready for use and occupation. In the event the Purchaser fails and /or neglects to take formal possession of the Residential Flat within the said period, the Purchaser in addition to the CAM Charges, be liable to pay to the Builder/Developer compensation calculated at the rate of Rs. 10/- per sq. ft of the carpet area per month or part thereof from the Fit-out date till such time the Purchaser takes possession of the Residential Flat. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession from the expiry of the 15<sup>th</sup> day of the date of the said written notice and this date shall be deemed to be the "Date of Possession". The Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Residential Flat from the expiry of 15 (Fifteen) days from the Fit-Out Date.

13. **DEFECT LIABILITY**

If within a period of 12 months from the date of making available the Residential Flat to the Purchaser for fit outs, the Purchaser brings to the notice of the Builder/Developer any defect in workmanship of the Residential Flat or the material used thereon (unless caused by or attributable to the Purchaser) shall be rectified by the Builder/Developer at their own costs. In the case it is not possible to rectify such defects then the Purchaser shall be entitled to receive from the Builder/Developer reasonable compensation for rectifying such defect, based on the estimated cost of rectifying such defect as may be determined by the Project Architect of the Builder/ Developer. Provided that the liability of the Builder/Developer under this clause shall not exceed Rs. 5,00,000/- (Rupees Five Lakhs only).

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14. SET OFF / ADJUSTMENT

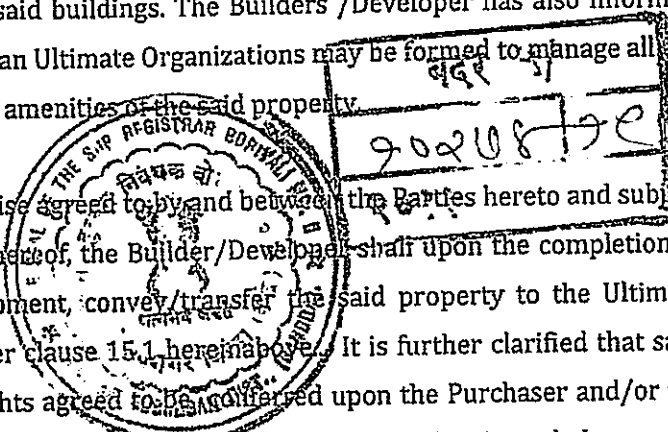
The Purchaser hereby grants to the Builder/Developer the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Builder/Developer including the Consideration, the said Charges, interest and/or Liquidated Damages from the amounts if any, payable by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

15. ULTIMATE ORGANIZATION

15.1 The Purchaser along with other Purchasers of the Residential Flats in the Building shall upon the completion of the Project, join in forming and registering the Ultimate Organization to be known by such name as the Builder/Developer may in its sole discretion decide for this purpose and from time to time sign and execute the application for registration and other papers and documents necessary for the formation and the registration of the Ultimate Organization and duly fill in, sign and return to the Builder/Developer within 7 days of the same being forwarded by the Builder/Developer to the Purchasers, so as to enable Builder/Developer to register the Ultimate Organization of the Residential Flat Purchasers.

15.2 The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of Building and/or Ultimate Organization shall not be changed without the prior written consent of the Builder/Developer. The Purchaser is also aware for various other buildings to be constructed on the said property, various such ultimate organizations may be formed as per the terms decided between the Builder/Developer and the purchasers in the said buildings. The Builders /Developer has also informed the Purchaser that an Ultimate Organizations may be formed to manage all the common areas and amenities of the said property.

15.3 Unless it is otherwise agreed to by and between the Parties hereto and subject to the provisions hereof, the Builder/Developer shall upon the completion of the entire development, convey/transfer the said property to the Ultimate Organization as per clause 15.1 hereinabove. It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organization, no other rights are contemplated or intended agreed to be conferred upon the Purchaser or the Ultimate Organization, in respect of the Residential Flat, the Building or the said Property and in this regard the



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Purchaser for himself and/or the Ultimate Organization, waives all his rights and claims and undertakes not to claim and cause the Ultimate Organization not to claim any such right in respect of Building or the said Property.

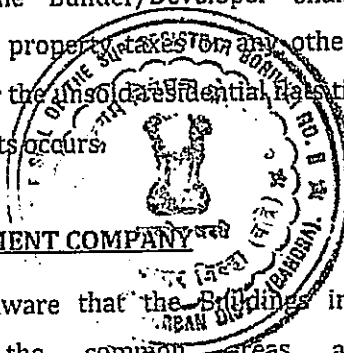
15.4 It is clarified and the Purchaser agrees and understands that irrespective of the possession of the Residential Flat being given to the Purchaser and/or the management being given to the ad-hoc committee of the Residential Flat Purchasers and/or Conveyance of the said property being conveyed to the Ultimate Organization, as the case may be, the rights under this Agreement reserved for the Builder/Developer including for exploiting the potentiality of the said Property shall be subsisting and shall continue to vest in the Builder/Developer and the Purchaser in this regard for himself, the Ultimate Organization waives all his rights in that regard and undertakes and/or cause the Ultimate Organization not to claim any such rights till the Deed of Conveyance or such other document is executed conveying the said Property in favour of any Ultimate Organization.

15.5 The Builder/Developer hereby agrees that they shall before handing over possession of the Residential Flat to the Purchaser and in any event before execution of a Deed of Conveyance in favour the Ultimate Organization, as contemplated herein, make full and true disclosure of the nature of the title to the Said Property as well as encumbrances and/or claims, if any in/over the said Property. The Builder/Developer shall, as far as practicable, ensure that upon such Conveyance/Assignment of Lease of the said Property in favour of the Ultimate Organization, is as far as practicable free from encumbrances. The Ultimate Organisation shall bear and pay all out of pocket expenses including stamp duty and registration charges, if any and the professional fees of the advocates engaged for the aforesaid purpose.

15.6 It is agreed that in the event that the Ultimate Organization has been formed but there is/are Residential Flat/s in the Project that are not sold by the Builder/Developer, the Builder/Developer shall not be liable to pay maintenance charges, property taxes or any other charges/expenses of any nature whatsoever for the unsold Residential flats till such time that the sale of the said residential flats occurs.

16. FACILITY MANAGEMENT COMPANY

16.1 The Purchaser is aware that the Buildings including the Building and maintenance of the common areas and amenities of the Building/Project/Property the provision of services including the Club shall be managed by a Facility Management Company (FMC) appointed by the



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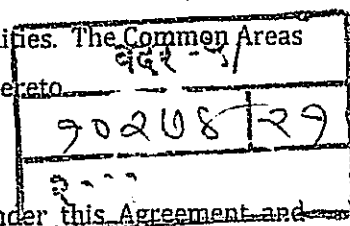
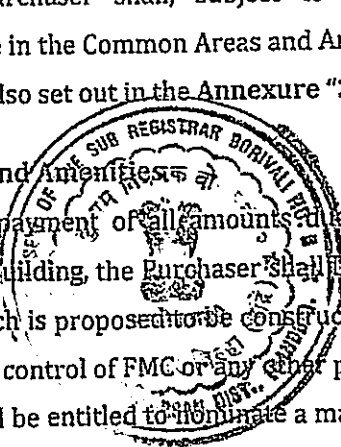
Builder/Developer for a period ending upto 60 months commencing from the completion of the Project and any period thereafter, which may be decided by the Ultimate Organization. The Purchaser alongwith the other purchasers of the residential flats and the Project shall be entitled to avail of the services to be provided or arranged by or through the FMC at a cost or charges that may be fixed by the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the purchasers of the residential flat and/or residential flats in the Building. These common costs shall be shared by all such Purchasers on pro-rata basis determined by the Builder/Developer and/or FMC, which determination shall be binding on the Purchaser .

- 16.2 The Purchaser agrees and undertakes and shall cause the Ultimate Organization to be bound by the rules and regulations that may be framed by the FMC, from time to time. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organization to ratify the appointment of the FMC. The Purchaser is aware that the Builder/Developer is not in the business of or providing services proposed to be provided by the FMC or through the FMC. The Builder/Developer does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The Parties hereto agree that the Builder/Developer is not and shall not be responsible or liable in connection with any defect or the performance/non performance or otherwise of these services provided by the respective Service Providers/FMC.

17. COMMON AREAS AND AMENITIES, RESTRICTED AREAS AND AMENITIES AND CLUB

- 17.1 The Builder/Developer shall make available the Common Areas and Amenities. The Purchaser shall, subject to the terms hereof, have a proportionate share in the Common Areas and Amenities. The Common Areas and Amenities are also set out in the Annexure "3" hereto.

- 17.2 Restricted Areas and Amenities  
 Upon making full payment of all amounts due under this Agreement and completion of the Building, the Purchaser shall be entitled to use the facilities of the "CLUB", which is proposed to be constructed on the portion of the said Property under the control of FMC or any other person nominated by the FMC. The Purchaser shall be entitled to nominate a maximum of 5 (five) individuals including the Purchaser (all of whom are direct family members and staying with the principal occupant in the Residential Flat) to be added as members and avail the facilities of the said Club. The membership will be subject to the



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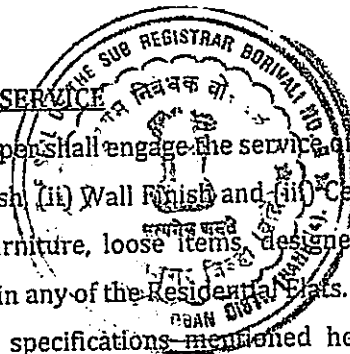
terms and conditions, rules and charges, as may be framed /levied from time to time by the operator(s) of "the CLUB". The right to use the facilities at the Club shall be personal to the Purchaser being owners of the Residential Flat in the Building and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Residential Flat in the Building is sold/transferred by the Purchaser then the Purchaser shall be deemed to have transferred the right to utilize the said facilities as well as Chief Membership to the then Purchaser/Transferee of the Residential Flat. It is, however, clarified that the Builder/ Developer/Operator shall be entitled to grant membership rights to such other person(s) as they may deem fit to be and the Purchaser shall not be entitled to object to the same. The Purchaser shall be obliged to pay the charges, if any, levied by the operator of the Club for specific service(s) availed of by the Purchaser. The Purchaser shall, in addition to the Total Consideration and other amounts payable hereunder, at the time the Residential Flat is made available to the Purchaser for fit-outs, be obliged to and agree to pay to the Builder/Developer towards non-refundable club membership admission service/user fees the amount as set in Annexure "2" hereto in respect of the "Club" for a period of of 24 months from the month the services of the Club are made available to the purchasers of the Residential Flats in the Building. The membership to the Club shall be renewal on such the terms, conditions and charges may be imposed by the Operator of the Club. The Purchaser is aware and agrees that the Club may be ready for use upto 12 month after date of possession and in the period between date of possession and opening of the club, the Purchaser shall be entitled to 10% discount/credit on CAM charges.

- 17.3 The Builder/Developer does not warrant or guarantee for use, performance or otherwise these services. The Parties hereto agree that the Builder/Developer shall not be responsible or liable in connection with any deficiency or the performance/non performance of the services or otherwise provided to the Purchaser.

18.

**INTERIOR DESIGN SERVICE**

The Builder/Developer shall engage the service of the interior design studio to design (i) Floor finish (ii) Wall Finish and (iii) Ceiling with basic lighting. It is clarified that no furniture, loose items, designer light fittings or carpentry would be provided in any of the Residential Flats. The Residential Flat shall be finished as per the specifications mentioned herein (subject to any brand changes as may be finalized by the said interior design firm), to which the Purchasers consent and agrees not to raise any objection in that regard. The



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cost for any other services procured/provided to the Purchaser in respect of design of interior spaces shall be borne and paid by the Purchaser alone.

19. CHARGES, PROPERTY TAXES AND EXPENSES

19.1 SOCIETY AND OTHER CHARGES:

The Purchaser shall on or before the Fit Out Date, in addition to the Total Consideration, pay to the Builder/Developer, the Society and Other Charges set out in Annexure "2" hereto, CAM Charges, Property Tax and Building Protection Deposit.

19.2 CAM CHARGES:

19.2.1 The Purchaser shall on or before the Fit Out Date pay to the Builder/Developer the CAM Charges set out in the Annexure "2" hereto.

19.2.2 The Purchaser is aware that the CAM Charges set out in Annexure "2" hereto are provisional and subject to the revision by the Builder/Developer/FMC at the time of Fit Out Date.

19.2.3 The CAM Charges are subject to revision every 12 months from the Fit Out Date by 7.5% per annum. The Purchaser agrees and undertakes to pay on demand and without any demur or objection to the Builder/Developer/FMC, as the case may be, such revised CAM Charges.

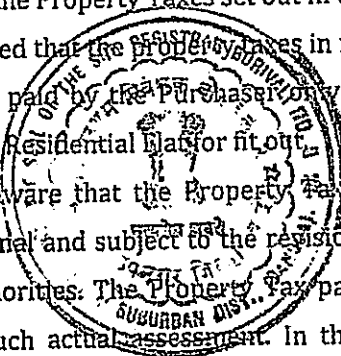
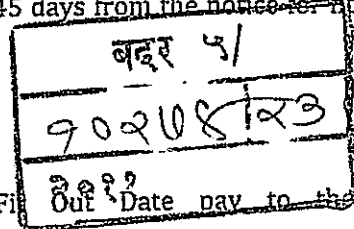
19.2.4 The Purchaser is aware that from the date the Builder/Developer offers the Residential Flat for fit out, the Builder/Developer/facility management company shall be providing inter alia electricity, housekeeping services, security to the Building etc. Accordingly, the Purchaser agrees and confirms that the CAM Charges shall be applicable from 45 days from the notice for fit out.

19.3 PROPERTY TAXES:

19.3.1 The Purchaser shall on or before the Fit Out Date pay to the Builder/Developer the Property Taxes set out in the Annexure "2" hereto.

19.3.2 It is, however, clarified that the Property Taxes in respect of the Residential Flat shall be borne and paid by the Purchaser only after the Builder/Developer makes available the Residential Flat for fit out.

19.3.2 The Purchaser is aware that the Property Taxes set out in Annexure "2" hereto are provisional and subject to the revision upon actual assessment by the Municipal Authorities. The Property Tax paid by the Purchaser shall be adjusted against such actual assessment. In the event of any shortfall, the Purchaser agrees and undertakes to pay on demand and without any demur or objection to the Builder/ Developer/ FMC such shortfall in the Property Tax



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collected from / paid by the Purchaser by the Builder/ Developer/FMC at the time of Fit Out Date.

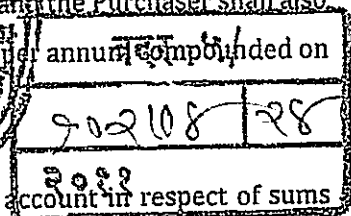
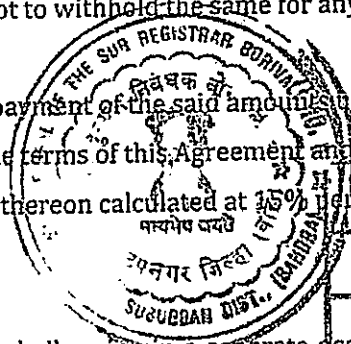
**19.4 BUILDING PROTECTION DEPOSIT:**

- 19.4.1 The Purchaser shall, on or before the Fit Out Date, pay to the Builder/ Developer, the Building Protection Deposit set out in Annexure "2" hereto.
- 19.4.2 The Building Protection Deposit shall be refunded to the Purchaser after completion of fit-out work by the Purchaser in the Residential Flat and subject to the Purchaser complying with the possession policy and permissible changes policy of the Builder/ Developer. In the event that the Purchaser violates/fails to comply with the possession policy and permissible changes policy of the Builder /Developer, then the Purchaser undertakes to rectify/restore the Residential Flat within 15 days at his costs, expenses and risk. In the event that the Purchaser fails to rectify/restore the Residential Flat within the time period stated hereinabove, the Builder /Developer/FMC shall be entitled to rectify/restore the Residential Flat at the costs and risk of the Purchaser. The costs and expenses incurred by the Builder/Developer/FMC in this regard shall be recovered from the Building Protection Deposit. Further, in case any excess amounts are to be recovered from the Purchaser, the Builder /Developer/FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 15 days from the date of such invoice.

- 19.5 At the expiry of the period of 18 months from the Fit Out Date and provided that the Conveyance in favour of the Ultimate Organization has not been executed, the Purchaser agrees and undertakes to pay to the Builder/Developer such amounts as may be demanded by the Builder/ Developer/FMC towards CAM Charges, Property Tax and Sinking Fund. Such amounts shall be payable on the 5<sup>th</sup> day of each month in advance and the Purchaser undertakes not to withhold the same for any reason whatsoever.

- 19.6 Any delay or default in payment of the said amounts under this Clause 19 shall constitute a breach of the terms of this Agreement and the Purchaser shall also be liable to pay interest thereon calculated at 15% per annum compounded on a quarterly basis.

- 19.7 The Builder/Developer shall maintain a separate account in respect of sums received by the Builder/Developer from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the



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Ultimate Organization towards the outgoings, legal charges and shall utilize the amount only for the purposes for which they have been received.

20. TAXES AND LEVIES :

20.1 The Purchaser agrees that all levies and/or taxes and/or assignments and/or charges of any nature whatsoever (present or future), including but not limited to Service Tax and Value Added Tax (VAT), Stamp Duty, Registration Charges as are or may be applicable and/or payable hereunder or in respect of the Residential Flat or otherwise shall:-

- (i) be solely and exclusively borne and paid by the Purchaser and
- (ii) shall be exclusive of and in addition to the Total Consideration.

20.2 The Purchaser confirms and agrees that the Purchaser alone shall and undertakes to bear and pay on demand all sums, taxes, levies, charges, deposits, duties, fees and premium.

21. INTEREST

The Purchaser agrees to pay to the Builder/Developer interest at 18 percent per annum, quarterly compounded, on all the amounts including the Total Consideration or any part thereof, which become due and payable by the Purchaser to the Builder/Developer under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Builder/Developer, till the date of realization of such payment. The Purchaser confirms and accepts that the rate of interest prescribed in the Clause 21 is just and reasonable having regard to the huge costs involved in the procurement by the rights in respect of the Property, the development of the Project, the cost of the funds procured for the aforesaid purpose and the loss or damage likely to be caused on account of default/delay in payment of the amounts by the Purchaser hereunder. The Purchaser also confirms and agrees that the rate of interest payable by the Builder/Developer upon refund of the Total Consideration or part thereof under Clauses 12.3 and 12.4 is just and proper having regard to the rate of interest at which the loans are made available by the Bank and Home Finance Companies to the individual purchasers for purchase of the residential flats and the Purchaser waives his right to raise any objection or make claims to the contrary in that regard.

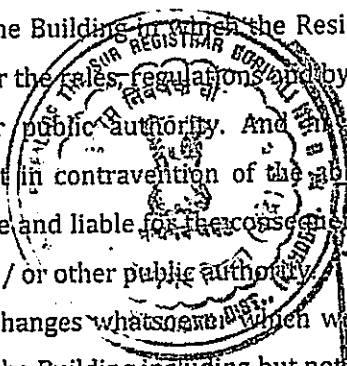
22. PURCHASER'S COVENANTS

The Purchaser for himself with intention to bring all persons into whosever hands the Residential Flats may come, doth hereby covenant with the Builder/Developer as follows:-

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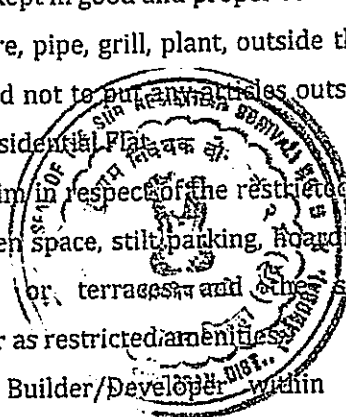
- a. To maintain the Residential Flat at the Purchaser's own cost in good tenable repair and proper condition from the date of possession of the Residential Flat is taken and shall not do or suffer to be done anything in or to the Building in which the Residential Flat is situated, or to the staircase or any passages in which the Residential Flat may be situated against the rules, regulations or bye-laws of the concerned local or any other authority or change / alter or make addition in or to the Building in which the Residential Flat is situated and the Residential Flat itself or any part thereof.
- b. The Project and the Building name shall not be changed at any time by the Purchaser or the Ultimate Organization without the prior written consent of the Builder/Developer.
- c. The Purchaser shall only upon obtaining and after receipt of the Occupation Certificate, use the Residential Flat or any part thereof or permit the same to be used for purpose of residence and shall use the Car Parking Space only for purpose of keeping or parking the Purchaser's own vehicle.
- d. Not to store in the Residential Flat any goods which are of hazardous, combustible or of dangerous nature so as to damage the construction or structure of the Building in which the Residential Flat is situated or storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or likely to damage the staircases, common passages or any other structure of the Building in which the Residential Flat is situated, including entrances of the Building in which the Residential Flat is situated and in case any damage is caused to the Building in which the Residential Flat is situated or the Residential Flat on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.
- e. To carry at his own cost all internal repairs and maintain the Residential Flat in the same condition, state and order in which it was delivered by the Builder/Developer to the Purchaser and shall not do or suffer to be done anything in or to the Building in which the Residential Flat is situated which may be given as per the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.
- f. Not to make any changes whatsoever which would cause any change to the external façade of the Building including but not limited to making any change or to not alter the windows and/or grills provided by Builder/Developer.

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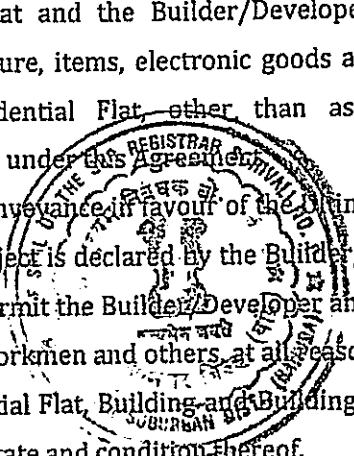
- g. Not to make any changes to the common area/lobby and structural changes in the Building. The Purchaser shall not relocate brick walls onto any location which does not have a beam to support the brick wall. The Purchaser shall not change the location of the plumbing or electrical lines (except internal extensions). Further, the Purchaser shall not change the location of the wet/waterproofed areas. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Builder/Developer as amended from time to time.
- h. Not to demolish or cause to be demolished the Residential Flat or any part thereof, nor at any time make or cause to be made any structural addition or alteration of whatever nature in or to the Residential Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the Building in which the Residential Flat is situated and shall keep the portion, sewers, drains pipes in the Residential Flat and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building in which the Residential Flat is situated and shall not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Residential Flat without the prior written permission of the Builder/Developer and/or the Ultimate Organization.
- i. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the portion of the said Property and the Building in which the Residential Flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- j. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Residential Flat in the compound or any portion of the said Property and the Building in which the Residential Flat is situated.
- k. Ensure and cause the Ultimate Organization that the Building is painted once every 5 years and kept in good and proper condition.
- l. Not to put any wire, pipe, grill, plant, outside the Residential Flat and not to dry any clothes and not to put any articles outside the Residential Flat or the windows of the Residential Flat.
- m. Not to put any claim in respect of the restricted amenities including open car parking space, open space, stilt parking, boarding, gardens attached to other Residential Flats or terraces and the same are retained by the Builder/Developer as restricted amenities.
- n. To pay to the Builder/Developer, within 7 days of demand by the Builder/Developer, his share of security deposit demanded by concerned local authority or government for giving water, electricity or any other service in connection to the Building in which the Residential Flat is situated.



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- o. To clear and pay increase in local taxes, development charges, water charges, insurance and such other taxes, fees, levies, if any, which are imposed by the concerned local authority and / or government and / or other public authority, an account of change of user of the Residential Flat by the Purchaser viz user for any purposes other than for residential or otherwise.
- p. The Purchaser shall not without the prior written consent of the Builder/Developer let, sub-let, transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the Residential Flat. Any transfer of the Residential Flat after such time shall be subject to the prior written consent of the Builder/Developer (which consent may not be unreasonably withheld). Any application for such transfer shall only be considered if (i) the Purchaser has paid to the Builder/Developer all amounts (including Total Consideration) payable in respect of the Residential Flat and (ii) the Applicant is not in breach of any of the terms and conditions of the Agreement to Sell.
- q. The Purchaser shall observe and perform all the rules and regulations or bye-laws which the Ultimate Organization may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for protection and maintenance of the Building and the Residential Flat therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Ultimate Organization regarding the occupation and use of the Residential Flat in the Building accordingly in accordance with the terms of this Agreement.
- r. The Purchaser agrees and acknowledges that the sample Residential Flat constructed by the Builder/Developer and all furniture, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the Residential Flat and the Builder/Developer is not liable/required to provide any furniture, items, electronic goods amenities etc. displayed in the sample Residential Flat other than as expressly agreed by the Builder/Developer under this Agreement.
- s. Until a Deed of Conveyance in favour of the Ultimate Organization is executed and the entire Project is declared by the Builder/Developer as completed, the Purchaser shall permit the Builder/Developer and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Residential Flat, Building and Buildings or any part thereof to view and examine the state and condition thereof.



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23. DEFAULT, TERMINATION AND LIQUIDATED DAMAGES

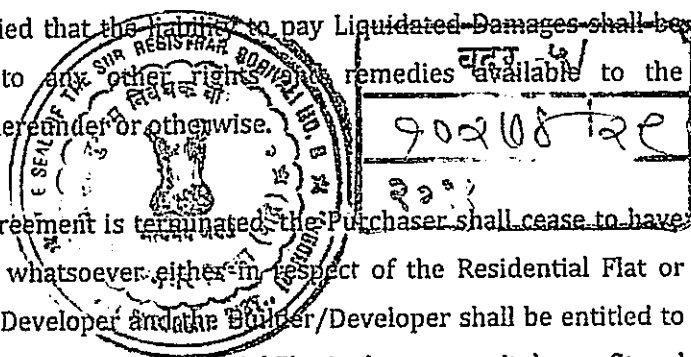
23.1 In the event the Purchaser commits:-

- (a) default in payment of any amount due and payable under this Agreement (including Transfer Charges, Contribution and/or proportionate share of taxes levied by concerned local authority and other outgoings) and/or
- (b) material breach of any of the terms and conditions herein contained, the Builder/Developer may at its own option and without prejudice to the other rights and remedies available hereunder or otherwise by a notice in writing:-
  - i. require the Purchaser to specifically perform this Agreement or
  - ii. terminate this Agreement.

Provided however, always that the power of termination herein before contained shall not be exercised by the Builder/Developer unless and until the Builder/Developer shall have given to the Purchaser (15) fifteen days prior notice in writing of its intention to terminate this Agreement and of the breach of terms and conditions in respect of which it is intended to terminate the Agreement and the default shall have been made by the Purchaser in remedying such breach or breaches within a period of 30 days after giving such notice: Provided further that upon termination of this Agreement as aforesaid, the Builder/Developer shall refund to the Purchaser the Refund Amount in 12 equal monthly installments and the first such installment shall commence from the expiry of the 13<sup>th</sup> month of the month in which the termination takes place. The Builder/Developer shall not be liable to pay to the Purchaser any interest on the amount so refunded upon such termination.

23.2 Upon such breach or default, the Purchaser shall be liable and agrees and undertakes to forthwith pay to the Builder/Developer the Liquidated Damages. It is clarified that the liability to pay Liquidated Damages shall be without prejudice to any other rights or remedies available to the Builder/Developer hereunder or otherwise.

23.3 In the event this Agreement is terminated, the Purchaser shall cease to have right of any nature whatsoever, either in respect of the Residential Flat or against the Builder/Developer and the Builder/Developer shall be entitled to deal with and/or dispose of the Residential Flat in the manner it deems fit and proper.



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24. MISCELLANEOUS

24.1 Subject to the terms hereof, the said Property shall be transferred by the Builder/Developer by causing to execute a Deed of Conveyance/Assignment. In the event of the transfer of the said Property being effected earlier for any reason whatsoever, then in such case, all the rights of the Builder/Developer in respect of the said Property and the Residential Flat in the Building shall be in full force and binding upon the transferees and all its members and such transfer shall always be deemed to be subject to the provisions of this Agreement and the transferees shall not have any better right than the right intended to be granted under this Agreement.

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

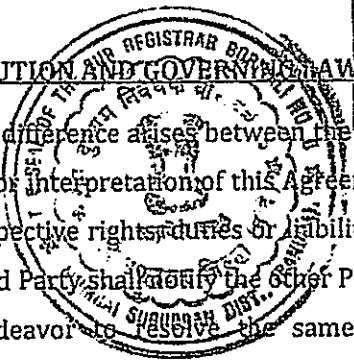
24.3 The Purchaser hereby declares that he has read and understood the Agreement and all the documents related to the said Property and the Residential Flat purchased by the Purchaser and has expressly understood the contents, terms and conditions of the aforesaid documents and all the disclosures made by the Builder/Developer as aforesaid, after being fully satisfied the Purchaser has entered into this Agreement.

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

25. DISPUTE RESOLUTION AND GOVERNABLE LAW

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

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

25.3 The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The Award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbai.

25.4 Unless terminated, this Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

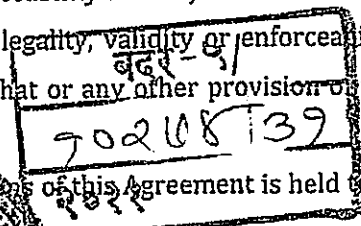
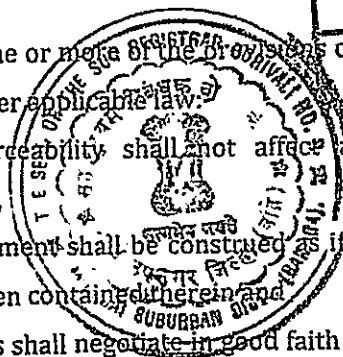
25.5 This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The Courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

26. SEVERABILITY

26.1 If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provisions of this Agreement or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.

26.2 In the event any one or more of the provisions of this Agreement is held to be unenforceable under applicable law,

- (i) Such enforceability shall not affect any other provision of this Agreement,
- (ii) This Agreement shall be construed as if said unenforceable provision had not been contained therein and
- (iii) The Parties shall negotiate in good faith to replace such unenforceable provision by such as gives effect nearest to that of the provision being replaced, and preserves the party's commercial interests under this Agreement.



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27. WAIVER

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

28. ENTIRE AGREEMENT

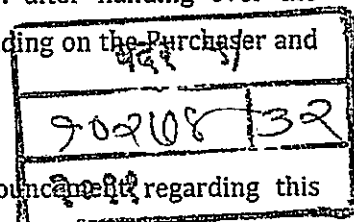
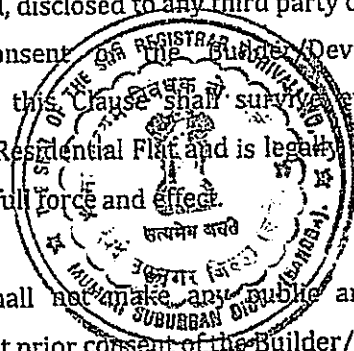
The Parties agree that the Agreement, Schedules, Annexures and Exhibits and Amendments thereto, constitute the entire understanding between the Parties concerning the subject matter hereof. The terms and conditions of this Agreement overrides, supersedes, cancels any prior oral or written agreements,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

29. CONFIDENTIALITY

29.1 The Purchaser hereto agrees that all the information, documents etc exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("Confidential Information") is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party or used otherwise without the prior written consent of the Builder/Developer. The confidentiality obligations under this clause shall survive even after handing over the Possession of the Residential Flat and is legally binding on the Purchaser and shall always be in full force and effect.

29.2 The Purchaser shall not make any public announcement regarding this Agreement without prior consent of the Builder/Developer.



29.3 Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:-



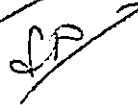
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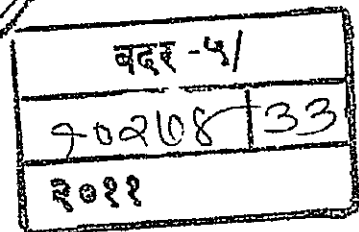
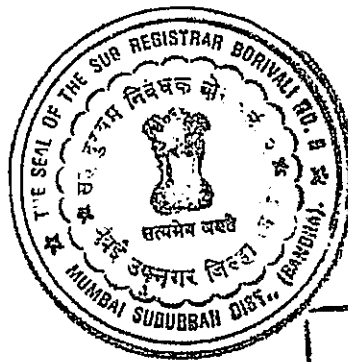
- a) such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating organization or other recognized investment exchange having jurisdiction over the Parties; or
- b) such disclosure is required in connection with any litigation; or
- c) such information has entered the public domain other than by a breach of the Agreement.

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


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SIGNED AND DELIVERED  
LODHA PRANIK LANDMARK DEVELOPERS  
PRIVATE LIMITED

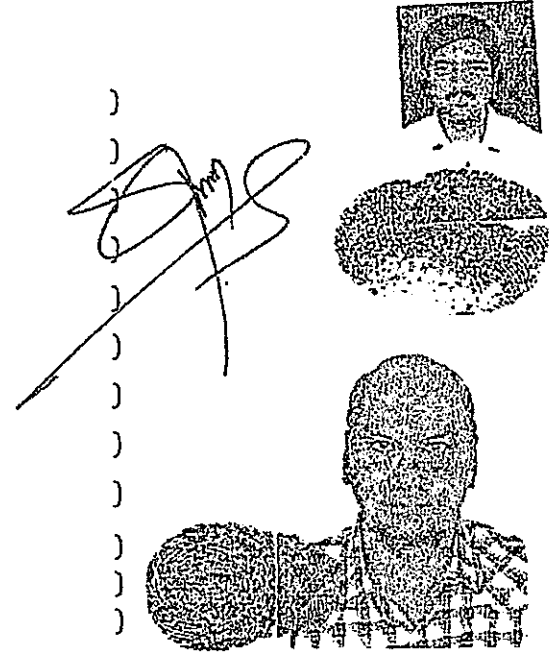
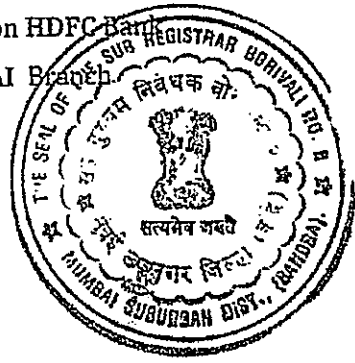
The Builder/Developer abovenamed  
Is hereunto affixed pursuant to  
through the hands of Constituted Attorney  
of Builder/Developer vide Power of Attorney  
dated \_\_\_\_\_ (Syndicate No. 17)  
on 2<sup>ND</sup> day of DECEMBER 2011

- In the presence of:
1. S. More - Shrivardhan
  2. R. Saket - D

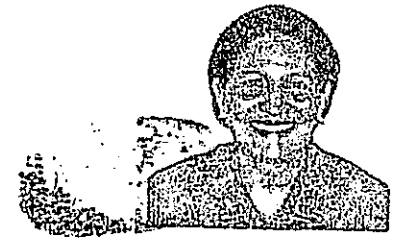
SIGNED AND DELIVERED  
By the within named Purchaser  
MR. ANTHONY D'SOUZA AND  
MRS. FLORENCE D'SOUZA

- In the presence of:
1. K. A. Naik
  2. K. A. Naik

RECEIVED on the day and year first  
hereinabove written of and from the  
Withinnamed Purchaser the sum of  
Rs. 57,60,777/- Rupees FIFTY SEVEN LAKHS SIXTY  
THOUSAND SEVEN HUNDRED SEVENTY SEVEN only  
Being the amount to be paid by the  
Purchaser on execution of these  
Presents to us by Cheque No. 310924, 310933, 310932  
Dated 09.09.2011, 05.10.2011  
Drawn on HDFC Bank  
MUMBAI Branch



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Rs. 57,60,777/-

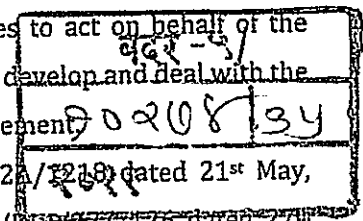
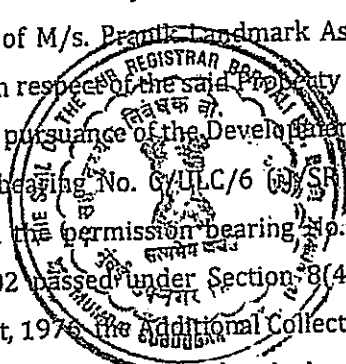
WE SAY RECEIVED  
FOR LODHA PRANIK LANDMARK DEVELOPERS  
PRIVATE LIMITED

AUTHORIZED SIGNATORY

- WITNESSES:-
1. [Signature]
  2. [Signature]

Annexure "1"**A. CHAIN OF TITLE:**

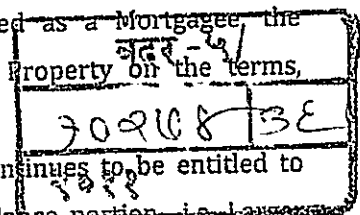
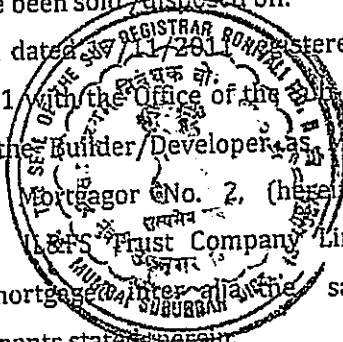
- A. Nirlon Limited is inter-alia entitled to land admeasuring 44971.72 sq. mtrs situate at Village Pahadi and Village Goregaon within Greater Mumbai.
- B. By and under the Development Agreement dated 28<sup>th</sup> July, 2003 (hereinafter referred to as "the said Development Agreement") and registered with the office of the Sub-Registrar of Assurances at Borivli No - 1 under Serial No. BDR2-5411-2003 on even date, made between Nirlon Limited of the One Part and (1) Synchem Chemicals India Private Limited and (2) Khandelwal Estates Private Limited, the then partners of M/s. Pranik Landmark Associates of the Other Part; Nirlon Limited granted in favour of M/s. Pranik Landmark Associates the development rights in respect of the plot of land bearing CTS Nos. 587 (P) and 586 (P) of Pahadi Village and 257 (P) of Goregaon Village and 257 - G (P) of Goregaon Village corresponding to New CTS Nos. 586-1 of Pahadi Village and 257G (P) of Goregaon Village admeasuring 27,882 sq. mtrs (hereinafter referred to as the "Larger Property") more particularly described in the First Schedule hereunder written at or for the consideration and on the terms and conditions therein contained.
- C. By a Power of Attorney dated 28<sup>th</sup> July, 2003 registered with the office of the Sub- Registrar of Assurances at Borivali under Serial No. BDR-2- 5412-2003 on even date, Nirlon Limited appointed the nominees of M/s. Pranik Landmark Associates as named therein to develop and deal with the Property in pursuance of the Development Agreement.
- D. Pursuant to Substituted Power of Attorney dated 20<sup>th</sup> January, 2010 registered with the office of the Sub- Registrar of Assurances at Borivali under Serial No. BDR-2- 2607-2010 on 8<sup>th</sup> March, 2010, (1.) Mr. Deshbandhu Gupta , (2.) Mr. Nilesh Deshbandhu Gupta and (3.) Mr. Khushiram Gupta appointed (1.) Mr. Abhishek Lodha, (2.) Mr. Mangal Prabhat Lodha and (3.) Mr. Abhinandan Lodha jointly and severally as the (substituted) lawful attorneys who are representatives of M/s. Pranik Landmark Associates to act on behalf of the Nirlon Limited in respect of the said Property and to develop and deal with the said Property in pursuance of the Development Agreement.
- E. By the Orders bearing No. C/ULC/6 (3)/SR VII-162A/1219 dated 21<sup>st</sup> May, 1994 read with the permission bearing No.C/ULC/Dnt/22/7126 dated 27<sup>th</sup> September, 2002 passed under Section 3(4) of the Urban Land (Ceiling & Regulations) Act, 1976 the Additional Collector and Competent Authority held that there is no surplus vacant land in the hands of Nirlon.
- F. By a Development Agreement dated 6<sup>th</sup> November, 2003 ("Raheja Development Agreement") made between M/s. Pranik Landmark Associates of



*[Handwritten signature]*

the First Part, Nirlon of the Second Part and K. Raheja Universal Private Limited now known as Raheja Universal Limited with effect from 25<sup>th</sup> January, 2010 (hereinafter referred to as "Raheja"), of the Third Part and registered with the office of the Sub-Registrar of Assurances at Borivali under Serial No. 8190 of 2003, the said M/s. Pranik Landmark Associates with the confirmation of Nirlon granted development rights in favour of Raheja in respect of the property admeasuring 8537 sq. mtrs or thereabouts forming part of the Larger Property (hereinafter referred to as "Raheja Property") at or for the consideration and on the terms and conditions therein contained.

- G. Pursuant to the Raheja Development Agreement and by a Deed of Lease dated 6<sup>th</sup> January 2010 and registered with the office of the Sub-Registrar of Assurances at Borivali under Serial No. 206-2010, the said Nirlon with the consent of M/s. Pranik Landmark Associates inter-alia demised unto the said Raheja Sherwood Co-operative Housing Society Limited the Raheja Property for the term of 999 years commencing from 1<sup>st</sup> September 2008 at or for the lease rent and on the terms and conditions set out therein.
- H. By a Deed of Reconstitution dated 17th May, 2011, M/s. Pranik Landmark Associates, a partnership firm was reconstituted and renamed as M/s. Lodha Pranik Landmark Developers on the terms and conditions recorded therein in the said Deed of Reconstitution. With effect from 17th June, 2011, the said partnership firm is registered as a company under the provisions of Chapter IX of the Companies Act, 1956 and known as Lodha Pranik Landmark Developers Private Limited. A copy of the Certificate of incorporation of Lodha Pranik Landmark Developers Private Limited issued by the Registrar of Companies is hereto annexed and marked as Annexure "7" hereto.
- I. On a portion of the said larger property a Commercial/Retailed building known as "The Hub" consisting of six floors (i.e., lower ground floor, upper ground floor plus four upper floors) has been constructed and developed. The units in the Hub have been sold / disposed off.
- J. By a Mortgage Deed dated 17/11/2011 registered under No.BDR5-09650 of 2011 on 17/11/2011 with the Office of the Registrar of Assurances and executed between the Builder/Developer as Mortgagor No. 1/ Company, Nirlon Limited as Mortgagor No. 2, (hereinafter referred to as the "Mortgagors") and L&S Trust Company Limited as a Mortgagee, the Mortgagors have mortgaged inter-alia the said Property on the terms, conditions and covenants stated therein.
- K. Subject to the aforesaid, the Builder/Developer continues to be entitled to exclusive development rights in respect of the balance portion i.e. larger property (less) the Raheja Property less HUB which balance portion is more



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particularly described in the Second Schedule hereunder written (hereinafter referred to as the "Said Property").

**SCHEDULE OF PROPERTY:**

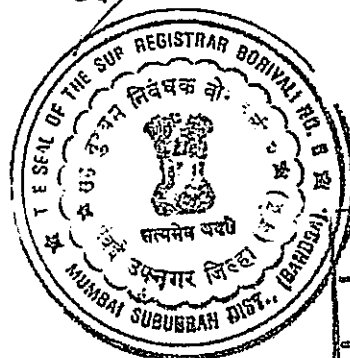
**THE FIRST SCHEDULE ABOVE REFERRED TO:  
(LARGER PROPERTY)**

Area admeasuring 27,882.00 sq. meters forming part of the Nirlon Property bearing Survey No. 587 (part) and 586 (part) at Pahadi Village and 258(part) of Goregaon Village, corresponding to new C.T.S. Nos. 586/1 at Pahadi Village and 257/G (part) at Goregaon Village off the Western Express Highway, Goregaon East, Mumbai 400063 and bounded as under:

East: by Service road and Express Highway  
West: by internal road abutting Plot "A" of Nirlon  
North: 12 Feet access road  
South: DP Road and New Standard Engineering

**THE SECOND SCHEDULE ABOVE REFERRED TO:  
(SAID PROPERTY)**

The Said Property being the balance admeasuring 19345 sq. mtrs or thereabouts forming a part of Property mentioned hereinabove.



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Annexure "2"**(I) Residential Flat**

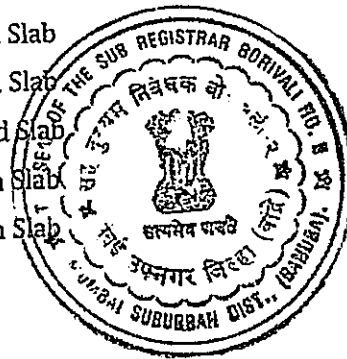
- (i) Residential Flat No : 903  
(ii) Floor : 9<sup>TH</sup>  
(iii) Tower : VENEZIA (TOWER - A)  
(iv) Carpet Area : 1378 sq. ft.  
(v) Car Parking Spaces : 2 (TWO)

**(II) "Building"** shall mean the multi-storied building known as VENEZIA constructed by the Builder/Developer on a portion of the said Property.

**(III) (A)** Total Consideration shall be Rs. 2,85,24,970/- (Rupees TWO CRORES EIGHTY FIVE LAKHS TWENTY FOUR THOUSAND NINE HUNDRED SEVENTY only).

**(B) Payment Schedule**Towers A (Venezia), B (Sienna), C (Roma)

Earnest Money	Rs. 4,50,000/-
Within 21 days from booking Date	Rs. 24,42,629/-
Within 42 days from booking Date	Rs. 28,63,703/-
At the time of agreement	Rs. - NIL-
Initiation of Raft Foundation	Rs. 28,01,156/-
Initiation of Podium Level 2	Rs. 21,39,373/-
Initiation of Podium Level 6	Rs. 21,39,373/-
On Initiation of 8th Slab	Rs. 21,39,373/-
On Initiation of 14th Slab	Rs. 21,39,373/-
On Initiation of 20th Slab	Rs. 21,39,373/-
On Initiation of 26th Slab	Rs. 21,39,373/-
On Initiation of 32nd Slab	Rs. 21,39,373/-
On Initiation of 38th Slab	Rs. 21,39,373/-
On Initiation of 44th Slab	Rs. 14,26,249/-
On	Rs. - NIL-
On	Rs. - NIL-
On	Rs. - NIL-
On Fit-Out	Rs. 14,26,249/-



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Exclusive Tower (Milano)

Earnest Money	Rs. _____/-
Within 21 days from booking Date	Rs. _____/-
Within 42 days from booking Date	Rs. _____/-
At the time of agreement	Rs. _____/-
Initiation of Raft Foundation	Rs. _____/-
Initiation of Podium Level 2	Rs. _____/-
Initiation of Podium Level 6	Rs. _____/-
On Initiation of 9th Slab	Rs. _____/-
On Initiation of 15th Slab	Rs. _____/-
On Initiation of 20th Slab	Rs. _____/-
On Initiation of 25th Slab	Rs. _____/-
On Initiation of 30th Slab	Rs. _____/-
On Initiation of 35th Slab	Rs. _____/-
On Initiation of 40th Slab	Rs. _____/-
On Initiation of 45th Slab	Rs. _____/-
On Initiation of 48th Slab	Rs. _____/-
On Initiation of 52nd Slab	Rs. _____/-
On	Rs. _____/-
On	Rs. _____/-
On	Rs. _____/-



(IV) Date of Fit Out

31st DECEMBER 2014

(V) Address of Purchaser for Notices :

8/W, NAVROZ APARTMENT,  
BHULA BHAI DESAI ROAD,  
BREACH CANDY, MUMBAI - 400026

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**SOCIETY AND OTHER CHARGES:-**

1. Rs. 600/- (Rupees Six Hundred only) towards share application money and application entrance fee of the Ultimate Organization.
2. Rs. 25000/- (Rupees Twenty Five Thousand only) are being the expenses for formation and registration of the Ultimate Organization.
3. Rs. 25000 /- (Rupees Twenty Five Thousand only) towards Legal Charges.
4. Rs. 50,000/- (Rupees Fifty Thousand only) towards electric connection, water connection, transformer, cable, laying, pipe laying and other related charges.
5. Rs. - NIL - (Rupees - NIL - only) per sq. ft carpet area of the Residential Flat towards Infrastructure Charges.
6. Rs. 36,000/- (Rupees THIRTY SIX THOUSAND only) towards Club Membership Fees.

**(II) CAM CHARGES:**

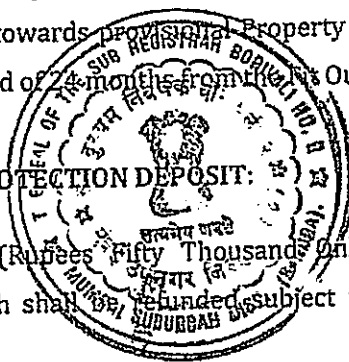
Rs. 2,87,726/- (Rupees TWO LAKHS EIGHTY SEVEN THOUSAND SEVEN HUNDRED TWENTY SIX only) towards provisional CAM Charges (calculated at Rs. 8.7/- per sq. ft carpet area of the Residential Flat per month) for the period of 24 months from the Fit Out Date.

**(III) PROPERTY TAX:**

Rs. 92,493/- (Rupees NINETY TWO THOUSAND FOUR HUNDRED NINETY THREE only) towards provisional Property Tax in respect of the Residential Flat for a period of 24 months from the Fit Out Date.

**(IV) BUILDING PROTECTION DEPOSIT:**

Rs 50,000/- (Rupees Fifty Thousand only) towards Building Protection Deposit, which shall be refunded subject to compliance with the terms of clause 19.4.



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Annexure "3"COMMON AREAS:-

1. Stair case and main passage in the Building.
2. Staircase Entrance Area in the Building.
3. Staircase Landings in the Building.
4. Pump rooms in the Building.
5. Lift Rooms and Lift Well in the Building.
6. Entrance Lobby on ground floor in the Building.
7. Garden Areas and the facilities thereon (i) except the areas attached to any Residential Flat in the Buildings or (ii) the rights in respect thereof reserved by the Builder or (iii) except government car parking floors/Area).

COMMON AMENITIES:KEY OUTDOOR FACILITIES

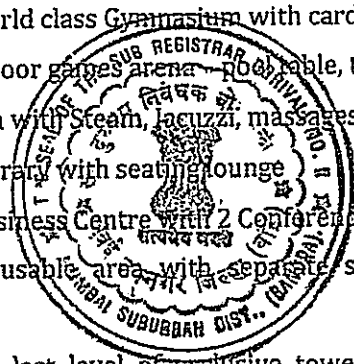
1. Swimming Pool with Kid's Pool
2. kid's play area
3. Themed garden and lawns
4. Temple
5. Elder's Corner,
6. Jogging/Walking Track
7. Sit outs, meeting spaces
8. Amphitheatre
9. Fountains & water bodies
10. Clubhouse with:

- World class Gymnasium with cardio section
- Indoor games arena - Pool table, table tennis, cards, carom etc.
- Spa with Steam, Jacuzzi, massages Rooms etc.
- Library with seating lounge
- Business Centre with 2 Conference Rooms

11. Exclusive usable area with separate swimming pool for Exclusive tower residents

12. Lounge at last level of exclusive tower for exclusive use for residents of exclusive tower only

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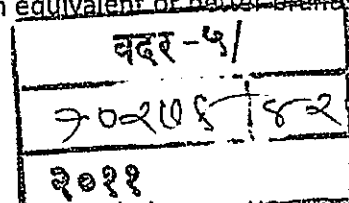
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Amenities inside the residence:MILANO:

- Fitted Poggenpohl kitchens.
- German Duravit/ American Kohler sanitary ware and German Gessi/Hansgrohe CP fittings in all toilets (except servant toilet)
- Italian marble flooring in living/dining, kitchen, puja, passage and all bedrooms.
- All toilets finished in imported / agglomerated marbles and granites.
- Vitrified tiles in utility, servant room and store.
- Motion sensors in bathrooms and passage.
- Air conditioned homes\*
- 4 fixtures in master toilet.
- Walk-in wardrobe space in master bedroom.
- French windows for decks finished in imported marble flooring and high-end glass railings.
- Home automation with i-pad.
- 'Digital Hollywood' in each residence.
- Well-designed layouts with optimal space usage and cross ventilation.
  - o Separate Puja Room in each residence
  - o Separate Store Room in each residence
  - o Separate Powder Toilet in each residence
  - o Separate Utility Area in each residence
  - o Attached domestic help's room with toilet
- Advanced multi-tier security:
  - o Swipe card access to lobby
  - o Video door phone
  - o CCTV monitoring of key common areas
  - o Gas detector in kitchen
  - o Emergency alarm in each residence
  - o Controlled access to parking areas.
- Provision for Telephone and internet connectivity

\* excluding kitchen, toilets and service areas

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

Towers VENIZIA, SIENNA, ROMA:

- Modular kitchen from reputed brand shall be provided as per IOD design with counter top and cabinets on both sides (as per internal layout). No electrical appliances shall be provided.
- Designed Fitted Kitchens
- German Duravit/ American Kohler sanitary ware and German Grohe/Hansgrohe CP fittings in all toilets (except servant toilet)
- Italian marble flooring in living/dining, puja, passage and master bedroom.
  - All other bedrooms in laminated wooden flooring.
  - All Master toilets finished in imported/agglomerated marble. All other toilets finished in designer vitrified tiles.
- Vitrified tiles in kitchen and service areas.
- French windows for decks finished in wooden finish vitrified flooring and highend
  - glass railings.

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- Home automation with i-pad.
- 'Digital Hollywood' in each residence.
- Motion sensors in bathrooms and passage.
- Air-conditioned\* homes.
- 4 fixture master toilet\*\*
- Walk-in wardrobe space in master bedroom\*\*
- Well-designed layouts with optimal space usage:
  - o Separate Puja Area in each residence
  - o Separate Store Room in each residence\*\*
  - o Separate Utility Area in each residence
  - o Separate Powder Toilet\*\*
  - o Attached domestic help's room & toilet\*\*
- Advanced multi-tier security:
  - o Swipe card access to lobby
  - o Video door phone
  - o CCTV monitoring of key common areas
  - o Gas detector in kitchen
  - o Emergency alarm in each residence
  - o Controlled access to parking areas.
- Telephone and internet connectivity

\* excluding kitchen, toilets and service areas

\*\* Select apartments only

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

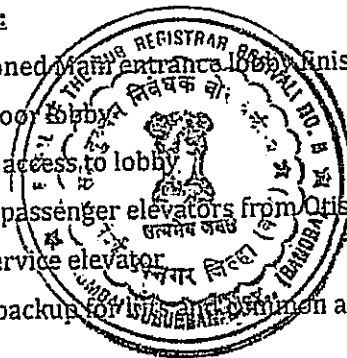
#### Amenities inside the Tower:

##### Exclusive Tower:

1. Air conditioned Main entrance lobby finished in Italian marble
2. Designer Floor lobby
3. Swipe card access to lobby
4. 4 Hi-speed Passenger elevators from Mitsubishi/Schindler/Otis or equivalent
5. Separate Service elevator
6. DG power backup for lifts and common area lighting

##### Towers A, B and C:

1. Air conditioned Main entrance lobby finished in Italian marble
2. Designer Floor lobby
3. Swipe card access to lobby
4. 3 Hi-speed passenger elevators from Otis/Schindler or equivalent
5. Separate Service elevator
6. DG power backup for lifts and common area lighting



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A  
B  
C

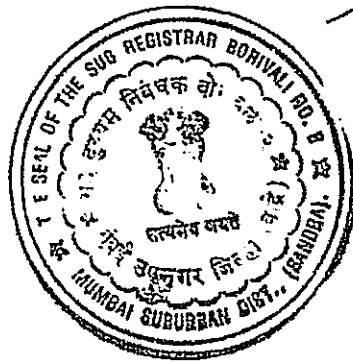
\*\*\*\*\*  
DATED THIS 2<sup>ND</sup> DAY OF DECEMBER 2011  
\*\*\*\*\*

LODHA PRANIK LANDMARK DEVELOPERS  
PRIVATE LIMITED  
.. BUILDER/Developer

AND

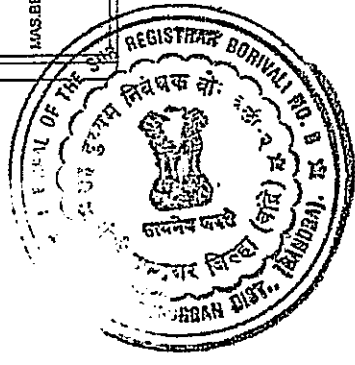
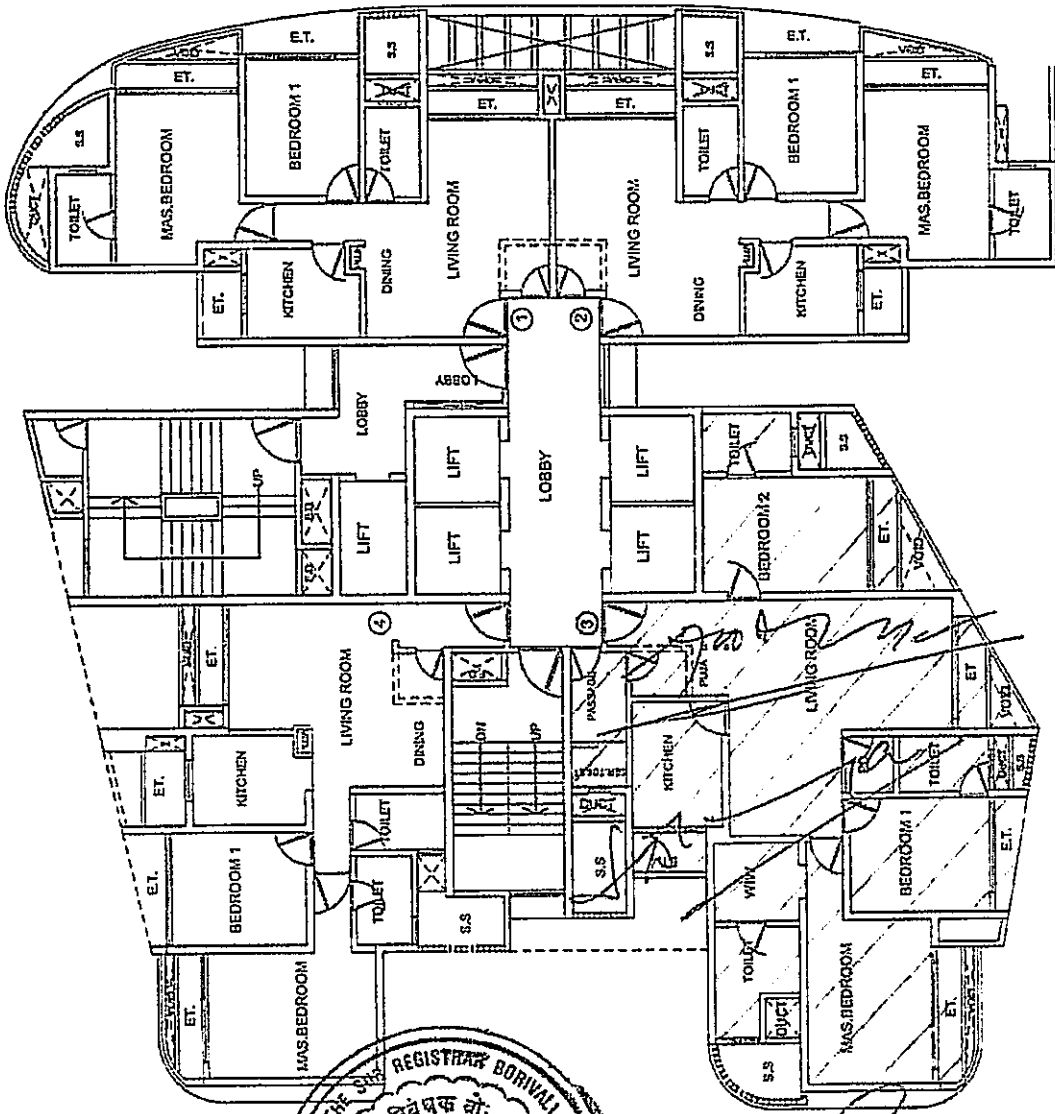
.. PURCHASER

AGREEMENT TO SELL of  
Residential Flat No. 903 on 9<sup>TH</sup> floor in  
VENEZIA - A Wing in the Project known  
as "Lodha Fiorenza".



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FIorenza, GOREGAON WING A FLOOR: 9<sup>th</sup> FLAT NO: 903

8TH-13TH, 15TH-18TH, 20ST-23RD, 25TH-28TH, 30TH-33RD, 35TH-38TH, 40TH-43RD & 45TH FLOOR

<p>DEVELOPER M/S. PRANIK LANDMARK ASSOCIATES</p>	<p>PROPOSED RESIDENTIAL DEVELOPMENT ON PLOT B OF PART LAND BEARING C.T.S NO 58671, 5865 TO 5868 OF VILLAGE PAHADI AND C.T.S NO 257/G, 257/H &amp; 257/B (PT) AT GOREGAON</p>	<p>NORTH</p>  <p>ARCHITECT SAJJAY PURI ARCHITECTS 20 FAVORITE STUDIO LANE OFF DR E NOSES ROAD/MALAYALA BRAJUDA 11 P.H NO: 02-249280/41/5/2/4/4 WEB: SAJJAY PURI ARCHITECTS.COM EMAIL: spuri@spuriarch.com</p>
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**MUNICIPAL CORPORATION OF GREATER MUMBAI**

No. CHE/ 8846/BP(WS)/AP of 2

**13 MAR 2011**

To,  
**Shri Shashikant Jadhav of**  
**Spaceage Consultants**  
**Architect.**

Sub : Proposed Residential building on plot bearing  
C.T.S. No. 586/1 of Village Pahadi & 257/G of  
Village Goregaon at W.E. Highway, Goregaon  
(East)

Ref : Your letter dated :8.03.2011

\*\*\*\*\*

Sir,

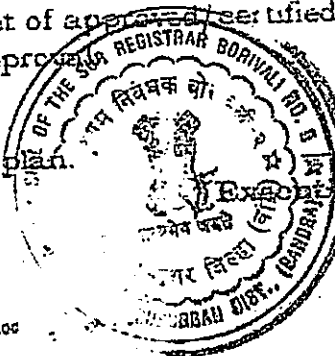
There is no objection to carry out the work as per  
amended plans submitted by you vide your letter under  
reference subject to the following conditions :-

- 1) All the objections of this office Intimation of Disapproval  
under No. dt. 24.08.2005, shall be applicable and shall be  
complied with.
- 2) That the revised R.C.C. design and calculation shall be  
submitted.
- 3) That the conditions for P.P.L. as per letter under No.  
Ch.E/677/Rds.& Tr./MC dtd. 14.09.2010 shall be  
submitted
- 4) That the N.O.C. from E.E. (T&C) shall be submitted
- 5) That the R.U.T. shall be insisted for not misusing the UPS  
area and clause in the sale agreement to this effect shall be  
insisted.
- 6) That the N.O.C. from Ch.Eng. (M&E) shall be submitted

One set of approved/certified plan is returned herewith  
as a token of approval.

Yours faithfully,

Encl: 1 set of plan.



Sd \_\_\_\_\_  
Executive Engineer Bldg. Propls.  
(W. S.) P Ward.

D:\vna\Amended Plan\8846.doc

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17 MAR 2010

No. CHE/ 8846 /EP/WS/AP of

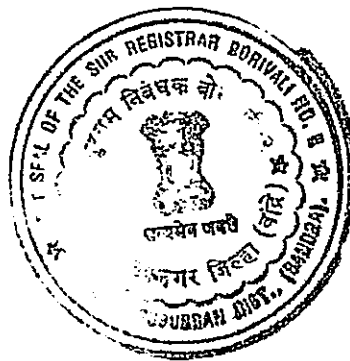
Copy to: 1. Owner :Pratik Landmark Assoc.  
Mr. Mangal P. Lodha, C.A. to Owner.

2. Asstt. Commissioner P/S Ward

3. A.E.W.W. 'P/S' ward:

For information please.

*Pratik*  
P.E.E.P. (W.S.) P/S Ward



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RECEIVED MUNICIPAL CORPORATION MUMBAI  
GENERAL INVESTMENT, BOMBAY-400 007.

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in replying please quote No. and date of this letter.

**Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.**

No. E.B./CE/8846 BS/4 of 200 - 200

MEMORANDUM

Municipal Office,

M/S PRANIK LANDMARK & ASSOCIATES,  
C.A. to M/S NIRON LTD.

Mumbai  
24 AUG 2004

*ANNEXURE 2*

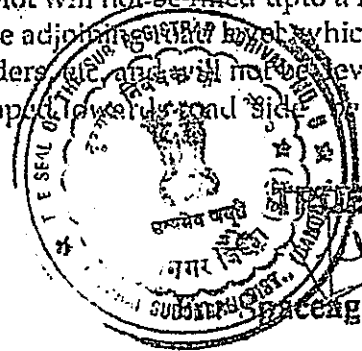
With reference to your Notice, letter No. 3376743 dated 15.6.2004 and delivered on 29.7.2004 and the plans, Sections Specifications and Description and further particulars and details of your buildings at Prop. Commercial bldg. on plot beg. CTS No. 586/1 from sheet 585/82B E to R 257/G.H. & B 200 Vill. 1, Rajadham, G. A. D. A. (B) approval of the building work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons:-

**A. CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK/BEFORE PLINTH C.C.**

1. That the Commencement Certificate under Sec. 44/69(I)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work,

2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of 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).

3. That the low lying plot will not be filled upto a reduced level of at least 92 T.H.D. or 6" above adjoining road level whichever is higher with murrum, earth, boulders etc. and shall not be leveled, rolled, consolidated and sloped towards road side before starting the work.



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902108/82  
Space Consultants

RECEIVED AT THE MUNICIPAL CORPORATION OFFICE, MUMBAI. 24 AUG 2004

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in replying please quote No. and date of this letter.

Intimation of Disapproval under Section 346 of the Mumbai Municipal Corporation Act, as amended up to date.

No. E.B./CE/8046

BS/P

of 200 - 200

MEMORANDUM

Municipal Office,

M/S PRANIK LANEMARK & ASSOCIATES,  
C.A. to M/S NIRLON LTD.

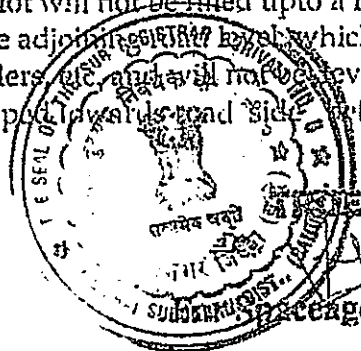
Mumbai  
24 AUG 2004

ANNEXURE 9

With reference to your Notice, letter No. 3376743.... dated 15.6.2004 and delivered on 2004 and the plans, Sections Specifications and Description and further particulars and details of your buildings at prop. Commercial bldg. on plot beg. CTS No. 586/1 bounded to the north by Plot No. 257/G.H. & B. Vill. Rahadi. I have to inform you that my disapproval of the banking work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons:-

A. CONDITIONS TO BE COMPLIED WITH BEFORE STARTING THE WORK/BEFORE PLINTH C.C.

1. That the Commencement Certificate under Sec. 44/69(I)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work,
2. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of 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).
3. That the low lying plot will not be filled upto a reduced level of at least 92 T.H.D. or 6" above adjoining level whichever is higher with murum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side before starting the work.



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 Page Consultants

(1) That proper gutters and down pipes are not intended to be put to prevent water dropping from the eaves of the roof on the public street.

(2) That the drainage work generally is not intended to be executed in accordance with the Municipal requirements.

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the day of 23/8/07 2007, but not so as to contravene any of the provision of the said Act as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time in force.

Your attention is drawn to the Special Instructions and Note accompanying this Intimation of Disapproval.

Executive Engineer, Building Proposals,  
Zone, Wards.

SPECIAL INSTRUCTIONS

(1) THIS INTIMATION GIVES NO RIGHT TO BUILD UPON GROUND WHICH IS NOT YOUR PROPERTY.

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 3-16 of the said Act.

(3) Under Byelaw, No. 8 of the Commissioner has fixed the following levels :-

"Every person who shall erect as new domestic building shall cause the same to be built so that every part of the plinth shall be--

"(a) Not less than, 2 feet (60 cms.) above the centre of the adjoining street at the nearest point at which the drain from such building can be connected with the sewer than existing or thereafter to be laid in such street"

"(b) Not less than 2 feet (60 cms.) above every portion of the ground within 5 feet (160 cms.) of such building.

"(c) Not less than 92 ft. ( ) meters above Town Hall Datum."

(4) Your attention is invited to the provision of Section 152 of the Act whereby the person liable to pay property taxes is required to give notice of erection of a new building or occupation of building which has been vacant, to the Commissioner, within fifteen days of the completion or of the occupation whichever first occurs. Thus compliance with this provision is punishable under Section 471 of the Act irrespective of the fact that the valuation of the premises will be liable to be revised under Section 167 of the Act, from the earliest possible date in the current year in which the completion or occupation is detected by the Assessor and Collector's Department.

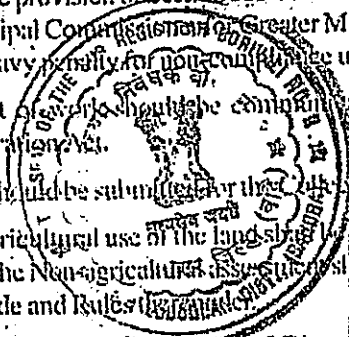
(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificate with a view to enable the Municipal Commissioner of Greater Mumbai to inspect your premises and to grant a permission before occupation and to levy penalty for non-compliance under Section 471 if necessary.

(6) Proposed date of commencement of work should be commensurate as per requirements of Section 3-17 (1) (aa) of the Bombay Municipal Corporation Act.

(7) One more copy of the block plan should be submitted for that site for, Mumbai Suburbs District.

(8) Necessary permission for Non-agricultural use of the land should be obtained from the Collector, Mumbai Suburban District before the work is started. The Non-agricultural assessment shall be paid at the site that may be fixed by the Collector, under the Land Revenue Code and Rules thereunder.

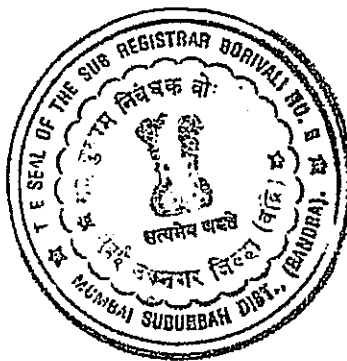
Attention is drawn to the notes Accompanying this Intimation of Disapproval.



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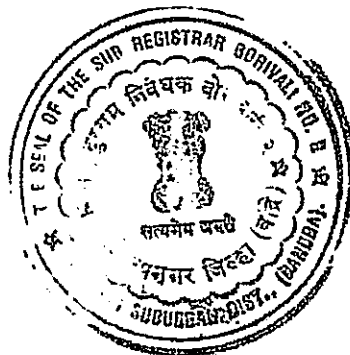
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4. That the specifications for layout/ roads/ development of set-back land will not be obtained from E.E.(R.C.)(W.S.)(P&R) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E.(R.C.)/E.E.(S.W.D)(W.S.)(P.& R.)/E.E.( T. & C.) before submitting Bldg.Completion Certificate.
5. That the Structural Engineer will not be appointed supervision memo as per Appendix -XI(Regulation 5(a)(ix) will not be submitted by him.
6. That the structural design including provision of seismic/wind load and or calculations for the proposed work and for existing building showing adequacy thereof to take up additional load will not be submitted before C.C.
7. That the sanitary arrangement shall not be carried out as per Munl. specifications, and drainage layout will not be submitted before C.C.
8. That the regular / sanctioned proposed lines and reservation will not be got demanded at site and additional copy of plan shall not be submitted for agreeing to handover the set back land free of compensation and that the set back handing over certificate will not be obtained from Ward Officer that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
9. That the Indemnity Bond indemnifying the Corporation for ownership, damages, risks, accidents, etc. and to the occupiers and u/t regarding no nuisance will not be submitted before C.C. / starting the work.



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10. That the requirements of N.O.C. from B.E.(S.W.D.)/E.E.(M & E) / E.E.(T & C)/M.O.E.E./ E.E.(R.C.)/E.E.(SEW)/E.E.(W.W.)/C.F.O./ Dir. of Industry/ Labour Commissioner/ Power Seizure from Reliance/ Lic. Surrender/ Highway authority/E.E.(SEW)/ will not be obtained before requesting for C.C. and the requisition will not be complied with before occupation certificate / B.C.C.
11. That the qualified / Registered Site Supervisor through Architects/Structural Engineer will not be appointed before applying for C.C.
12. That Extra Water and sewerage chrg. will not be paid to A.E.W.W. P/N Ward before C.C.
13. That N.O.C. from A.A. & C. (P/N) shall not be submitted before requesting for C.C. and final N.O.C. shall not be submitted before requesting for occupation / B.C.C.
14. That N.O.C. from H.E. shall not be submitted before requesting for C.C.
15. That the copy of application made for Non-agricultural user permission shall not be submitted before requesting for C.C.
16. That the regd. u/t. from the developer to the effect that the Meter cabin, stilt portion, society office, servants toilet, part / pocket terrace shall not be misused in future shall not be submitted before requesting for C.C.
17. That the development charges as per M.R.& T.P. (Amendment) Act, 1992 will not be paid before C.C.
18. That the C.T.S. plan and P.R.Card area written in words through S.L.R. shall not be submitted before C.C.



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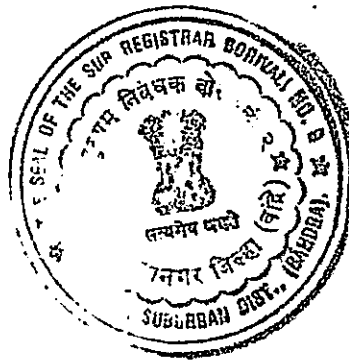
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19. That provision for Reliance Energy / M.T.N.L. shall not be made.
20. That the conditions mentioned in the release letter of E.E.D.P. under No. CHE/59/DPWS/P&R dt. 7.6.2002 shall not be complied with before C.C.
21. That the P.C.O. charges shall not be paid to Insecticide Officer before requesting for C.C. for providing treatment at construction site to prevent epidemics like Dengue, Malaria etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall not be made as and when required by Insecticide officer for Inspection of water tanks by providing safe and stable ladder etc. and requirements as communicated by the Insecticide Officer shall not be complied with.
22. That separate P.R.C. for setback shall not be submitted before requesting balance F.S.I.
23. That the proportionate sewerage line charges as worked out by Dy.Ch.Eng. (Sew.Planning) shall not be paid in that office before requesting for C.C.
24. That the Janata Insurance Policy shall not be submitted before C.C.
25. That the true copy of the sanctioned layout/subdivision/amalgamation approved under No. CE/1136/LOP dt. alongwith the terms and conditions thereof will into be submitted before requesting for C.C. and compliance thereof will not be done before submission of B.C.C.
26. That requisition of clause 45 & 46 of D.C.R. 91 shall not be complied and records of quality of work, verification report, etc. shall not be maintained on site till completion of the entire work.



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27. That the Regd. u/t. shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
28. That the basement will not be comply with the Basement. Rules And Regulations and Regd. U/t for not misusing the basement will not be submitted before C.C.
29. That the Registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
30. That the building will not be designed complying requirements of all the relevant I.S. Codes including I.S. Code 1893 for earthquake design, the certificate to that effect shall not be submitted from Structural Engineer.
31. That the soil investigation will not be done and report thereof will not be submitted with structural design before requesting for C.C.
32. That the N.O.C. from tree authority shall not be submitted and requirements therein shall not be complied with before requesting for C.C.
33. That provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 1000 sq.mts.
34. That the requirement of clause 40 & 41 of D.C.R. shall not be incorporated in proposed plan and requirements shall not be complied with before submitted B.C.C.
35. That the bore well shall not be constructed in consultation with H.E. before requesting for C.C.



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36. That the revalidation of development permission from U.L.C. authorities will not be done.

37. That the Mutation entry shall not be taken in the P.R.C. of sub plot 'A' that as for the T & C of approved layout the owner shall hand over 7.5% amenity space (over and above that has been provided on sub plot 'B') and 10% additional R.G. as per Regulation No. 57 (4)(c) (i) & c(ii) of D.C.R. 1991 on sub plot A, considering the total area of sub plot B.

38. That the details of quantity of debris created due to the development of proposed bldgs./ additions/ alterations and that the phase programme for removal of the said debris shall not be submitted and not followed scrupulously and u/t. to that effect shall not be submitted.

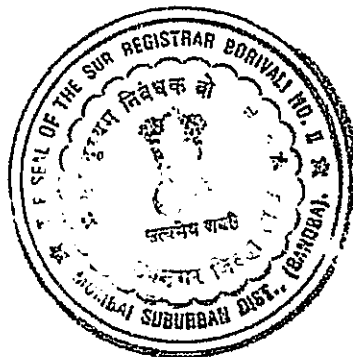
39. That the requisitions from Fire Safety point of view as per D.C.Regulations shall be complied with.

40. That the PAN card with the photo of the applicant as per prescribe proforma shall be submitted.

41. That all exterior wall shall not be constructed as per circular No. C/PD/12387 DT. 17.3.2005.

42. That the Fly ash shall not be used as a building construction material within 50 k.m. from thermal power plant shall not be used.

43. That the necessary remarks for training of nalla/ construction of S.W.D. will not be obtained from Dy. Ch.Eng. (S.W.D.) and Central Cell before requesting for plinth C.C. and compliance of the said remarks will not be insisted before granting full C.C. for the building.



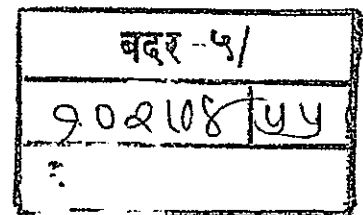
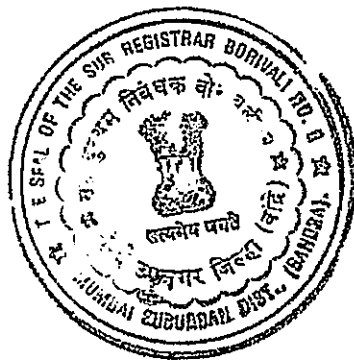
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**B. CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C.**

1. That the plinth/stilt height shall not be got checked by this office staff.
2. That the Water connection for construction purposes will not be taken before C.C.
3. That the plan for Architectural Elevation and projection beyond pro-posed bldg line will not to be submitted and got approved before C.C.
4. That the permission of constructing temporary structures of any nature shall not be obtained.
5. That the requirement of N.O.C. from C.A. U.L.C. & R Act. will not be complied with before starting the work above plinth level.
6. That the debris shall not be transported to the respective Municipal Dumping site and challan to that effect shall not be submitted to this office for record.

**C - GENERAL CONDITIONS TO BE COMPLETED BEFORE O.C.**

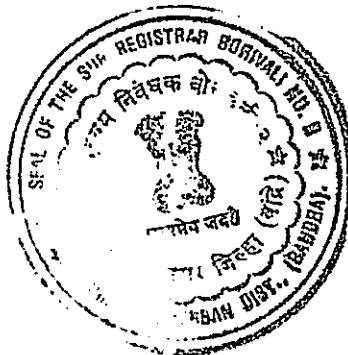
1. That the dust bin will not be provided as per C.E.'s circular No. CE / 9297 / II of 26.06.1978.
2. That 10'0" wide paved pathway upto staircase will not be provided.
3. That the surrounding open spaces, parking spaces and terrace will not be kept open.



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4. That the name plate/board showing Plot No., Name of the Bldg., etc. will not displayed at a prominent place before O.C.C. / B.C.C.
5. That B.C.C. will not be obtained and IOD and Debris deposit etc. will not be claimed for refund within a period of six year from the date of B.C.C.
6. That the carriage entrance shall not be provided before start work.
7. That the Non-Agricultural permission / revised N.A. shall not be submitted before occupation.
8. That terraces, sanitary blocks, nahanis in kitchen will not be made waterproof and same will not be provided by method of ponding and all sanitary connections will not be made leakproof and smoke test will not be done.
9. That the final N.O.C. from H.E.dept./E.E.(S.W.D)/Lift Inspector shall not be submitted before O.C.C.
10. That the Final N.O.C. from A.A.& C.(P/N) shall not be submitted before occupation.
11. That the amenity open space shall be handed over to M.C.G.M.
12. That the conditions mentioned in the clearance under No. \_\_\_\_\_ dt. \_\_\_\_\_ obtained from competent authority under U.L.C. & R Act. 1976 shall not be complied with.
13. That the Structural Engineers Stability Certificate along with R.C.C. design, canvas plan shall not be submitted.
14. That debris shall not be removed before submitting B.C.C.



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15. That canvas mounted plans shall not be submitted along with Notice of completion of work u/s 353F of M.M.C. Act for work completed on site.

16. That every part of the building constructed and more particularly O. H. Tank will not be provided with a provision of safe and stable ladder.

17. That site supervisor certificate for quality of work and completion of the work shall not be submitted in prescribed format.

18. That the some of drains will not be laid internally with C.I. Pipes.

19. Vermiculture bins for disposal of wet waste as per design and specification of organization/individuals specialized in this field, as per the list furnished by solid waste Management Department of M.C.G.M. shall be provided to the satisfaction of Municipal Commissioner.

20. That the layout road and R.G. shall not be developed.

D. CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C.

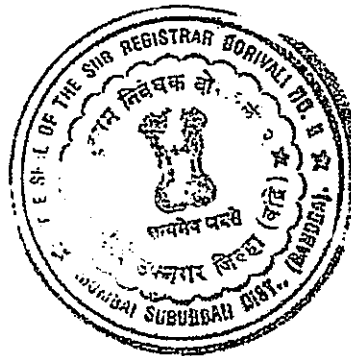
1. That certificate under Sec. 270 A of B.M.C. Act will not be obtained from H.E.'s Deptt. regarding adequacy of water supply.

THIS I.O.D. /C.O. IS ISSUED SUBJECT TO THE PROVISIONS OF URBAN LAND CEILING AND REGULATIONS ACT 1976

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am  
m/y  
24/02/06  
S.E.E.F. (F.L.S) A.E.E.F. (W)  
O/C

*[Signature]*  
Executive Engineer,  
Oldn. Proposal (W.S.) P D K/21



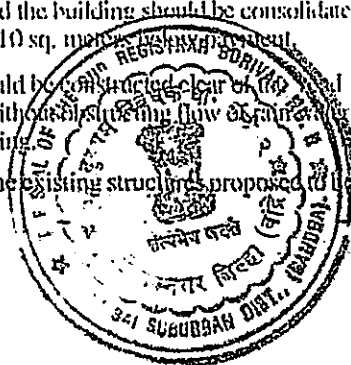
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No. EB/CE : 8846 : 137

APPLD AUG 1977

## 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 the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes. Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards 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 presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.  
The hoarding or screen wall for supporting the deposits 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 scaffolding, 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.
- (7) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (8) No work should be started unless the structural design is approved.
- (9) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (10) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road and footpath.
- (11) All the terms and conditions of the approved layout/sub-division under No. of should be adhered to and complied with.
- (12) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (13) Recreation ground, or amenity open space should be developed before submission of Building Completion Certificate.
- (14) 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 Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (15) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (16) The surrounding open spaces around the building should be consolidated in Concrete having broken glass pieces at the rate of 125 cubic meters per 10 sq. meters.
- (17) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain with arch supporting flow of drain water from adjoining holding before starting the work to prove the owner's holding.
- (18) No work should be started unless the existing structures proposed to be demolished are demolished.



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arrangements of obtaining No Objection Certificate from the Planning Commissioner under Section 45 of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (a) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.

(21) 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 City Engineer is satisfied with the following:-

- (i) Specific plans in respect of evicting or rehousing the existing tenants on hour 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 of the alternative accommodation in the proposed structure at standard rent.
- (iii) Plans showing the phased 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.

(22) In case of extension to existing building, blocking of existing windows of rooms deriving light and air from open sides should be done first before starting the work.

(23) In case of additional floor no work should be start or during monsoon which will same wise water leakage and consequent nuisance to the tenants staying on the floor below.

(24) The bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 meter.

(25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Authorities, where necessary is obtained.

(26) It is to be understood that the foundations must be excavated down to hard soil.

(27) The positions of the manholes and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.

(28) The water arrangement must be carried out in strict accordance with the Municipal requirements.

(29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 281-A of the Municipal Corporation Act.

(30) All gully traps and open channel drains shall be provided with tight fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all cisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of a lock and the warning pipes of the ribbet pretensed with crow or dome shape pieces (like a garden mari rose) with copper pipes with perforations each not exceeding 1.5 mm. in diameter. The cistern shall be made easily, safely and permanently accessible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be used and at its lower ends in cement concrete blocks.

(31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.

(32) (a) Louvres should be provided as required by Bye-law No. 5 (b).

(b) Lintels or Arches should be provided over Door and Window opening.

(c) The drains should be laid as require under Section 234-1 (a).

(33) If the proposed additional work should be plastered inside and outside.

If the proposed additional work is to be carried out on old foundations and structures, you will do so at your own risk.

- 1) Lic. Surveyor
- 2) Inspected to be carried out on old foundations and structures, you will do so at your own risk.
- 3) Asst. Municipal E/S/P/S
- 4) A.E.W.W. (P/N) (P/S)
- 5) Dy. A.A. & C. (P/S) Office

24 AUG 2006

A.E.W.W. (P/S) side



TRUE COPY

For Spaceage Consultants

Executive Engineer, Building Department  
Executive Engineer, Building Department  
Proposal (W.S.) R. Kuris

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CHEJ 8846/BP (NS)ARI/AP

ANNEXURE 6

8] This C.C. is now valid & extended up to 8th level podium slab as per approved amended plan dt:- 16-11-2010

16 NOV 2010

EXECUTIVE ENGINEER  
BUILDING PROPOSAL (NS) P WARD



बदर-५/
१०२१०४/१९
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**KANGA & CO.** (Part-2)  
 ADVOCATES & SOLICITORS  
 ESTABLISHED 1860  
 121<sup>st</sup> YEAR  
 2010-2011

Propy/Agency/Residence, 43, Veer Hanuman Road, Mumbai - 400 004, India. Tel: (91 22) 6633 6000, 6633 2224, 2204 2228 Fax: (91 22) 6633 9650, 6633 9657 Email: [m.l.k@kangalaw.com](mailto:m.l.k@kangalaw.com)  
 M. L. Bhakta • K. R. Modi • S. C. Kothad • A. M. Desai • K. M. Vastani • R. D. Dhanoo • S. B. Vaidya • A. R. Amin • M. P. G. Malvi • R. V. Gadhvi • C. S. Thakkar • D. K. V.

In resp/quote SV/2082/2010

ANNEXURE 7

CERTIFICATE OF TITLE

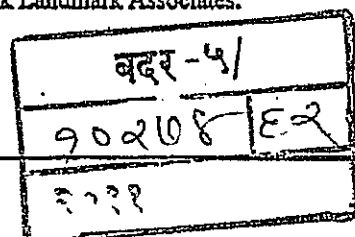
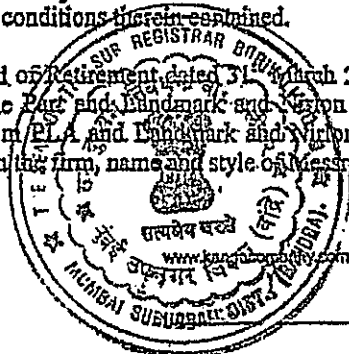
Re: Piece and parcel of land bearing C.T.S.Nos.587(part) and 586(part), Pahadi Village and 257(part), Goregaon Village, corresponding to new C.T.S.Nos.586-1 of Pahadi Village and 257-G(part) of Goregaon Village situate off the Western Express Highway, Goregaon (East), Mumbai - 400 063 having minimum development potential (comprising FSI and/or already loaded TDR) of 27,129.22 sq.mts.

1. Nirlon Limited, a company incorporated and registered under the Companies Act, 1956, having its registered office at Nirlon Compound, Western Express Highway, Goregaon (East), Mumbai - 400 063 (hereinafter referred to as "Nirlon") has been seized and possessed of and otherwise well and sufficiently entitled to land admeasuring 44971.72 sq. metres situate at Village Pahadi and Village Goregaon within Greater Mumbai and more particularly described in the First Schedule hereunder written (hereinafter referred to as "the Larger Property").

2. By a Memorandum of Understanding dated 6th February 1995 made between Nirlon of the First Part, Messrs. Pranik Landmark Associates of the Second Part ("hereinafter referred to as "PLA"), Pranik Shipping and Services Limited of the Third Part ("hereinafter referred to as "Pranik Shipping") and Landmark Builders Private Limited ("hereinafter referred to as "Landmark") of the Fourth Part, the said Nirlon, PLA, Pranik Shipping and Landmark inter-alia agreed amongst themselves that the parties shall jointly develop / exploit the saleable area of 3,50,000 sq.ft from and out of the total saleable area of 4,77,478.65 sq. ft. available in respect of the Larger Property and for that purpose Nirlon shall be admitted as a partner in the partnership firm of PLA who shall bring in the said saleable area of 3,50,000 sq.ft as its capital contribution to the said PLA.

3. By a Deed of Partnership dated 1<sup>st</sup> October 1995 made between Pranik Shipping of the First Part, Landmark of the Second Part and Nirlon of the Third Part, Nirlon was admitted as partner in PLA and Nirlon brought into PLA as its capital contribution, the saleable area of 3,50,000 sq.ft arising out of the Larger Property more particularly described in the Second Schedule thereunder written and on the terms and conditions therein contained.

4. By a Deed of Retirement dated 3<sup>rd</sup> March 2000 made between Pranik Shipping of the One Part and Landmark and Nirlon of the Other Part, Pranik Shipping retired from PLA and Landmark and Nirlon agreed to continue the partnership business in the firm, name and style of Messrs. Pranik Landmark Associates.



✓ 5. By a Supplemental Agreement dated 8<sup>th</sup> May 2000 made between Landmark of the One Part and Nirfon of the Other Part, it was agreed that the saleable area of 3,50,000 sq.ft to be utilised for the project of PLA shall be located on a carved out and earmarked portion of the Larger Property which portion admeasures 27,882 sq. metres or thereabouts and the balance area forming part of the Larger Property shall remain with Nirfon. The said area of 27,882 sq. metres or thereabouts is more particularly described in the Second Schedule hereunder written and is hereinafter referred to as "the said Property".

6. The said Landmark was amalgamated with Synchem Chemicals (India) Pvt. Ltd. (hereinafter referred to as "Synchem") by virtue of an Order dated 13<sup>th</sup> July 2001 passed by the Honorable High Court at Bombay in Company Petition No.484 of 2001.

✓ 7. By a Deed of Partnership dated 15<sup>th</sup> May 2003 made between Synchem for its division known as Landmark Builders of the First Part, Nirfon of the Second Part and Khandelwal Estates Private Limited (hereinafter referred to as "Khandelwal") of the Third Part, the said Khandelwal was admitted as a partner of the existing firm of PLA in the manner set out therein.

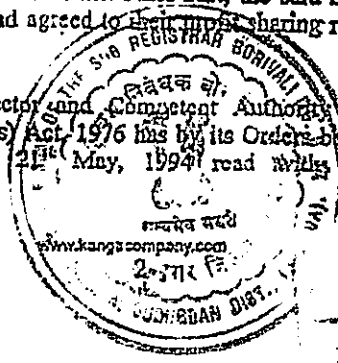
✓ 8. By a Deed of Retirement dated 28<sup>th</sup> July 2003 made between Nirfon of the One Part and Synchem and Khandelwal of the Other Part, the said Nirfon retired from PLA and Synchem and Khandelwal agreed to continue the partnership business in the said firm name and style of Messrs Pranik Landmark Associates.

9. In pursuance of the above, the said Property and the business of PLA inter-alia in respect of the development of the said Property exclusively vested in the said Synchem and Khandelwal, as partners of the said firm of PLA.

✓ 10. Simultaneous with the retirement of Nirfon from PLA, by a Development Agreement dated 28<sup>th</sup> July 2003 made between Nirfon of the One Part and Synchem and Khandelwal in their capacity as the partners of PLA of the Other Part and registered with the office of the Sub-Registrar of Assurances at Bandra under Serial No. 5411 of 2003, Nirfon confirmed the granting and vesting of unencumbered development rights in respect of the said Property admeasuring 27882 sq. metres together with the absolute right to avail benefits of the saleable area of 3,50,000 sq.ft and the right to load additional TDR in favour of PLA at or for the consideration amount of Rs.6,52,83,445/- paid by PLA to Nirfon. By a Power of Attorney also dated 28<sup>th</sup> July 2003 registered with the office of the Sub-Registrar of Assurances at Bandra under Serial No. 5412 of 2003, Nirfon appointed the representatives of PLA as named therein to develop and deal with the said Property in pursuance of the said Development Agreement.

✓ 11. By a Supplemental Deed dated 1<sup>st</sup> October 2003 made between Synchem of the One Part and Khandelwal of the Other Part, the said Synchem and Khandelwal inter-alia confirmed and agreed to their mutual sharing ratio as set out in the said Supplemental Deed.

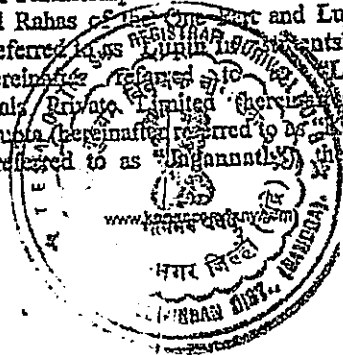
✓ 12. The Additional Collector and Competent Authority under the Urban Land (Ceiling & Regulations) Act, 1976 has by its Order bearing No. ULC/6(I)/SR VII-162A/1218 dated 21<sup>st</sup> May, 1994 read with the permission bearing



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No. C/ULC/DIII/22/7126 dated 27<sup>th</sup> September 2002 passed under Section 8(4) of the said Act held that there is no surplus vacant land in the hands of Nirlon.

- ✓ 13. By a Development Agreement dated 6<sup>th</sup> November 2003 made between PLA through its partners Synchem and Khandelwal of the First Part, Nirlon of the Second Part and K. Raheja Universal Private Limited (known as Raheja Universal Limited with effect from 25<sup>th</sup> January 2010) (hereinafter referred to as "Raheja"), of the Third Part and registered with the office of the Sub-Registrar of Assurances at Bandra under Serial No. 8190 of 2003, the said PLA with the confirmation of Nirlon granted development rights in favour of Raheja in respect of a portion admeasuring 8537 sq. metres or thereabouts forming part of the said Property at or for the consideration and on the terms and conditions therein contained. The said area of 8537 sq. metres or thereabouts is more particularly described in the Third Schedule hereunder written and is hereinafter referred to as "Raheja Property".
- ✓ 14. In accordance with the aforesaid Development Agreement dated 6<sup>th</sup> November 2003, Raheja undertook the development of the said Raheja Property and constructed a building known as "Raheja Sherwood" thereon and sold premises / areas therein to various purchasers, who have thereafter formed and registered the Society known as "Raheja Sherwood Co-operative Housing Society Limited".
- ✓ 15. By a Deed of Partnership dated 1st April 2005 made between Synchem of the First Part, Khandelwal of the Second Part and Rahas Investments Private Limited (hereinafter referred to as "Rahas") of the Third Part, the said Rahas was admitted as partner of the said partnership firm of PLA in the manner set out therein.
- ✓ 16. By an Indenture dated 1st July 2005 made between Synchem and Rahas of the One Part and Khandelwal of the Other Part, the said Khandelwal retired from PLA with effect from 1st July 2005 and Synchem and Rahas agreed to continue the partnership business in the firm, name and style of Messrs. Franik Landmark Associates.
17. Thereafter, PLA constructed a shopping mall known as "The Hub" consisting of six floors (i.e., lower ground floor, upper ground floor plus four upper floors) on a portion of the said Property (hereinafter referred to as "Hub"). PLA has from time to time sold / leased out the premises in Hub to various parties.
18. Subject to the aforesaid, PLA continues to be entitled to exclusive and unencumbered development rights in respect of the balance portion admeasuring 19345 sq. mtrs or thereabouts from and out of the said Property which balance portion is more particularly described in the Fourth Schedule hereunder written (hereinafter referred to as the "Balance Property").
- ✓ 19. By a Deed of Partnership and Admission dated 10th July 2008 made between Synchem and Rahas of the One Part and Lupin Investments Private Limited (hereinafter referred to as "Lupin Investments"), Lupin Performance Chemicals Limited (hereinafter referred to as "Lupin Chemicals"), Novamed Pharmaceuticals Private Limited (hereinafter referred to as "Novamed"), Khushiram Gupta (hereinafter referred to as "Khushiram") and Jagannath Shetty (hereinafter referred to as "Jagannath"), the said Lupin Investments, Lupin



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Chemicals, Novamed, Khushiram and Jagannath were admitted as partners of the said partnership of PLA with effect from 10th July 2008 in the manner set out in the said Deed of Partnership and Admission.

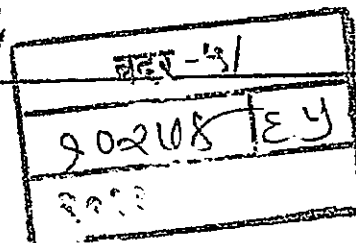
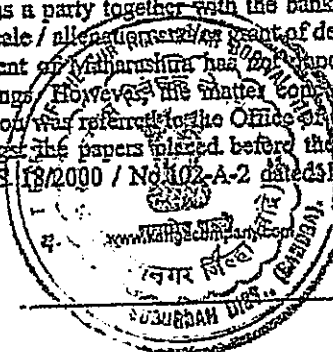
✓ 20. By a Deed of Retirement dated 6th November 2009 made between Synchem and Novamed of the One Part and Lupin Chemicals, Rahas, Lupin Investments, Khushiram and Jagannath of the Other Part; the said Lupin Chemicals, Rahas, Lupin Investments, Khushiram and Jagannath retired from the said partnership of PLA with effect from 1st April 2009 and Synchem and Novamed agreed to continue the partnership business in the firm, name and style of Messrs. Frank Landmark Associates.

✓ 21. By a Deed of Lease dated 6<sup>th</sup> January 2010 made between Nirlon of the First Part, Synchem and Rahas in their capacity as the partners of PLA of the Second Part, Raheja of the Third Part and Raheja Sherwood Co-operative Housing Society Limited of the Fourth Part and registered with the office of the Sub-Registrar of Assurances at Borivali under Serial No. 206-2010, the said Nirlon with the confirmation of PLA and Raheja demised unto the said Raheja Sherwood Co-operative Housing Society Limited the Raheja Property more particularly described in the Third Schedule hereunder written for the term of 999 years commencing from 1<sup>st</sup> September 2008 at or for the lease rent and on the conditions and covenants therein contained.

✓ 22. By a Deed of Rectification dated 17<sup>th</sup> February 2010 made between Nirlon of the First Part, Synchem and Novamed of the Second part, Rahas of the Third Part, Raheja of the Fourth Part and Raheja Sherwood Co-operative Housing Society Limited of the Fifth Part, the parties rectified certain errors committed in the aforesaid Deed of Lease dated 6<sup>th</sup> January 2010. The said Deed of Rectification is pending registration.

✓ 23. The said Property is part of the Larger Property vested in favour of Nirlon vide Sanad dated 18<sup>th</sup> August 1962. The said Sanad dated 18<sup>th</sup> August 1962 issued by the Additional Collector, State Government of Maharashtra, Mumbai Suburban District, inter alia, provides in Clause 5 that Nirlon shall not alienate the Sanad Land or any portion thereof except with the previous permission in writing of the Government. However, it is further provided that Nirlon is entitled to mortgage the said lands to any Bank or Financial Institution. Further, in the event of mortgage sale for realisation of mortgage debt, the Government will be entitled to receive from Nirlon gross amount of unearned income subject to the proviso that the Government will not be entitled to receive any payment unless the mortgagee's claim in respect of the mortgage debt is satisfied.

✓ 24. Nirlon agreed to alienate / grant development rights on the portions of Sanad property as recorded by the orders passed by the Board of Industrial and Financial Reconstruction (BIFR). In the BIFR proceedings, the State Government of Maharashtra was a party together with the banks / institutions concerned. BIFR sanctioned the sale / alienation / grant of development rights by Nirlon. The State Government of Maharashtra has not opposed the sale / alienation in the above proceedings. However, the matter concerning unearned income, if any, payable by Nirlon was referred to the Office of the Collector, Mumbai Suburban District. Amongst the papers placed before the Collector, was the notification bearing No.LBS 18/2000 / No.102-A-2 dated 10<sup>th</sup> October 2001 issued by the

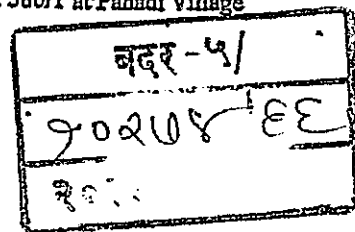
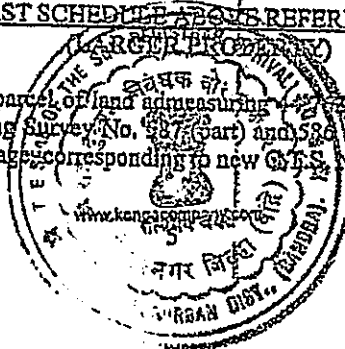


State Government of Maharashtra, Revenue and Forest Department, Inter alia, permitting sale of the concerned land subject however to the condition that the Collector is empowered to calculate and ascertain 50% of the unearned income, if payable, by Nirlon.

25. We note that the Collector, Mumbai Suburban has by its Order dated 10<sup>th</sup> July, 2003 addressed to the Executive Vice Chairman of Nirlon clarified that considering the loans of Nirlon, the repayment thereof made by Nirlon from its own income and the amounts received by Nirlon by sale of land as mentioned in the above Government notification, the amount to be recovered from Nirlon by way of unearned income is Nil. In the circumstances, in our opinion, there is no amount of unearned income or premium to be paid by Nirlon for the grant of development rights and/or sale of the subject lands covered by the aforesaid Sanad granted in favour of Nirlon.
26. Further, it may be noted that as per terms of the aforesaid Sanad, the conditions prohibiting transfer by sale imposed upon Nirlon would not apply to the transferees, who purchase the said lands. Accordingly, in our opinion, grant of development rights in favour of PLA and the transfer / alienation of the said Property and of the premises built thereon shall not require any prior permission from the Collector and/or State Government of Maharashtra.
27. We have caused searches to be taken in the office of the concerned Sub Registrar of Assurances and no document of title has been found to be registered which adversely affects the title of Nirlon and the development rights of the PLA in respect of the said Balance Property.
28. We have issued notices in the local newspapers i.e. Economic Times and Navshakti both dated 26<sup>th</sup> November, 2009 and 27<sup>th</sup> November, 2009 respectively inviting claims in respect of the said Property and no claim in respect of the said Property including the Balance Property has been received by us till date.
29. We have been furnished with a Certificate dated 2<sup>nd</sup> March 2010 issued by Yeshwant Datar & Associates, Architect, Planner and Consultants (hereinafter referred to as "the said Architects") which certifies that after considering the development of the Raja Sherwood Complex and the Hub on the said Property, the minimum development potential of the said Balance Property (comprising of FSI and/or already loaded TDR) is 27,129.22 sq.mtrs.
30. Based on the aforesaid and subject to what is stated hereinabove, in our opinion, Nirlon Limited has a clear and marketable title in respect of the said Balance Property and Franik Landmark Associates (PLA) are entitled to unencumbered development rights in respect of the said Balance Property more particularly described in the Fourth Schedule hereunder written and are also entitled to sell, transfer and deal with the same.

THE FIRST SCHEDULE ABOVE REFERRED TO:

All that piece and parcel of land admeasuring 98 sq. mtrs. or thereabouts forming part of land bearing Survey No. 587 (part) and 586 (part) at Pahadi Village and 258 (part) of Goregaon Village corresponding to new G.S. Nos. 586/1 at Pahadi Village



**KANGA & CO.** (Pvt. Ltd.)  
 ADVOCATES & SOLICITORS  
 121<sup>st</sup> YEAR  
 2010-2011

Sheet No. \_\_\_\_\_

and 257/G (part) at Goregaon Village off the Western Express Highway, Goregaon East, Mumbai 400063 and bounded as under:

East: by Service road and Express Highway  
 West: by Internal road abutting Nirion's main plot  
 North: CAMA Industrial Estate  
 South: DP Road and New Standard Engineering

THE SECOND SCHEDULE ABOVE REFERRED TO:  
 (PROPERTY)

Area admeasuring 27,882.00 sq. meters forming part of the Larger Property described in the First Schedule hereinabove written and bounded as under:

East: by Service road and Express Highway  
 West: by Internal road abutting Plot "A" of Nirion  
 North: 12 Feet access road  
 South: DP Road and New Standard Engineering

THE THIRD SCHEDULE ABOVE REFERRED TO:  
 (RAHEJA PROPERTY)

Area admeasuring 8,537 sq. meters or thereabouts forming part of the Property described in Second Schedule hereinabove written

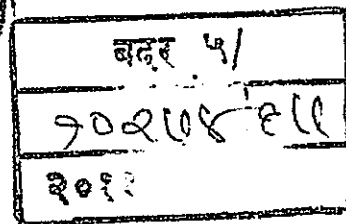
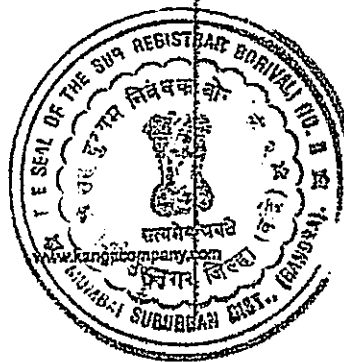
THE FOURTH SCHEDULE ABOVE REFERRED TO:  
 (BALANCE PROPERTY)

The said Property being the balance admeasuring 19345 sq. mtrs or thereabouts (less the Raheja Property) having minimum development potential (comprising FSI and/or already loaded TDR) of 27,129.22 sq.mts [as certified by the said Architects].

Dated this 2<sup>nd</sup> day of March, 2010.

Kanga and Company

*S. V. Kanga*  
 Partner













**घोषणापत्र**

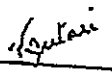
मी / आम्ही श्री. हुनेन्द्र नायर, नरीता सुतारी, प्रकृत्या ओक, हेगल इंजीनियर  
 खाती रोपित करणे / करणे वर, पुण्या निबंधक कार्यालय (गणेश) येथे खर्च  
 करणारे **कृशरजाभा** या निबंधकाच्या वर खेतीसाठी खर्च  
 करणारा असे. खेतीसाठी खेती, खेतीसाठी खेती, हुनेन्द्र कं. खा.  
 खेती करणारे, यंत्रणे सुतारी व इ. वरिष्ठे वर. २०१७ -  
 रोजी खर्च करणारे हुनेन्द्रनाथाच्या अपां आम्ही कर दला खेतीसाठी  
 खर्च करणे वर निबंधक करणारे खेतीसाठी खर्च करणे. खर्च  
 हुनेन्द्रनाथाच्या निहाल देणा. यांचे हुनेन्द्रनाथाच्या वर खेती करणे  
 हुनेन्द्रनाथाच्या निहाल देणा. यंत्रणेसाठी खेतीसाठी खर्च करणे अन्य  
 खेतीसाठी खर्च करणारे हुनेन्द्रनाथाच्या पुढील हुनेन्द्रनाथाच्या वर खर्च करणे  
 वर. खर्च हुनेन्द्रनाथाच्या पुढील वर अजून उपरोक्त वर करणारा वर  
 आम्ही पुढील करणारे. खर्च करणारे पुढील अजून अजून, वरिष्ठ  
 अधिनियम १९०८ चे कलम ८२ अन्वये दिवसे वर आम्ही पात्र घरीत वर वर  
 मता आणत आम्ही वर.


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ठिकाण :- खेती वर

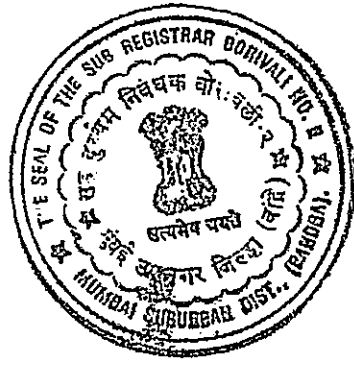
हुनेन्द्रनाथाच्या खाती वर व नाव

  
 श्री. हुनेन्द्र नायर,

  
 नरीता सुतारी,

  
 प्रकृत्या ओक,

  
 हेगल इंजीनियर



बदर-५/
१०२०५/०२
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*ML*  
*2019*

**SPECIAL POWER OF ATTORNEY**

To all to whom this present shall come, We (1) ODEON THEATRES AND PROPERTIES PRIVATE LIMITED (2) LODHA ELEVATION BUILDCON PRIVATE LIMITED and (3) LODHA PRANIK LANDMARK DEVELOPERS PRIVATE LIMITED all of them Private Limited Companies registered under the Companies Act, 1956 and having its registered office at 216, Shah and Nahar, Dr. E. Moses Road, Worli, Mumbai - 400 018 and sales office at Lodha Pavilion, Apolo Mills Compound, N.M Joshi Marg, Mahalaxmi - 400 011 (hereinafter for the sake of brevity collectively to as "the said Companies") and (4) KIDDERPORE HOLDINGS LIMITED a Limited Company incorporated and registered under the Companies Act, 1956 and having its registered office at Shree Niwas House 2<sup>nd</sup> Floor, H. Somani Marg, Mumbai 400 001(hereinafter referred to as "the Company");

**SEND GREETINGS**

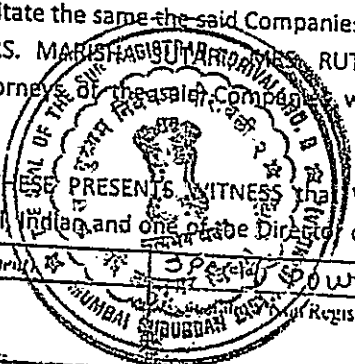
WHEREAS the said Companies are engaged in business of real estate and property development and constructing various Buildings comprised of Residential Flats, Commercial Units /Buildings and such other premises and selling such Residential Flats , commercial building/Units and such other premises in Mumbai and elsewhere in India.

This said Companies are in process of executing Agreements for Sale with the Prospective Purchasers and for the said Companies are required from time to time sign, execute, admit, Ledge and register the Agreements for Sale before the concerned Sub-Registrar of Assurance, and in order to facilitate the same the said Companies are desirous of appointing SHRI SURENDRAN NAIR, MRS. MADHUSUDHAN RAMKRISHNAN, RUTUJA OAK and MS. TEJAL ENGINEER as Constituted Attorney of the said Companies with following powers and authorities.

NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that We ABHINANDAN LODHA, SURENDRA. K. SHAH of Mumbai, India and one of the Directors of the said Companies doth

करी आर्द्धदीवी आर्द्ध दीवी  
For IDBI BANK LTD  
Authorised Signatory  
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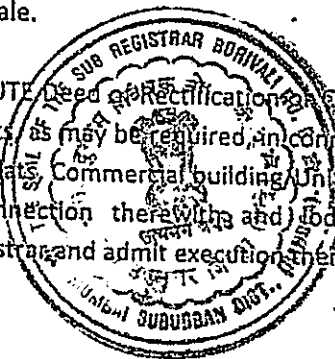


दस्तावेज प्रकार (Nature of Document)	Special Power of Attorney
संकेत नंबर (Registration or Details)	
उपरोक्त धुनिक नंबर (Franking Unique No.)	
पिकावतीचे धोरण (Property Description in Brief)	
मोबदला रक्कम (Consideration Amount)	
खरीददारचे नाव (Purchasers Name)	Surendran Nair
दस्तावेज दुसऱ्या पक्षाच्या नांव (Signatory Name)	

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said Companies doth hereby appoint nominate and constitute the said SHRI SURENDRAN NAIR, MRS. MARISHA SUTARI, MRS. RUTUJA OAK and MS. TEJAL ENGINEER as true and lawful attorneys or agents of the said respective Companies with full powers and authority to jointly and severally do and execute all act, matters, deeds and things as hereinafter mentioned on behalf of, in the name of and for the Companies viz.

1. TO SIGN AND EXECUTE Letter of Allotment for the purpose of sale and allotment of Residential flats, Commercial Buildings /Units and such other premises in buildings constructed by the said Companies on the properties in different development projects in terms of Allotment letter approved by the said Companies or any of them.
2. TO ENTER INTO, SIGN AND EXECUTE Agreements for sale in connection with the Residential Flats, Commercial building/ Units and such other premises in Building/s constructed by the said Companies on the properties in different development projects and incidental thereto signs necessary forms and papers for the purpose of effective registration of such Agreements.
3. Subject to prior approval of the management of the Company TO SIGN AND EXECUTE all forms, writing, affidavit and other ancillary papers and documents, as may be required, to enable the prospective Purchasers of the Residential Flats, Commercial building/ Units and such other premises to secure loans and financial assistance from the bankers and financial Institutions for the purpose of the payment of the consideration payable by the such prospective Purchasers to the Companies without making any monetary or others commitments or any other liabilities of whatsoever nature thereto on behalf and against the said Companies to or by the banker or financial Institution.
4. TO APPEAR BEFORE AND ATTEND TO the concerned Sub-Registrar and TO LODGE AND PRESENT before him AND TO ADMIT execution of the Agreement for Sale executed by the Attorney with the prospective Purchasers lodged for registration in connection sale of the Residential Flats, Commercial building/Units and such other premises in the building constructed by the Companies or any of them and to do all necessary acts deeds matters and things for effectively registering the said Agreement of Sale.
5. TO SING AND EXECUTE Deed of Rectification or Cancellations or confirmation or any other documents, as may be required, in connection with the Agreement for sale of Residential Flats, Commercial building/Units and such other premises and transactions in connection therewith and lodge for registration with the concerned Sub-Registrar and admit execution thereof.



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6. For the better doing, performing and executing all the matters and things aforesaid. I hereby further grant into the said Attorney full power and absolute authority to substitute and appoint in his place. One or more substitutes on such terms as he shall think fit and to exercise all or any of the powers and authorities and to do all acts, deeds and things under this Special Power of Attorney which includes execution of Agreement for Sale and admit execution thereof before concern Sub Registrar of Assurance for effective, registration of such document and to revoke any such appointment from time to time and to substitute or appoint any others in his place as the said Attorney from time to time as he think fit and / or proper subject to terms stated therein.

Provided that notwithstanding anything herein before contained, the said Attorney shall always act within and not outside the Instruction or directions received by him from the management and board of directors of the said Companies and the said Companies hereby agree to ratify and confirm all acts and things lawfully done by the said attorney, pursuant to the powers hereinbefore contained.

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

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



BY and withinnamed  
M/S. LODHA PRANIK LANDMARK DEVELOPERS  
PRIVATE LIMITED ;

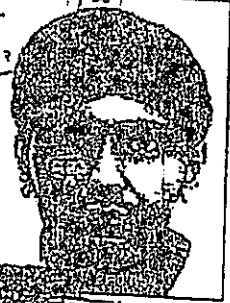
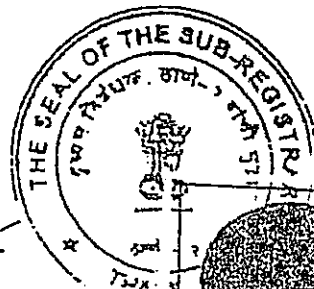
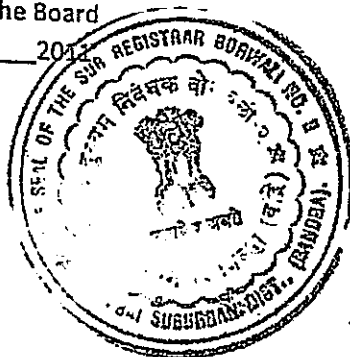
By and through their one of the Partner  
Mr. Abhinandan Lodha

Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2017

In the presence of ....

Witness

1) Suchvan - [Signature]  
2) S. more - [Signature]



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१०२७४/१५
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SIGNED SEALED AND DELIVERED  
 BY and withinnamed  
 M/S. LODHA ELEVATION BUILDCON  
 PRIVATE LIMITED ;  
 By and through their one of the Partner  
 Mr. Abhinandan Lodha  
 Pursuant to the resolution of the Board  
 Of Directors dated \_\_\_\_\_ 2007  
 In the presence of ....

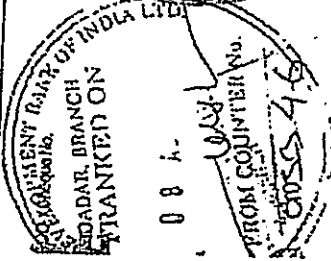
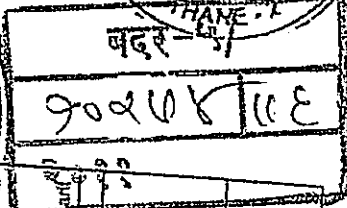
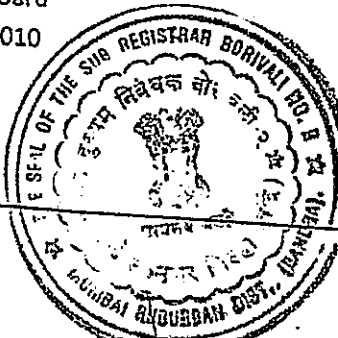
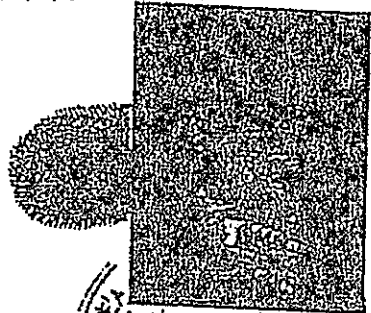
*Abhinandan Lodha*

SIGNED SEALED AND DELIVERED  
 BY and withinnamed  
 ODEON THEATRES AND PROPERTIES PRIVATE LIMITED.,  
 By and through their one of the Director  
 Mr. Surendra K Shah  
 Pursuant to the resolution of the Board  
 Of Directors dated \_\_\_\_\_ 2009  
 In the presence of .....

*Surendra K Shah*

SIGNED SEALED AND DELIVERED  
 BY and withinnamed  
 KIDDERPORE HOLDINGS LTD  
 By and through their one of the Director  
 Mr. Surendra K Shah  
 Pursuant to the resolution of the Board  
 Of Directors dated \_\_\_\_\_ 2010  
 In the presence of .....

*Surendra K Shah*



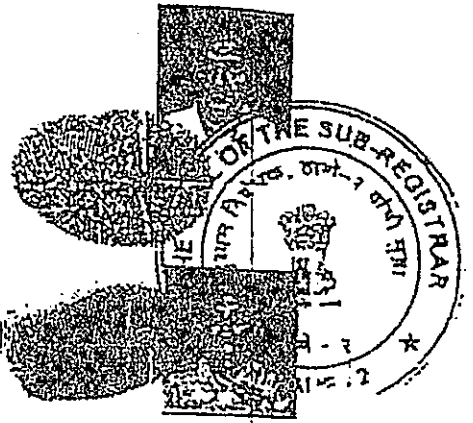
Signature of Purchaser / Applicant  
 (To be filled for Bank's Use only)  
 Date: \_\_\_\_\_  
 Signature of /ka  
 KIDDERPORE HOLDINGS LTD  
 KIDDERPORE  
 Revised Signatory



Customer's Copy अ.नं. Sr. No. \_\_\_\_\_  
 तारीख Date 8/8/11  
 अकाउंट No. 37200010086.  
 डॉ. वि. बा. रॉ. सु. (सी. डी. बैंक) ए. सी. स्टैम्प ड्युटी

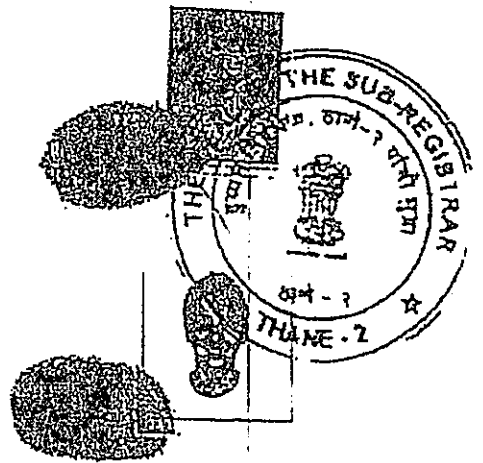
अकाउंट	विवरण	रु. र.	रु. र.	रु. र.
1	Type of Document	Special Power of Attorney		
2	Type of Stamp	Notar Public Special Adhesive		
3	Franchising Value	100/-		
4	Service Charges	10/-		
5	Total	110/-		
अकाउंट नं. तारीख वरु. Name of stamp duty paying party				
<i>Surendra K Shah</i>				

SHRI SURENDRA NAIR



MRS. MARISHA SUTARI

MRS. RUTUJA OAK

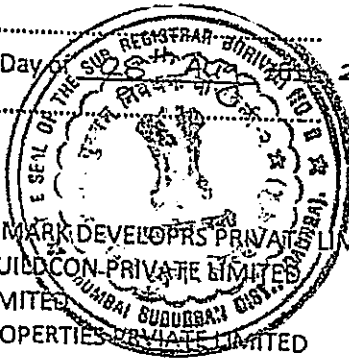


MS. TEJAL ENGINEER



Signature and Photograph of Constituted Attorney

Dated this Day of 28th Aug 2011



बदर-५/
१०२१०८/७७
२०११

WE,

M/S. LODHA PRANIK LANDMARK DEVELOPERS PRIVATE LIMITED  
M/S. LODHA ELEVATION BUILDCON PRIVATE LIMITED  
KIDDERPORE HOLDINGS LIMITED  
ODEON THEATRES AND PROPERTIES PRIVATE LIMITED

\* witness

1) S. Chauhan -

2) S. more -



1) M. K. K.



2) Surentra-K. Shah



3)

[Signature]



4)

Mutasi



5)

Pak



[Signature]



- पावर क १८२/२०११

बदर मुख्य कार पत्र आज दि ११/१२/२०११ कोडी  
१) म. मोहन शर्मा के लॉड भाग उच्च अ. के लफ व अर मिहू देवा  
लफ अ. मोहन शर्मा के लॉड भाग उच्च अ. के लफ भाग देवा

बदर-५/
१०२०४/०८
२०११

२) श्री श्रीमन् देव प्रसाद शर्मा के लफ व अर  
किर पेश्वर होल्डीज के लफ अर अर श्री

३) श्री सुरेंद्र नाथ शर्मा के लफ व अर

४) श्रीम. मारीशा सुनील शर्मा के लफ व अर

५) श्रीम. ब. सुनील शर्मा के लफ व अर

६) श्रीम. देव प्रसाद शर्मा के लफ व अर

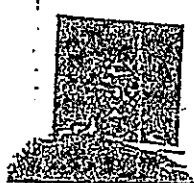
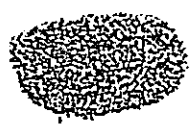
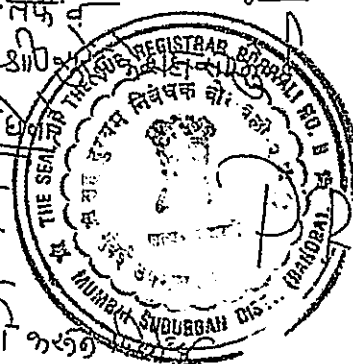
की मुंषह यानी माध्य समक सहा करण

त्यांच्या मोठ्या विषयी ७) श्री-पं. देव प्रसाद शर्मा के लफ व अर

८) श्री विशाल पंड्या शर्मा के लफ व अर

हेथला पत्रिका

संख्यांक १८२/११ प्रमाणित फी १००/- मुख्य १००/-



OF THE [Signature] निबंधक ठाणे क्र [Signature]  
पत्रिका

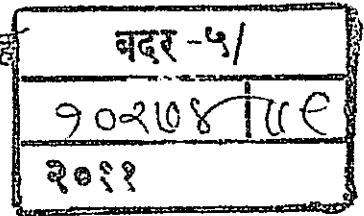
## कुलमुखत्यारपत्राचे घोषणापत्र

मी, श्री. P. R. Kesarkar या द्वारे घोषित  
करतो की, दुय्यम निबंधक खेरीवली 2 यांचे कार्यालयात  
करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला  
आहे. श्री. सुरेन्द्र नार या इतर यांनी  
दिनांक २०/११ रोजी मला दिलेल्या कुलमुखत्यारपत्रांच्या आधारे मी, सादर दस्त  
नोंदणीस सादर केला आहे / निष्पादीत करून कबूलीजबाब दिला आहे. सादर  
कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा  
कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य  
कोणत्याही कारणामुळे मुखत्यारपत्रातल टरलेले नाही. सादरचे कुलमुखत्यारपत्र  
पूर्णपणे वैध असून उपरोक्त कृती करण्यात मी पुर्णतः सक्षम आहे. सादरचे कथन चुकीचे  
आढळून आल्यास, नोंदणी अधिनियम १९ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिन  
याची मला जाणीव आहे.

ठिकाण : खेरीवली  
दिनांक : २०/११/११

सही P. R. Kesarkar  
कुलमुखत्यारपत्राचे घोषणापत्र लिहून देणार

मी सादर कुलमुखत्यारपत्राचे सत्यते विषयी संपूर्ण केली आहे. तसेच वैधतेबाबत खात्री केली  
आहे.



280/299

दस्तावेजाचा प्रकार (Nature of Document)	Special Power of Attorney
धरत नोंदणीकर तपविल्ल (Registrar Details) If Registrable Name of S.R.O	Registrable / Non Registrable
दस्तावेजाचा सुनिश्च नंबर (Franking Unique No.)	
पिढ्कतीचे धोंडक्यात वर्णन (Property Description in Brief)	
मोंवदला रक्कम (Consideration Amount)	
मुद्रांक धरंदोंदाराचे नांव पध्कतऱ नांव (Stamp Purchaser's Name)	Surendran Naik
वसतऱीस दुसऱ्या ध्कज्याचे नांव (Stamp of the other Party)	
हस्तें अस्त्यास नांव व पत्ता (Brought Name & Address)	
मुद्रांक दुल्कमी रक्कम (Stamp Duty Amt. in words)	500/-
प्राधिकृत अधिविल्ल (साधों धुळे, स्वाक्षरी व पिढ्का) (Authorised Person's full Signature & Seal)	Surendran Naik

SPECIAL POWERS OF ATTORNEY :

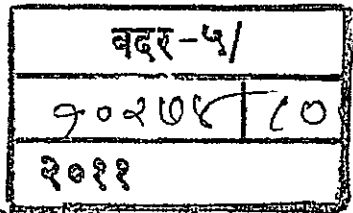


To all to whom this presents shall come, We Mr. SURENDRAN NAIK, MRS. MARISHA SUTARI, MRS. RUTUJA OAK and MS. TEJAL ENGINEER of Mumbai, Indian Inhabitant and Power of Attorney Holders of

To all to whom this present shall come, We (1) ODEON THEATRES AND PROPERTIES PRIVATE LIMITED (2) LODHA ELEVATION BUILDCON PRIVATE LIMITED and (3) LODHA PRANIK LANDMARK DEVELOPERS PRIVATE LIMITED all of them Private Limited Companies registered under the Companies Act, 1956 and having its registered office at 216, Shah and Nahar, Dr. E. Moses Road, Worli, Mumbai - 400 018 and sales office at Lodha Pavilion, Apolo Mills Compound, N.M Joshi Marg, Mahalaxmi - 400 011 (hereinafter for the sake of brevity collectively to as "the said Companies") and (4) KIDDERPORE HOLDINGS LIMITED a Limited Company incorporated and registered under the Companies Act, 1956 and having its registered office at Shree Niwas House 2<sup>nd</sup> Floor, H. Somani Marg, Mumbai 400 001 (hereinafter referred to as "the Company");

SEND GREETINGS WHEREAS:

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



Industrial Development Bank of India Ltd.  
Kohinoor Hall, Opp. Swarnajayanti  
Mumbai City Side Doodar Bldg.,  
Doodar (E), Mumbai-400 014.  
D-SST/PL/VC R.1007/13/06/113-16/10

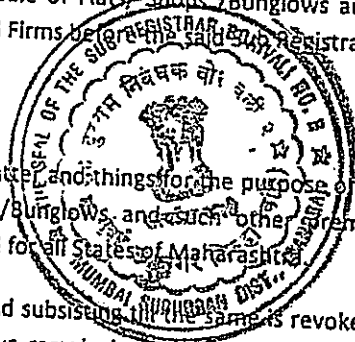
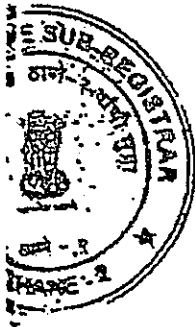
हस्तें अधिविल्ल वीर वीर  
FOR PUNJ BANK LTD  
S Surendran Naik  
Authorised Signatory

भारत 05208  
177802  
R-00005001  
INDIA STAMP DUTY MAIL  
भारत 05208  
177802  
R-00005001  
भारत 05208  
177802  
R-00005001  
भारत 05208  
177802  
R-00005001  
भारत 05208  
177802  
R-00005001

- (b) We authorized vide Power of Attorney dated \_\_\_\_\_ to sign Agreements for Sale Of Residential Flats/ Shops /Bunglows/Commercial building/Unit and such other premises as constituted attorney Holder of said Companies and said Firms and exercise powers and authorities for an on behalf of the Said Companies and said Firms.
- (c) In order to facilitate the registration before the office of Sub-Registrar of Mumbai and all other States of Maharashtra and for admitting the execution of the said Agreement for Sale, we therefore Desirous of appointing Mr. Pandhari Kesarkar, Mr. Rahul Wandeekar, Mr. Ramesh Rawal, Mr. Pramod Kamble and Mr. Anil Palande the Attorney to act on Our behalf in the manner hereinafter appearing.

NOW KNOW YE ALL AND THESE PRESENTS WITNESS that We, Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI, MRS. RUTUJA OAK AND MS. TEJAL ENGINEER of Mumbai, Indian Inhabitant and in my capacity as Power of Attorney Holders of the said Companies and said Firms doth hereby nominate, constitute and appoint (1) MR. PANDHARI KESARKAR of Mumbai, Indian Inhabitant, Residing at Gafurkhan Chawl, Room No.7, New Mill Road, Sambhaji Chowk, Kurla (West), Mumbai-400 070 , (2) MR. RAHUL WANDEKAR of Mumbai, Indian Inhabitant, residing at Room No. 7, Athawale Building, Chitale Path, Bhavani Shankar Road, Dadar (West), Mumbai 400 028 , (3) Mr. Ramesh Rawal Residing of Mumbai, Indian Inhabitant, Residing at Hanuman Nagar, Pragati Rahivasi Sewa Sangh, Room No. 4, Motilal Nagar, M.G.Road, Goregaon (West), Mumbai 400 090 (4) Mr. Pramod Kamble of Mumbai, Indian Inhabitant, Residing at B/15, Mata Ramabai Ambedkar Nagar, Dr. E. Moses Road, Worli, Mumbai – 400 018 and (5) Mr. Anil Palande of Mumbai, Indian Inhabitant residing at A – 202 chandresh Enclave, M.D. Nagar, Achole Road, Nallasopara ( East ), to by my true and lawful substituted Attorneys (hereinafter referred to as " the said Attorneys" ) individually and severally to do all or any of the following acts, deeds, matters and things for the said Companies and said Firms and in the name and on behalf of the said Companies and said Firms that is to say:

- To lodge for registration varlous Agreements for sale of Flats/ Shops /Bunglows executed by US and behalf of the said Companies and said Firms with Sub-Registrar of Assurances at Mumbai and all other States of Maharashtra and to admit execution thereof on Our behalf for the said Companies and said Firms by any one of them.
- We hereby specifically authorize the said Attorneys to attend and appear for Registration and to admit execution of agreements for Sale of Flats/ Shops /Bunglows and such other premises on behalf of the said Companies and said Firms before the said Sub-Registrar of assurance.
- To do all or any other acts, deeds, matter and things for the purpose of effectually getting the said Agreements for Sale of Flats/Shops/Bunglows and such other premises registered with Sub-Registrar of Assurance at Mumbai and for all States of Maharashtra.
- This Power of Attorney is still valid and subsisting till the same is revoked or cancelled by me and/ or the aforesaid constituted attorneys remain in employment in one of the group Companies/ Firms and / or I ceased to be constituted attorneys holder of the said Companies and said Firms.



बदर-५/
१०२१०८/१९

5. AND we hereby agree to ratify and confirm in capacity as Power of Attorney Holders of the said Companies and said Firms whatever the said Attorneys shall do or cause to be done by virtue of these presents.

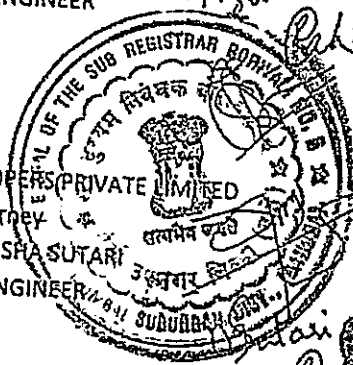
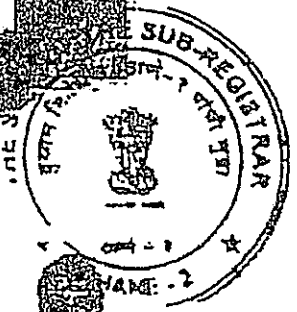
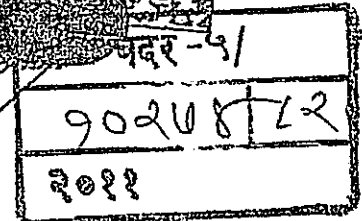
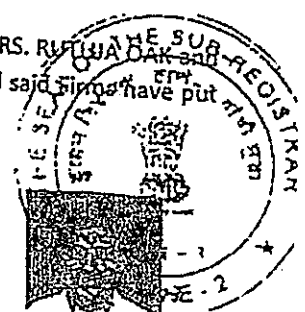
IN WITNESS WHEREOF WE Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI MRS. RUTUJA OAK and MS. TEJAL ENGINEER, Constituted Attorney holders of the said Companies and said Firms have put my hands to these presents on \_\_\_\_\_

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
ODEON THEATRES AND PROPERTIES PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
KIDDERPORE HOLDINGS LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA ELEVATION BUILDCON PRIVATE LIMITED  
By and through Its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA PRANIK LANDMARK DEVELOPERS PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....



*Handwritten signature: Marisha Sutari*

*Handwritten signature: Marisha Sutari*

*Handwritten signature: Marisha Sutari*

*Handwritten signature: Marisha Sutari*

Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER

Signature and Photograph of Constituted Attorney

Dated this Day of 08/08 2011

1. PANDHARI KESARKAR

1. P. R. Kesarkar

2. RAHUL WANDEKAR

2.

3. RAMESH RAWAL

3.

4. PRAMOD KAMBLE

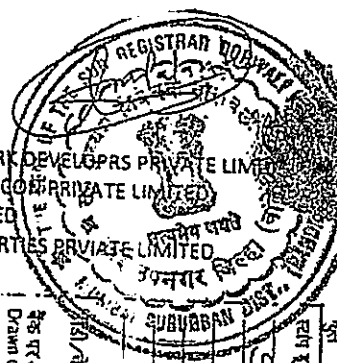
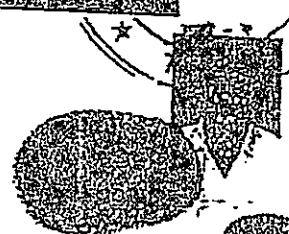
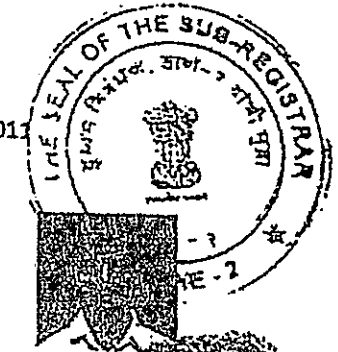
4.

5. ANIL PALANDE

5.

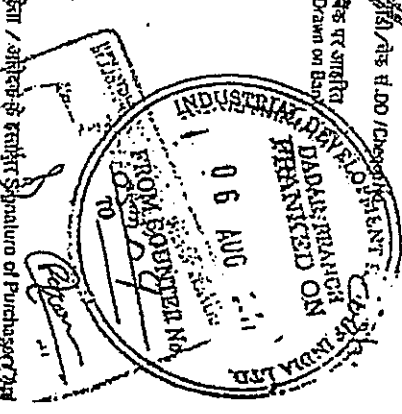
Power of attorney holder of -

M/S. LODHA PRANIK LANDMARK DEVELOPERS PRIVATE LIMITED  
M/S. LODHA ELEVATION BUILDING PRIVATE LIMITED  
KIDDERPORE HOLDINGS LIMITED  
ODEON THEATRES AND PROPERTIES PRIVATE LIMITED



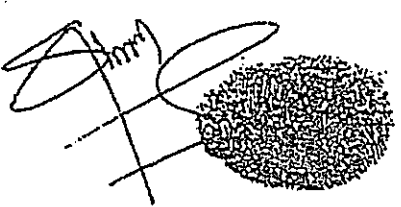
90208 13


Authorised Signatory  
Rutuja Oak  
MRS. RUTUJA OAK  
KIDDERPORE HOLDINGS LTD




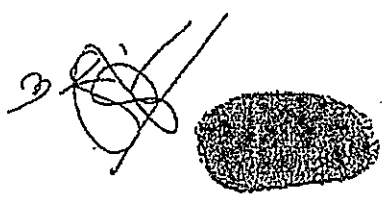
Customer's Copy		Sr. No.	
Account No. 3720010056		Date	
Stamp	Rs. 500/-	Service Charge	Rs. 10/-
Total	Rs. 510/-		

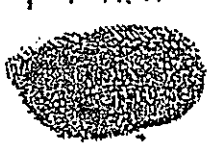
Suren Nair

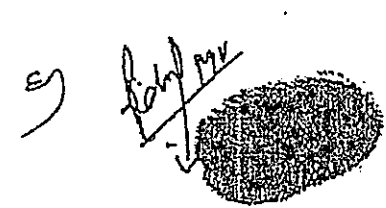
1) 


2) Mutari 

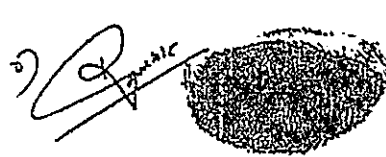
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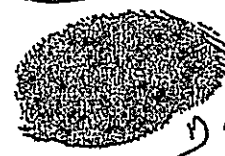
3) 

4) P. R. Kesari 

4) 

5) Kemest 

5) 

6) Lambud 



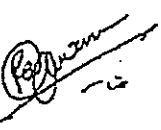
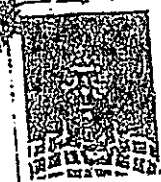

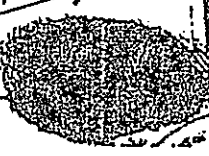
पॉवर क २६९/२०११

सर मुयवखार पगा भाज

बदर-५/  
१०५७४/२४  
२०११

- १) मोडिअन अरेव्ही सेव्हर्वा-को-तफ
- २) मोडा उमेव्हीत विव्हकतु-को-तफ
- ३) मोडा अणिक कोव्हाक उव्ह-को-तफ
- ४) श्री. सुरेंद्रनाथ शिंदे यांचे तर्फे
- ५) श्री. अशोक शिंदे यांचे तर्फे
- ६) श्री. अशोक शिंदे यांचे तर्फे
- ७) श्री. अशोक शिंदे यांचे तर्फे
- ८) श्री. अशोक शिंदे यांचे तर्फे
- ९) श्री. अशोक शिंदे यांचे तर्फे

अशा माझ्या समक्ष सहा करून दिले व त्यांचे  
 मोठ्या विषय-श्री. अशोक शिंदे यांचे तर्फे  
 श्री. अशोक शिंदे यांचे तर्फे  
 अशोक शिंदे यांचे तर्फे

अशोक शिंदे यांचे तर्फे २००७/२४/२०००



07/12/2011

दुय्यम निबंधकः

दस्त गोषवारा भाग-1

वदरः

दस्त क्र 10274/2011

3:25:39 pm

बोरीवली 2 (कांदिवली)

LE

दस्त क्रमांक : 10274/2011

दस्ताचा प्रकार : करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	<p>नाम: अन्धाना डिसाझा - -            पत्ता: घर/फ्लॅट नं: 8-डब्ल्यू, नवरोज अपार्टमेंट, भूला माई देसाई रोड, ग्रीच कॅम्पी-400026            गल्ली/रस्ता: -            ईमारतीचे नाव: -            ईमारत नं: -            पेठ/यसाहत: -            शहर/गाव:-            तालुका: -            पिन: -</p>	<p>लिहून घेणार            वय 80            सही</p>		
2	<p>नाम: फ्लोरिन्स डिसाझा - -            पत्ता: घर/फ्लॅट नं: यरीलप्रमाणे            गल्ली/रस्ता: -            ईमारतीचे नाव: -            ईमारत नं: -            पेठ/यसाहत: -            शहर/गाव:-            तालुका: -            पिन: -            पॅन नम्बर: AMXPD0041P</p>	<p>लिहून घेणार            वय 56            सही</p>		
3	<p>नाम: लोडा प्रणिक लॅडमार्क डेव्हलपर्स प्रा लि तर्फे            मुखत्यार सुरेंद्रन नायर तर्फे मुखत्यार पंढरी केसरकर -            पत्ता: घर/फ्लॅट नं: 216, शाह आणि नाहर वरळी नुं-18            गल्ली/रस्ता: -            ईमारतीचे नाव: -            ईमारत</p>	<p>लिहून देणार            वय 38            सही</p>		







दस्त गोषवारा भाग - 2

वदर5

दस्त क्रमांक (10274/2011)

LC

दस्त क्र. [वदर5-10274-2011] चा गोषवारा  
याजंर मुल्य : 11418628 मोबदला 28524970 भरलेले मुद्रांक शुल्क : 1409020

पावती क्र.: 10279 दिनांक: 07/12/2011  
पावतीचे वर्णन  
नाव: अंत्योनी डिसोजा - -

दस्त हजर केल्याचा दिनांक : 07/12/2011 03:20 PM  
निष्पादनाचा दिनांक : 02/12/2011  
दस्त हजर करणा-याची सही :

30000 : नोंदणी फी  
1740 : नक्कल (अ. 11(1)), पृष्ठांकनाची  
नक्कल (अ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फ्री

31740: एकूण

दस्ताचा प्रकार : 25) करारनामा  
शिवका क्र. 1 ची वेळ : (सादरीकरण) 07/12/2011 03:20 PM  
शिवका क्र. 2 ची वेळ : (फ्री) 07/12/2011 03:24 PM  
शिवका क्र. 3 ची वेळ : (कयुली) 07/12/2011 03:25 PM  
शिवका क्र. 4 ची वेळ : (ओळख) 07/12/2011 03:25 PM

दु. निबंधकाची सही, बोरीवली 2 (कांदिवली)

दस्त नोंद केल्याचा दिनांक : 07/12/2011 03:25 PM

ओळख :

खालील इसम असे निवेदीत करतात की, ते दस्तपेवज करून देणा-यांना व्यक्तीशः ओळखतात,  
व त्यांची ओळख पटवितात.

1) अंनेटी वेंकटरामकृष्णन - , घर/फ्लॅट नं: सिद्धीविनायक रोड नं-2 जोगेश्वरी पू

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

2) अनंतराम नाईक - , घर/फ्लॅट नं: 302, वृगा अपार्ट, अंधेरी

गल्ली/रस्ता: -

ईमारतीचे नाव: -

ईमारत नं: -

पेठ/वसाहत: -

शहर/गाव:-

तालुका: -

पिन: -

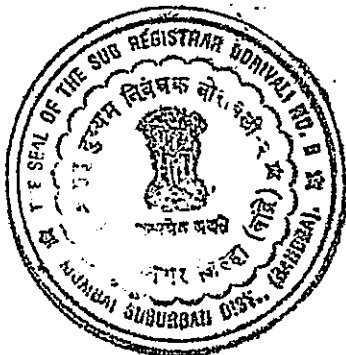
दु. निबंधकाची सही  
बोरीवली 2 (कांदिवली)

प्रमाणित करणेत येते की, या  
दस्तामध्ये एकूण .....पाने आहेत.

सह दुय्यम निबंधक, बोरीवली क. २,  
मुंबई उपनगर जिल्हा.

वदर-५/२०२०४/२०११  
पुस्तक क्रमांक १, करारांक ..... घर  
मोबदला : - 7 DEC 2011  
दिनांक :

सह दुय्यम निबंधक, बोरीवली क. २,  
मुंबई उपनगर जिल्हा.





दुय्यम निबंधक: बोरीवली 2 (कांदिवली)

दस्तक्रमांक व वर्ष: 10274/2011

नोंदणी 63 ग.

Wednesday, December 07, 2011

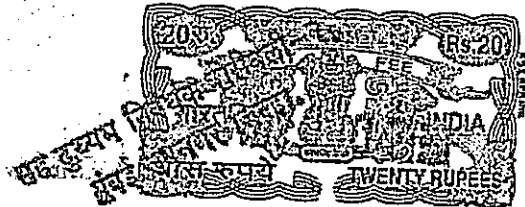
सूची क्र. दोन INDEX NO. II

3:25:48 PM

Regn. 63 m.e.

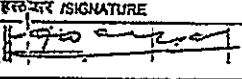
गावाचे नाव : पी.एस.पहाडीगोरेगांव


- (1) विलेखाचा प्रकार, भोंवदल्याचे स्वरूप करारनामा व बाजारभाव (भाडेपट्ट्याच्या वावतीत पट्टाकार आकारणी देतो की पट्टेदार ते नमूद करावे) भोंवदला रु. 28,524,970.00 वा.भा. रु. 11,418,628.00
- (2) भू-मापन, पोटहिस्सा व घरक्रमांक (असल्यास) (1) सिटिएस क्र.: 586/1/257(जी) वर्णन: सदनिका क्र 903, 9 वा मजला, वेनेझिया टॉवर अे, लोढा फिओरेंझा, लोढा पॅवेलीयन, वेस्टर्न एक्सप्रेस हायवे, हव मॉल जवळ, गोरेगांव पू मुं-63 (सोबत 2 कारपार्किंग)-विलेज पहाडी गोरेगांव (पू). (3) क्षेत्रफळ (1) 153.68 चौ मी विल्टअफ
- (4) आकारणी किंवा जुळी देण्यात असेल तेव्हा (1)
- (5) दस्तऐवज करून देण्या-या पक्षकाराचे व संपूर्ण पत्ता नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादीचे नाव व संपूर्ण पत्ता (1) लोढा मृगिक लँडमार्क डेव्हलपर्स प्रा लि तर्फे मुखत्यार सुरेंद्रन नायर तर्फे मुखत्यार पंढरी केसरकर - ; घर/प्लॉट नं: 216, शाह आणि नाहर वरळी मुं-18 ; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AACGL0427B
- (6) दस्तऐवज करून घेण्या-या पक्षकाराचे नाव व संपूर्ण पत्ता किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, वादीचे नाव व संपूर्ण पत्ता (1) अर्थोती डिसोझा - ; घर/प्लॉट नं: 8-डब्लू, नवरोज अपार्टमेंट, भूला माई देसाई रोड, व्रीच कॅडी-400026; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AAEPD3254H. (2) फ्लॉरिस डिसोझा - ; घर/प्लॉट नं: वरीलप्रमाणे; गल्ली/रस्ता: -; इमारतीचे नाव: -; इमारत नं: -; पेट/वसाहत: -; शहर/गाव: -; तालुका: -; पिन: -; पॅन नम्बर: AMXPD0041P.
- (7) दिनांक करून दिल्याचा 02/12/2011
- (8) नोंदणीचा 07/12/2011
- (9) अनुक्रमांक, खंड व पृष्ठ 10274 /2011
- (10) बाजारभावाप्रमाणे मुद्रांक शुल्क रु 1408850.00
- (11) बाजारभावाप्रमाणे नोंदणी रु 30000.00
- (12) शेरा







खरी अल

सह. दुय्यम निबंधक, बोरीवली इ. २  
(मुंबई उपनगर जिल्हा.)

आयकर विभाग / PERMANENT ACCOUNT NUMBER  
**AAEPD3254H**  
 नाम / NAME  
**ANTHONY R P D SOUZA**  
 पिता का नाम / FATHER'S NAME  
**R P D SOUZA**  
 जन्म तिथि / DATE OF BIRTH  
**16-06-1951**  
 हस्ताक्षर / SIGNATURE  
  
 आयकर निदेशक (प्रणाली)  
 DIRECTOR OF INCOME TAX (SYSTEMS)

आयकर विभाग / INCOME TAX DEPARTMENT  
 भारत सरकार / GOVT OF INDIA  
**FLORENCE DSOUZA**  
**SYLVESTER FERNANDES**  
 16/06/1951  
 Permanent Account Number  
**AAEPD0041P**  
 हस्ताक्षर / SIGNATURE  
  


आयकर विभाग / INCOME TAX DEPARTMENT  
 भारत सरकार / GOVT OF INDIA  
**ANNETTE**  
**ANTHONY MATHAIS**  
 04/05/1958  
 Permanent Account Number  
**ADNPV6822F**  
 हस्ताक्षर / SIGNATURE  
  


आयकर विभाग / INCOME TAX DEPARTMENT  
 भारत सरकार / GOVT OF INDIA  
**ANANTHRAM KODIPADI NAIK**  
**CHENNAPPA NAIK**  
 25/01/1949  
 Permanent Account Number  
**AACFN1382N**  
 हस्ताक्षर / SIGNATURE  
  


वदर-५/  
 १०२७४८५  
 २०११

न न न न न न - मुद्रण तिथि / THE DATE OF ISSUE  
 G/L A/c Pyslio issued / THE DATE OF ISSUE  
 दिनांक / Date  
 05-12-2011

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 Eros Theatre Building, Jamshedji Tata  
 Road, Mumbai - 400 029  
 CHG IFSC BKID0000019

हस्ताक्षर / ANIL UPLEKAR  
 137287  
 अधिकृत हस्ताक्षरकर्ता / Authorised Signatory

१२०३१४ ४०००२३०६४

7/12/11  
SCW  
4.76

Name: Mr. Anthony D'Souza

Residence No.: Venezia - A - 903  
9820063191



**Corporate Office**

Lodha Excelus, N M Joshi Marg, Mahalaxmi, Mumbai - 400011, Maharashtra. India.

T: +91 22 2302 4400 | Fax: + 91 22 23020693 | Email: sales@lodhagroup.com | www.lodhagroup.com

**Site**

Lodha Pavilion, On Western Express Highway, Adjacent to Hub Mall, Goregaon (E), Mumbai - 400 603