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AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 4th day of Jan. 2019

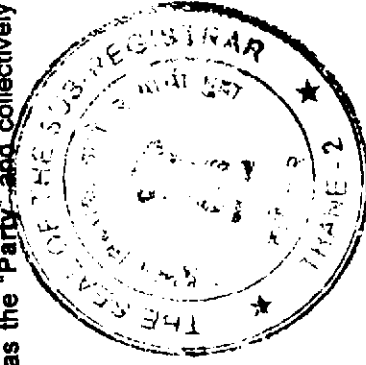
B E T W E E N:

LODHA DEVELOPERS LIMITED, a company incorporated and registered under the Companies Act 1956, having its registered office at 412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Rd, Horniman Circle, Fort, MUMBAI 400001, hereinafter referred to as "THE COMPANY" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the One Part,

AND

Baidyanath Jha and Reeta Jha residing / having its address at Flat No: 303, Leela Apartment SV Road Vile Parle West Mumbai-400056 India and assessed to income tax under permanent account number (PAN) AFGPJ2629B, AZGPJ3506M 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, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal 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 Company and the Purchaser are hereinafter individually referred to as the "Party" and collectively referred to as the "Parties".



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WHEREAS:

- A. The Company has constructed the Building (as defined herein) on the Larger Property (as defined herein).
- B. The chain of title of the Company to the Larger Property is at Annexure-2 (Chain of Title).
- C. A copy of the Report on Title in respect of the Larger Property is at Annexure 3 (Report on Title).
- D. The Company has applied for and obtained various Approvals for the development of the Building(s). The key Approvals obtained are set out at Annexure 4 (Key Approvals). Applications for further Approvals may be under consideration of the relevant authorities and, or, the Company may obtain further approvals as may be permitted by applicable regulations.
- E. The Company has engaged the services of architects and structural engineers for the preparation of the design and drawings in respect of the Building and the construction of the Building has been under the professional supervision of the said architects and structural engineers as required under the bye-laws of the local authorities.
- F. The Purchaser has applied to the Company for allotment of the Unit (as defined herein) in the Building.
- G. A copy of the floor plan in respect to the said Unit is hereto annexed and marked as Annexure 5 (Floor Plan).
- H. Relying upon the said application and the representations, declarations and assurances made by the Purchaser to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.

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

1. DEFINITIONS

- 1.1. "Agreement" shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.
- 1.2. "Applicable Law" shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- 1.3. "Approvals" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from or granted/ to be granted by the competent Authorities in connection with the Project/ Building/ Unit and/or the development thereof.
- 1.4. "Arbitrator" shall have the meaning ascribed to it in Clause 23.2 below.
- 1.5. "Authority" shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.

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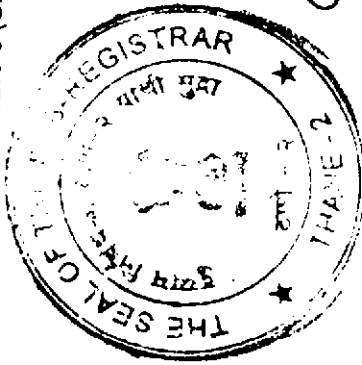


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1.6. "BCAM Charges" shall mean the Building common area maintenance charges payable by the Purchaser/owner for the maintenance of the Unit/ Building, but shall not include FCAM Charges.

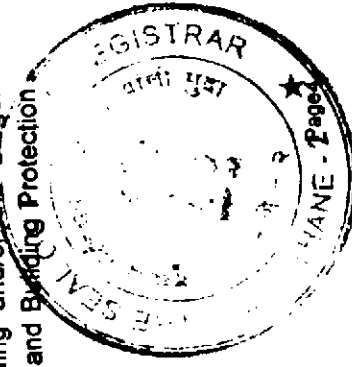
- 1.7. "Building" shall mean the single/multi-storied buildings to be/ being constructed as part of the Project.
- 1.8. "Building Conveyance" shall have the meaning ascribed to it in Clause 14.3 below.
- 1.9. "Building Protection Deposit" shall mean the amounts specified in the Annexure 6 (Unit and Project Details).
- 1.10. "CAM Charges" shall have the meaning ascribed to it in Clause 15.5.
- 1.11. "CAM Commencement Date" shall mean the day from which the Purchaser will be required to pay BCAM Charges and FCAM Charges (if applicable) and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether the Purchaser takes possession of the Unit.
- 1.12. "Car Parking Spaces" shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc.). Shortest walking distance between the Building entrance lobby and entry to location where car is parked shall not exceed 750 meters.
- 1.13. "Carpet Area" shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.
- 1.14. "Cheque Bouncing Charges" shall mean the charges payable by either Party to this Agreement on account of a cheque issued pursuant to this Agreement is not honoured for any reason whatsoever including 'insufficient funds', 'stop payment' or 'account closed' and shall mean an amount equivalent to of 2.5 (two point five) per cent of the value of the cheque in question. If the amount of the said cheque and the cheque bouncing charges thereto are not paid within a period of 30 days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5 (five) per cent of the value of the cheque issued.
- 1.15. "Club" shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.
- 1.16. "Common Areas and Amenities" shall mean the common areas and amenities as are available to and /or in respect of the Building/ Larger Property, as the case may be and more particularly described at Annexure 7 (Common Areas and Amenities).
- 1.17. "Company Notice of Termination" shall have the meaning ascribed to it in Clause 11.2.1.
- 1.18. "Confidential Information" shall have the meaning ascribed to it in Clause 27.1 below.
- 1.19. "Date of Offer of Possession" or "DOP" shall mean the date on which the Company, by written intimation, makes the Unit available to the Purchaser along with the OC in respect of the Unit (the OC maybe for part or whole of the Building). The estimated DOP is set out at Annexure 6 (Unit and Project Details).

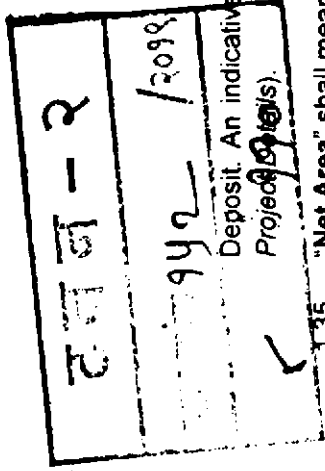


- 1.20. "Direct Tax" or "Direct Taxes" shall mean income tax, corporate tax, or similar tax & Levy/2019 wherever and whenever charged, levied or imposed together with any interest and penalties in relation thereto.
- 1.21. "Exclusive Balcony/ Verandah/Open Terrace Area" or "EBVT Area" shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appurtenant to the net usable floor area of the Unit, meant for the exclusive use of the Purchaser. EBVT Area is calculated prior to application of any finishes (i.e. on bare shell basis) and is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.
- 1.22. "FCAM Charges", if applicable, shall mean the Federation common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Larger Property (excluding the Building), but shall not include BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organisation and will be as set out at Annexure 6 (*Unit and Project Details*).
- 1.23. "Federation" shall mean the apex body to be formed by and consisting of the ultimate organisations formed in respect of various buildings constructed/to be constructed in the Project, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in law.
- 1.24. "Federation Conveyance" shall have the meaning ascribed to it in Clause 14.4 below.
- 1.25. "FEMA" shall have the meaning ascribed to it in Clause 20(y) below.
- 1.26. "FMC" shall have the meaning ascribed to it in Clause 15.1 below.
- 1.27. "Force Majeure" shall mean an event of flood, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project.
- 1.28. "FSI Free Constructed Spaces" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.29. "Indirect Tax" or "Indirect Taxes" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi, and, or, duty of any nature whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.
- 1.30. "Interest" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
- 1.31. "Larger Property" means the land with details as described in Annexure 1 (*Description of Larger Property*). For clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.
- 1.32. "Liquidated Damages" shall mean an amount equivalent to 10 per cent of the Total Consideration.
- 1.33. "Loan" shall have the meaning ascribed to it in Clause 7.1 below.
- 1.34. "Maintenance Related Amounts" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection

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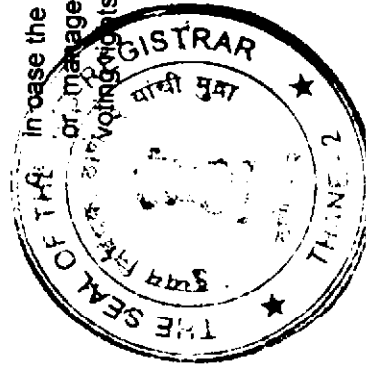





list of Maintenance Related Amounts is at Annexure 6 (Unit and

Project Details).

- 1.35. "Net Area" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.36. "OC" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.37. "Possession Demand Letter" shall have the meaning ascribed to it in Clause 10.1 below.
- 1.38. "Project" shall mean the project with RERA registration number as stated in Annexure 6 (Unit and Project Details) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The Project may be part of a layout on the Larger Property which may comprise of various other buildings and/or projects.
- 1.39. "Refund Amount" shall mean:
- 1.39.1. In case of termination pursuant to Clause 11.2.1 and Clause 11.2.2: an amount equivalent to the Total Consideration or part thereof paid by the Purchaser to the Company (excluding interest or any other charges paid by the Purchaser on account of delayed payments) after deducting therefrom the Liquidated Damages and, if applicable, any amounts paid to 3rd parties by the Company on behalf of the Purchaser including but not limited to stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Company to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchaser as a potential purchaser).
- For avoidance of doubt, it is clarified that any amount paid by the Purchaser which has been utilized towards payment of Indirect Tax to any Authority shall not be refunded unless (and till such time that) the Company receives credit for the same from the relevant Authority.
- 1.40. "Reimbursements" shall include all expenses directly or indirectly incurred by the Company in providing or procuring services/facilities other than the Unit including but not limited to LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is at Annexure 6 (Unit and Project Details).
- 1.41. "RERA" shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the rules.
- 1.42. "Service Providers" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.43. "Shortfall Amount" shall have the meaning ascribed to it in Clause 16.3 below.
- 1.44. "Structural Defects" shall mean any defect related to the load bearing structure of the Building and water proofing. It is further clarified that this shall not include any other non-load bearing elements or defects for reasons not attributable to the Company.
- 1.45. "Taxes" shall mean and include Direct Tax and Indirect Tax.
- 1.46. "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:
- the Unit or any part of the right, title or interest therein; and, or,
 - the benefit of this Agreement; and, or,



in case the Purchaser is a company, directly or indirectly, the change in (i) control and, or, (ii) shareholding constituting more than 25 per cent of the voting rights and, or, economic interest;


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d. in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

The term "Transfer" shall be construed liberally. It is however, clarified that Transfer in favour of: (i) a Relative (as defined under the Companies Act 2013); or (ii) a holding/subsidiary company (subject to Sub-Clause (c)(ii) above) shall not constitute a Transfer of the Unit.

- 1.47. "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit and will be the aggregate of the Consideration Value set out at Annexure 6 (*Unit and Project Details*), Reimbursements, the Maintenance Related Amounts and all Indirect Taxes thereto.
- 1.48. "Ultimate Organization" shall mean the company/ condominium/society/other permissible legal entity to be formed in respect of the Building as contemplated in Clause 14.
- 1.49. "Unit" shall mean the unit in the Building with the Carpet Area and EBVT Area as specified at Annexure 6 (*Unit and Project Details*) and floorplan thereto (with unit shaded) annexed hereto as Annexure 5 (*Floor Plan*).

2. RULES FOR INTERPRETATION

- 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 provision of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3. Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules, and shall be ignored in construing the same.
- 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. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.
- 2.10. The Purchaser confirms and warrants that the Liquidated Damages is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the

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ability or inability of the Company to resell the Unit, among others. The Purchaser waives his right to raise any objection to the payment or determination of Liquidated Damages in the manner and under the circumstances set out herein.

- 2.11. All amounts stated herein are exclusive of Taxes, including but not limited to service tax, Maharashtra value added tax, stamp duty, and all such Taxes, as maybe applicable from time to time, shall be borne and paid by the Purchaser separately, immediately upon the same being demanded by the Company as per Applicable Law.
- 2.12. In case of any conflict between the provisions of Clause 21 and any other provisions of this Agreement, the provisions of Clause 21 shall prevail.
- 2.13. The recitals above, the schedules and annexures hereto shall form an integral part and parcel of this Agreement and shall be read in conjunction with this Agreement.

3. DISCLOSURES AND TITLE

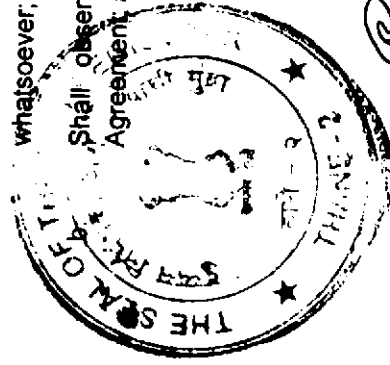
3.1. The Purchaser hereby declares and confirms that prior to the execution of this Agreement: (i) the Company has made full and complete disclosure of its title to Larger Property; (ii) he has taken inspection of all the relevant documents; and (iii) he has, in relation to the Unit/Building/Larger Property,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

- a. Nature of the Company's right, title and encumbrances, if any;
- b. The Approvals (current and future);
- c. The drawings, plans and specifications;
- d. Nature and particulars of fixtures, fittings and amenities.

3.2. The Purchaser confirms that the Purchaser has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding a draft of this Agreement. The Purchaser has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

4. AGREEMENT TO SELL AND CONSIDERATION

- 4.1. The Purchaser hereby agrees to purchase/acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Total Consideration as set out at **Annexure 6 (Unit and Project Details)** hereto subject to the terms and conditions mentioned herein and the Approvals.
- 4.2. The Total Consideration shall be paid by the Purchaser to the Company from time to time in the manner more particularly described at **Annexure 6 (Unit and Project Details)**, time being of the essence. The Purchaser shall be responsible for ensuring that payment of each installment is made within 14 (fourteen) days of the demand for the said installment being made by the Company. Payment shall be deemed to have been made when credit is received for the same by the Company in its account.
- 4.3. The Purchaser agrees and understands that Company has agreed to sell the Unit to the Purchaser on the specific assurance of the Purchaser that the Purchaser:
 - a. Shall make payment of the Total Consideration as per the timelines set out at **Annexure 6 (Unit and Project Details)**, without any delay or demur for any reason whatsoever;



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

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

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| Dishonour of any cheque issued by the Purchaser: 996 |
- a. Firstly, towards the Cheque Bouncing Charges in cases of dishonour of any cheque issued by the Purchaser;
- b. Secondly, towards Interest due as on the date of payment;
- c. Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and Taxes payable in respect of the Unit or any other administrative or legal expense incurred by the Company on account of delay in payment by the Purchaser and consequential actions required to be taken by the Company; and
- d. Fourthly, towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement.

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 Company.

- 4.5. In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question.
- 4.6. The Parties agree that, in addition to the interest, in case of every instance of delayed payment, either Party shall be entitled to recover from the other Party responsible for such delayed payments, all costs associated with the administrative actions related to follow-up and recovery of such delayed payments, which are estimated to be 2 (two) per cent of the amount of the delayed payment per instance (subject to minimum of INR 20,000/- (Rupees Twenty Thousand Only) per instance of delayed payment in 2018 and shall be revised on 1st April of each year as per rate of Reserve Bank of India's consumer price index).

5. CONSTRUCTION AND DEVELOPMENT

- 5.1. The Company has constructed the Building in accordance with the Approvals and, or, plans and amendments thereto as approved by the relevant Authorities.
- 5.2. The Parties agree that while the Company may make amendments to the plans or layouts of the Building and the Project as required for the execution of the Project or as may be directed by the competent Authorities. This may include any change wherein the Company, if permitted by the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible on any other property at any time prior to conveyance of the Larger Property to the Federation/Ultimate Organisation. The Purchaser gives his consent for such changes provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Net Area more than 3 per cent of the Net Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.

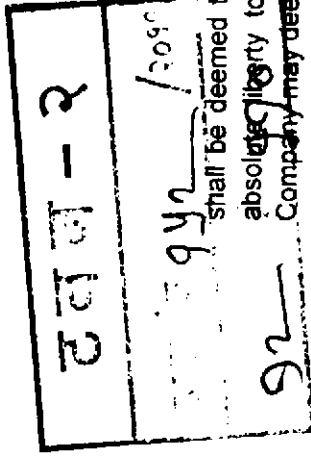
- 5.3. The Purchaser is aware and agrees that the Company shall allow various balcony/verandah/ open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit purchaser(s) in the Building and such unit purchaser(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Company and the said unit purchaser(s). The Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard,

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shall be deemed to have been waived. In terms of the above, the Company shall be at absolute liberty to allot/assign the said right to such person/s in the manner as the Company may deem fit and proper.

6. SECURITIZATION OF THE TOTAL CONSIDERATION

6.1. The Purchaser hereby grants his irrevocable consent to the Company to securitize the Total Consideration and/or part thereof and the amounts receivable by the Company hereunder and to assign to the banks / financial Institutions the right to directly receive from the Purchaser the Total Consideration and / or part thereof and / or the amounts payable herein. It is further agreed that any such securitization shall not lead to an increase in the Total Consideration paid by the Purchaser for the Unit and any payment made by the Purchaser to the Company and/or any bank or financial institution nominated by the Company in writing, shall be treated as being towards the fulfilment of the obligations of the Purchaser under this Agreement to the extent of such payment.

7. LOANS AGAINST THE UNIT

7.1. The Parties agree that notwithstanding any loan or financial assistance availed or to be availed by the Purchaser in connection with the payments to be made pursuant to this Agreement (Loan) and any mortgage created or to be created over the Unit in connection with such Loan (which requires the prior written consent of the Company), the Purchaser shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and/or any other the amounts payable hereunder.

7.2. The Parties further agree that the Company shall not in any way be liable or responsible for the repayment of the Loan taken by the Purchaser. All costs in connection with the procurement of the Loan and creation of a mortgage over Unit and payment of charges to banks or financial institutions in this connection shall be solely and exclusively borne and incurred by the Purchaser. Notwithstanding the provisions hereof, it is clarified that until all the amounts payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

7.3. The Purchaser hereby expressly agrees that so long as the Loan and the Total Consideration remain unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, Transfer, let out and/or deal with the Unit in any manner whatsoever without obtaining prior written permission of the Company and/or the relevant banks/financial institutions which have advanced the Loan. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organisation about the lien/charge of such banks/financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.

7.4. The Purchaser indemnifies and hereby agrees to keep indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that any bank/financial institution may initiate on account of the Loan or for the recovery of the Loan or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the Loan.

8. CAR PARKING

8.1. At the request of the Purchaser, the Company hereby permits the Purchaser to use the number of Car Parking Spaces as set out in **Annexure 6 (Unit and Project Details)** hereto within the Project/Larger Property. The allocation of these spaces shall be at the sole discretion of the Company and the Purchaser hereby agrees to the same. The Purchaser is aware that the Company has in the like manner allocated/ shall be allocating other car parking spaces to other purchasers of the units in the Building and in the Project and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise



any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organisation and/or execution of conveyance, as contemplated herein, cause such Ultimate Organisation to confirm and ratify and shall not permit the Ultimate Organisation to alter or change the allocation of Car Parking Spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the units in the Building and the Project.

9. **REGISTRATION**

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

10. **POSSESSION**

10.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Company shall endeavor to provide the Unit to the Purchaser on or before the estimated DOP set out at Annexure 6 (Unit and Project Details) with a grace period of 6 (six) months and any further extension as may be applicable pursuant to Clause 10.4 (cumulatively referred to as the Extended DOP i.e. estimated DOP as set out at Annexure 6 (Unit and Project Details) + additional grace period of 6 (six) months + further extension as may be applicable pursuant to Clause 10.4).

10.2. The Purchaser shall make full payment of all amounts payable under this Agreement within 15 (fifteen) days of the Company intimating him, in writing, that the Unit is ready for possession (Possession Demand Letter) and shall thereafter, take possession of the Unit. In the event the Purchaser fails and, or, neglects to take possession of the Unit within 2 (two) months from the date of the Possession Demand Letter, the Purchaser shall be liable to pay demurrage charges to the Company at the rate of INR 10/- per square foot of Net Area per month or part thereof from the expiry of the aforementioned 2 (two) month period till such time the Purchaser takes the possession of the Unit. The amounts payable by the Purchaser pursuant to this Clause 10.2 shall be in addition to the CAM Charges. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession of the Unit on the expiry of the 2 months from the date of the Possession Demand Letter and the Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Unit after this date.

10.3. The Company has obtained occupation certificate for the Unit (OC) (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law). The OC may be for part or whole of the Building. Further, the Company shall endeavor to make available the key Common Areas and Amenities in respect of the Building within a period of 1 (one) year from the Extended DOP.

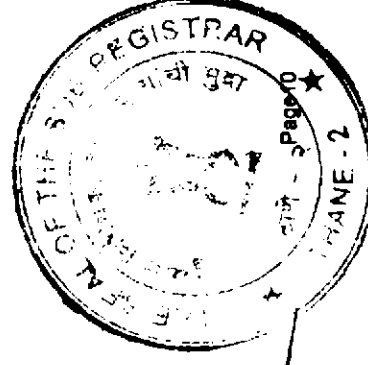
10.4. Notwithstanding any other provision of this Agreement, the Company shall, without being liable to the Purchaser in any way including in respect of payment of Interest, be entitled to reasonable extension of time for making available the Unit for possession or completion of said Building if the same is delayed for reasons beyond the control of the Company including on account of any of the following:

- a. Any event of Force Majeure;
- b. Riots / other civil disturbances;

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order, rule or notification of the Central or relevant State Government or other public or competent Authority or of the court which affects the Unit is located.

For the purposes of this Clause 10.4, a reasonable extension of time will, at the least, be equivalent to the aggregate of the period of the subsistence of an event or events stipulated in this Clause 10.4 and a 3 (three) month recommencement period.

11. **TERMINATION**

11.1. This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below. Both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of such change the Total Consideration.

Company's Right to Terminate

11.2. Company shall have right to terminate this Agreement only in the following circumstances:

11.2.1. **Non-Payment:** If the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to) making payment of all due amounts as per Schedule of Payment set out at **Annexure 6 (Unit and Project Details)** (and Interest thereon, if any) within 14 (fourteen) days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue to the Purchaser notice of such default and the Purchaser shall be provided with a further period of 14 (fourteen) days from the date of such notice to cure the said default. In the event that the Purchaser fails to cure such default within 14 (fourteen) days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this Agreement by sending a notice of termination by registered AD/ speed post (**Company Notice of Termination**).

11.2.2. **Attempt to Defame:** The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Larger Property or the Company or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Company shall, without prejudice to any other rights or remedies available in law, have the option to the terminate this Agreement sending the Company Notice of Termination.

11.3. **Consequences of Termination and Payment of Refund Amount**

11.3.1. On a termination of this Agreement by either Party in accordance with the provisions of this Clause 11, the booking / allotment of the Unit shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the Unit, save and except the right to receive the Refund Amount in accordance with Clause 11.3.2.

11.3.2. Pursuant to the termination of this Agreement, the Refund Amount shall be deemed to be due and payable to the Purchaser at the end of 12 months from the date of receipt of the Company Notice of Termination by the Purchaser, and shall be paid by the Company to the Purchaser only on the registration of a Deed of Cancellation of this Agreement.

12. **DEFECT LIABILITY**

12.1. If, during a period of 60 (sixty) months from the Date of Offer of Possession, the Purchaser brings to the notice of the Company any Structural Defect in the Unit or in the material used therein (excluding wear and tear and misuse), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Company at its own costs. In the case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive reasonable compensation from the Company for rectifying such defects, based on the estimated cost of rectifying such defects as determined by the Project Architect of the Company. Notwithstanding anything stated in this Clause 12 or elsewhere



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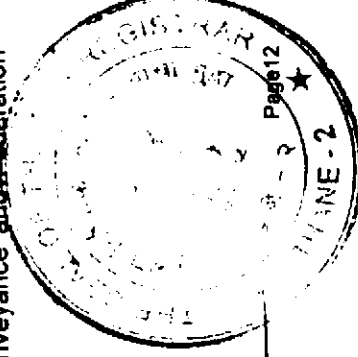
in this Agreement, the Company shall not be in any way liable to repair or provide compensation for Structural Defects as set out in this Clause 12 where the Purchaser has made any structural changes in the Unit or in the materials used thereon.

13. SET OFF / ADJUSTMENT

- 13.1. The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company including the Total Consideration, Interest and/or Liquidated Damages against any other amounts payable by the Purchaser to the Company or by the Company to the Purchaser pursuant to this Agreement and in relation to the Unit. The Purchaser agrees and undertakes not to raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.

14. ULTIMATE ORGANISATION

- 14.1. The Purchaser along with other purchasers of units in the Building shall join in forming and registering the Ultimate Organisation in respect of the Building. The Ultimate Organisation shall be known by such name as the Company may in its sole discretion decide for this purpose. The Purchaser and other unit holders in the Building shall, from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Ultimate Organisation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Ultimate Organisation.
- 14.2. Where the Project consists of more than one building, separate ultimate Organisations may be formed in respect of each building. The Company will apply for the registration of the Federation consisting of all such ultimate organisations after the occupancy certificate has been received for all buildings which form part of the Project. The Purchaser and other members of the Ultimate Organisation(s) shall from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Federation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Federation.
- 14.3. Within 18 months from the date of occupation certificate in respect of the Building, the Company shall execute a Deed of Conveyance in favour of the Ultimate Organisation (Building Conveyance) in respect of the structure of the Building along with the FSI consumed in the Building subject to the right of the Company(i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.
- 14.4. Within 18 months from the receipt of the occupation certificate for the last building within the Larger Property, the Company shall execute a Deed of Conveyance in favour of the Federation (Federation Conveyance) in respect of all of the Company's right, title and interest in the Larger Property subject to and excluding the Building Conveyance and also subject to (i) the right of the Company (i) to dispose of unsold units, if any; and receive of the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Project / Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.
- 14.5. The Purchaser hereby agrees and undertakes that the Purchaser along with other unit holders in the Ultimate Organisation/ Federation shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses on the Building Conveyance and Federation



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Conveyance for any kind of document whereby ownership rights of the Building/ Larger Property are transferred to the Ultimate Organisation/Federation.

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

14.7. The Company hereby agrees that it shall, before execution of Building Conveyance/ Federation Conveyance as contemplated herein, make full and true disclosure of the nature of its title to the Larger Property as well as encumbrances and/or claims, if any in/over the Larger Property. The Company shall, as far as practicable, ensure that at the time of such conveyance in favour of the Ultimate Organisation/Federation, the Larger Property is free from encumbrances.

15. FACILITY MANAGEMENT COMPANY, CAM CHARGES, MAINTENANCE RELATED AMOUNTS AND CLUB

15.1. The Purchaser is aware and agrees that the Building and maintenance and upkeep of the Common Areas and Amenities of the Building/ Project shall be managed by a facility management company (FMC). The FMC will be appointed by the Company for a period of upto 60 (sixty) months commencing from the date on which the last unit in the Building is offered for possession in consideration of reimbursement of all direct costs (including all manpower and overhead costs) incurred along with a margin of 20 per cent margin on such costs and all applicable Taxes. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organisation to ratify the appointment of the FMC as aforesaid. On the expiry of the 60 (sixty) month period, the Ultimate Organisation / Federation may appoint the FMC for a further term or choose to appoint any other facility management company.

15.2. The FMC shall be entitled to end its services by giving an advance written notice of 6 (six) months to the Ultimate Organisation in the event:

- a. the period of FMC's appointment has not been renewed at least 6 (six) months before expiry thereof; or
- b. the BCAM Charges and FCAM charges as applicable, have not been paid by 100 per cent of the unit purchasers at the due date (with a grace period of 30 days).

15.3. Notwithstanding anything stated elsewhere in this Agreement, the Ultimate Organisation shall also be entitled to end the services of the FMC with advance written notice of 6 (six) months if such termination has the written consent of 100 per cent of the unit purchasers of the Building.

15.4. The Purchaser agrees and undertakes to cause the Ultimate Organisation to be bound by the rules and regulations that may be framed by the FMC.

CAM Charges and Maintenance Related Amounts

15.5. The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the Net Area of each unit and are payable as the BCAM Charges and FCAM Charges (collectively, the CAM Charges) as set out at Annexure 6 (Unit and Project Details). The CAM charges shall not include: (i) the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals and (ii) Property Taxes.



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- 15.6. The Purchaser shall be obliged to pay the same in advance on/before the 1st day of each quarter. The FMC shall provide reconciliation of the expenses towards CAM charges on/before 30th June after the end of the relevant financial year and the Parties hereto covenant that any credit/debit thereto shall be settled on/before 30th August.
- 15.7. For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from the CAM Commencement Date, regardless of whether the Purchaser takes such possession or not.
- 15.8. The Purchaser is aware that the CAM charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors (currently estimated @ 7.5 to 10 per cent per annum). Further, these charges are subject to the revision every 12 months after the Date of Offer of Possession by 7.5 to 10 per cent per annum. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the FMC.
- 15.9. The Purchaser undertakes to make payment of the estimated BCAM charges and FCAM charges for the period stated in in **Annexure 6 (Unit and Project Details)** from the CAM Commencement Date on or before the Date of Offer of Possession.
- 15.10. Where units in the Building remain unsold after the expiry of 6 months from the date of the OC, the CAM Charges payable in respect of such units after the expiry of the aforementioned 6 months period shall be borne and paid by the Company.
- 15.11. All Maintenance Related Amounts stated in **Annexure 6 (Unit and Project Details)** are compulsorily payable by the Purchaser in the future upon demand being raised by the Company/Ultimate Organisation, regardless of whether the Purchaser uses some of the facilities or not. Any delay or default in payment of the amounts under this Clause 15.5 shall constitute a breach of the terms of this Agreement and shall lead to suspension of access to the Club and all other facilities provided by the Company/Ultimate Organisation till such time all due amounts are paid together with interest for the period of delay in payment.
- 15.12. The Company shall provide expense details only in connection of Maintenance Related Amounts (excluding Building Protection Deposit) at the time of handover of the affairs of the Building to the Ultimate Organisation and shall not provide expense details for any other head.

Club and Other Key Common Areas

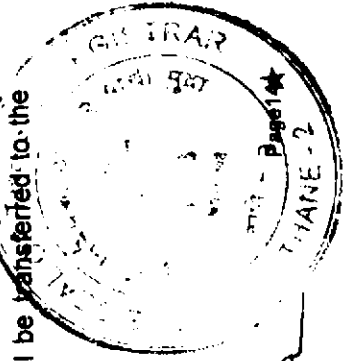
- 15.13. The number of members of the Purchaser who are permitted to use the Club and/ or other common areas of recreational / food & beverage / commercial use is set out at **Annexure 6 (Unit and Project Details)**. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the FMC from time to time. Similarly, the guests of the Purchaser may be permitted to use the Club subject to the rules and regulations of the FMC and payment of guest charges, if any as determined by the FMC. The terms and conditions with respect to the operation of the Club and membership of the Club will be subject to the terms and conditions/rules as may be framed and/or charges that may be levied by the FMC from time to time and the Purchaser confirms and agrees to be bound by and abide by the terms and conditions and undertakes not to raise any objections in this regard.

- 15.14. The right to use the facilities at the Club shall be personal to the Purchaser of the Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the Unit upon the sale / Transfer of the Unit by the Purchaser. In the event, the Unit in the Building is sold/ transferred by the Purchaser, then the Purchaser along with his family members being the associate members of the Club, shall cease to be members of the Club, as the case may be and in turn, the membership (and all rights and obligations thereto) shall be transferred to the

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of the Unit, upon them making application for the same and terms, rules and regulations of the Club and/ or the FMC. It is, however, clarified that the Company/FMC shall be entitled to grant membership rights to such other person(s) as they may deem fit and the Purchaser shall not be entitled to object to the same.

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

- a. Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 15 (fifteen) years.
- b. Upon formation of the Ultimate Organisation, the Ultimate Organisation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.
- c. Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.

15.16. The Purchaser is aware that the Company is not in the business of or providing services proposed to be provided by the Service Providers/FMC or through the Service Providers/FMC. The Company does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these services provided by the respective Service Providers/FMC.

16. **PROPERTY TAXES AND LAND UNDER CONSTRUCTION REIMBURSEMENT CHARGES**

16.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of other consideration / levy / charge/ CAM Charges, etc. The said amount shall be paid by the Purchaser on or before 30th April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15th April of the relevant financial year.

16.2. The Purchaser undertakes to make payment of the estimated Property Tax for the first 12 (twelve) months simultaneously with the CAM Charges becoming payable as per the terms stated herein.

16.3. In the event of a shortfall between the amount deposited with the Company by the purchasers towards Property Tax and the demand raised by the authorities (**Shortfall Amount**), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Company within 15 (fifteen) days of receipt of intimation from the Company, failing which the Purchaser shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5 per cent of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Company shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.



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- 16.4. In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities, the same shall be handed over to the Ultimate Organisation at the handover of the affairs of the Ultimate Organisation to the purchasers.
- 16.5. If the Property Tax demand comes directly in the name of the Purchaser, the amount paid by the Purchaser to the Company towards Property Tax shall be refunded to the Purchaser within 15 (fifteen) days of the Company being informed by the Purchaser that such demand has been raised.
- 16.6. The Property Tax for any unsold units in the Building after the formation of the Ultimate Organization, shall be payable by the Company as charged by the competent Authorities, till such unsold units are sold.
- 16.7. The Purchaser undertakes to pay to the Company, on or before the Date of Offer of Possession, the LUC for the period of start of construction till the Date of Offer of Possession as specified at Annexure 6 (Unit and Project Details). The Purchaser is aware that the LUC stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company.

BUILDING PROTECTION DEPOSIT

- 17.1. The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in Annexure 6 (Unit and Project Details) hereto.
- 17.2. The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out / interior work by the Purchaser and subject to the possession policy and permissible changes policy of the Company.
- 17.3. The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives/ nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Purchaser are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.
- 17.4. In the event any violations are observed by the Company's representatives/ nominees then same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.
- 17.5. The Company /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Purchaser hereto provides unconditional and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company /FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Purchaser refrains from paying the additional amount, the same shall be adjusted from the CAM charges duly paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organisation, at the time same is formed.

INDIRECT TAXES AND LEVIES

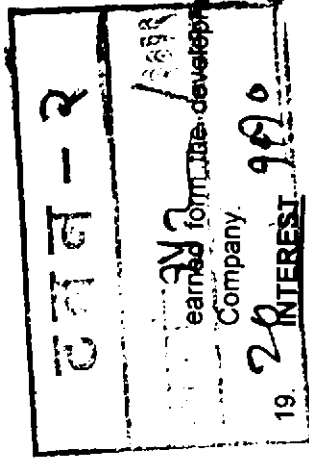
- 18.1. The Purchaser agrees that all levies, charges, cess, Indirect Taxes, assignments of any nature whatsoever (present or future) in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Purchaser. All Direct Taxes in respect of any

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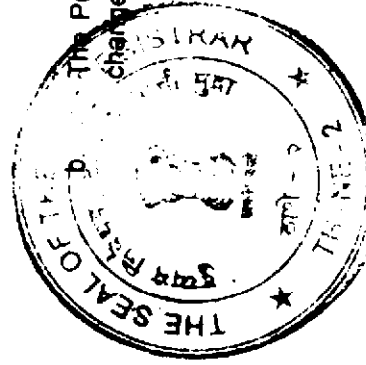
ment and sale to the Purchaser of the Unit shall be borne by

- 19.1. The Purchaser agrees to pay to the Company, Interest (as defined at Clause 1.30) on all the amounts including the Total Consideration or any part thereof payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company i.e. 14 (fourteen) days from the date the Company raises demand for the payment of such instalment, till the date of realization of such payment. The Purchaser confirms that the payment of Interest by the Purchaser shall be without prejudice to the other rights and remedies of the Company and shall not constitute a waiver of the same by the Company, unless specifically provided by the Company in writing.

20. **PURCHASER'S COVENANTS**

20.1. The Purchaser, for himself and with the intention to bring all persons into whose hands the Unit may come, hereby covenants and undertakes:

- a. To maintain the Unit at the Purchaser's own cost in good tenable repair and proper condition from the Date of Offer of Possession and shall not do or suffer to be done anything in or to the Building against the rules, regulations or bye-laws of the Ultimate Organisation / Federation or concerned local or any other Authority or change / alter or make addition in or to the Unit or the Building or any part thereof and shall:
- (i) Not carry out any additions or alterations in the Unit and, or, Building which affect the structure, façade and/or services of the units/wing (including but not limited to not making any change or to alter the windows and/or grills provided by the Company);
 - (ii) Not make any changes to the common area/lobby and structural changes in the Building;
 - (iii) Not relocate brick walls onto any location which does not have a beam to support the brick wall;
 - (iv) Not change the location of the plumbing or electrical lines (except internal extensions);
 - (v) Not change the location of the wet/waterproofed areas;
 - (vi) Not make any alteration in the elevation and outside color scheme of the Building;
 - (vii) Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Partis or other structural elements in the Unit without the prior written permission of the Company and/or the Ultimate Organisation;
 - (viii) Not to put any wire, pipe, grill, plant, outside the windows of the Unit to *inter alia* dry any clothes or put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the Building, save and except the utility area (if applicable); and
 - (ix) Keep the sewers, drains pipes in the Unit and appurtenant thereto in good tenable repair and condition, and in particular so as to support shelter and protect the other parts of the Building.



The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company as amended from time to time.





c. The Purchaser shall ensure and cause the Ultimate Organisation to ensure that the Building is painted once every 5 years from the Date of Offer of Possession and kept in good and proper condition.

d. The Purchaser shall not store any goods which are of hazardous, combustible or dangerous nature in the Unit, other than cooking gas, which may damage the construction or structure of the Building or the storage of which is objected to by the concerned local or other Authority or the Ultimate Organisation / Federation;

e. The Purchaser shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building. In case any damage is caused to the Building on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of such breach.

f. The Purchaser agrees and undertakes to cause the Ultimate Organisation to ratify and confirm that the name of the Building and/or Ultimate Organisation shall not be changed without the prior written consent of the Company.

g. The Purchaser shall not allow the Unit to be used for user different from the nature of the user that it is intended for use by the Company i.e. residential units shall be used for residential use only, office units for office use only, retail units for retail use only etc. No residential unit shall be used for commercial use or use as guest house by whatsoever name.

h. The Purchaser shall use the Car Parking Space only for purpose of parking the Purchaser's own vehicles.

i. The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, temple (if applicable) are maintained to the highest standards with regular cleaning and maintenance. The Purchaser shall further ensure that refurbishing / major overhaul is done every 5 years, starting from Date of Offer of Possession.

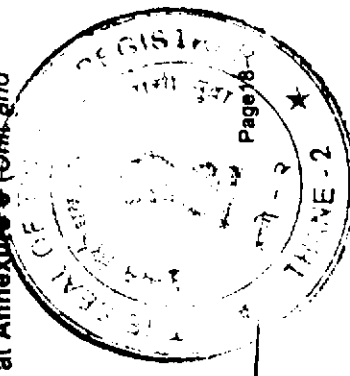
j. Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the Building shall be allocated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

k. To pay to the Company within 7 (seven) days of demand by the Company its share of security deposit demanded by concerned local authority or government for giving water, electricity or any other service connection to the Building in which the Unit is situated.

l. To pay to the Company within 7 (seven) days of demand by the Company, his share of HVAC and diesel consumption charges in the Unit which will be calculated on a pro-rata basis.

m. To clear and pay increase in Taxes, development charges, water charges, insurance and such other fees, levies, if any, which are imposed by any Authority, on account of change of user of the Unit by the Purchaser viz. user for any purposes other than for residential or otherwise.

n. In the event the electric meter of the Unit has not been installed by the Date of Offer of Possession, the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum as set out at Annexure ~~to~~ **Annexure - 2** ~~to~~ **Annexure - 2**



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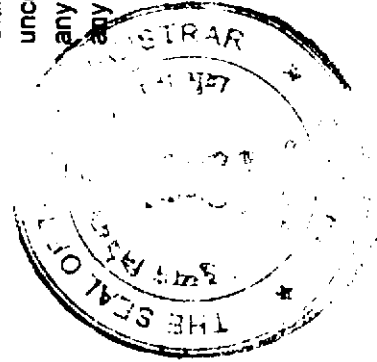
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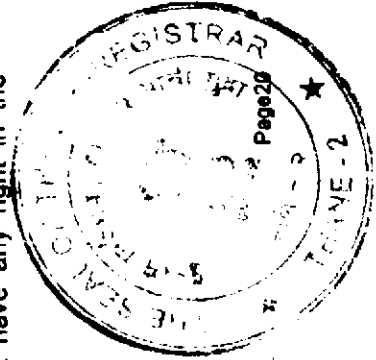
as provisional electricity charges to the Company for providing this electricity charges for the first 4 (four) months from the Date of Offer of Possession. In the event the electric meter of the Unit is not installed within the aforesaid period of 4 months, then the Purchaser undertakes to pay the provisional electricity charges till installation of the electric meter for the Unit.

- o. The Purchaser shall not sell, lease, let, sub-let, Transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the Unit till such time that the OC is received and all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/Transfer of the Unit after this time shall require written approval from the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the Company) to ensure that the inherent nature of the society is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organisation. Any document for sale/Transfer/lease etc. which is entered into without obtaining written approval of the Ultimate Organisation (and till such time that the Ultimate Organisation is formed, of the Company) shall not be valid and not binding on the Company.
- p. The Purchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the unit and the Company is not liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample unit, other than as expressly agreed by the Company under this Agreement.
- q. The Purchaser confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral understanding, including but not limited to the application form, allotment letter, brochure or electronic communication of any form.
- r. Until a Building Conveyance/Federation Conveyance in favour of the Ultimate Organisation/Federation is executed and the entire Project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Unit / Building/ Project / Larger Property and, or, any part thereof to view and examine the state and condition thereof.
- s. The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and, or, Project from impeding, the ability of the Company or its representatives to enter into the Building and, or, the Project and, or, the Larger Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and, or, showing the Building / Project to investors or other 3rd parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Company. In case the Purchaser, directly or indirectly, breaches this undertaking, he shall be liable to pay to the Company an amount equal to 0.5 per cent of the Total Consideration of the Unit for every day that any such breach continues within 15 days from the receipt of a written notice from the Company in this regard and the Company shall have a lien over the Unit for such amount till the payment in full.
- t. The Purchaser agrees and acknowledges (and the Purchaser shall cause the Ultimate Organisation to agree and ratify) that the Company shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold units without any consent/no-objection of any nature whatsoever in this regard from and payment of any transfer fees to the



- Ultimate Organisation and such purchaser of such unsold units shall definitely be a member of the Ultimate Organisation. Where consents and, or, permissions may be required from the Ultimate Organisation pursuant to Applicable Law (illustratively, for electricity), the Purchaser shall cause the Ultimate Organisation to issue such consents and, or, permissions forthwith on request.
- u. The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building / Project and shall forthwith issue share certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Ultimate Organisation/Federation. In the event of a violation or breach of the covenants at Sub-Clause 20(t) and (u), the Purchaser will be liable to pay an amount equivalent to 1 per cent of the Total Consideration of the Unit being sold for each month of delay caused.
 - v. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organisation, the Company shall earmark certain parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organisation to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold units.
 - w. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). The Purchaser shall be given the opportunity for inspecting the Unit only after making payment of the Total Consideration.
 - x. Upon and after handover of the management of the Building to the Ultimate Organisation, the Ultimate Organisation (and its members) will be responsible for fulfilment of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.
 - y. The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India, etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for action under the FEMA as amended from time to time. The Company accepts no responsibility/liability in this regard. The Purchaser shall keep the Company fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Company immediately and comply with necessary formalities if any under the applicable laws. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the

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of the said Unit applied for herein in any way and the Purchaser only.

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

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

21. SPECIAL CONDITIONS

21.1. The Parties agree to adhere to the conditions set out in **Annexure 8 (Special Conditions)** and agree that these conditions shall prevail over any other conflicting provision of this document.

22. MISCELLANEOUS

22.1. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the Building, Project or Larger Property or any part thereof.

22.2. All notices to be served on the Company and/or the Purchaser shall be deemed to have been duly served if sent by Registered Post A.D. / Under Certification of Posting / standard mail or courier at the address set out at **Annexure 6 (Unit and Project Details)**. Electronic communication (eg. Email) shall not be deemed to be valid form of communication, save and except in case of intimation of demand for payment installment being due and receipt for payment thereto.

22.3. The Parties agree that unless a Party informs the other Party in writing about a change in address/email ID, the address/email ID available at the time of this Agreement shall be deemed to be the valid address/email ID for all communication.

22.4. Any correspondence from the Purchaser should carry the customer ID quoted in **Annexure 6 (Unit and Project Details)** hereto in the subject line in following manner "CI: xxxxxx". Any correspondence not mentioning the customer ID shall be deemed to be non-est/null and void.

23. DISPUTE RESOLUTION AND GOVERNING LAW

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

23.2. If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under Sub-Clause 23.1 above, then the dispute shall be referred to arbitration to be conducted 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 and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Company (Arbitrator).



Handwritten signature/initials.

Handwritten signature: Rupa

Handwritten signature: Rika Jha

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Final and binding of the reasonable attorney fees and Courts of Mumbai 990
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23.3. The decision of the Arbitrator shall be in writing and shall be final and binding of the reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts of Mumbai.

23.4. This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

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

24. **SEVERABILITY**

24.1. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive.

24.2. The Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provision being replaced, and that preserves the Party's commercial interests under this Agreement.

25. **WAIVER**

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

26. **ENTIRE AGREEMENT**

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

27. **CONFIDENTIALITY**

27.1. The Parties hereto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof (**Confidential Information**) is confidential and proprietary and shall not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause shall survive even after handing over of the Unit and is legally binding on the Parties and shall always be in full force and effect.

27.2. Either Party shall not make any public announcement regarding this Agreement without prior consent of the other Party.

27.3. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:

- a. such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organisation 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.

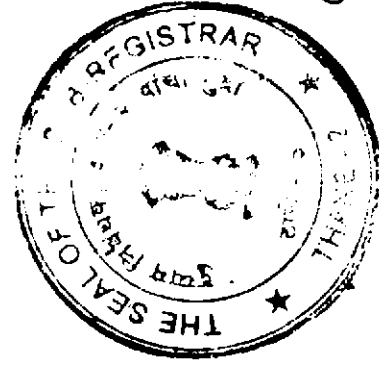
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Rita

Rita Jha

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

SIGNED AND DELIVERED

By the Company within named

LODHA DEVELOPERS LIMITED

through the hands of Constituted Attorney

Mr. Surendran Nair

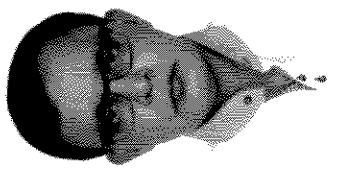
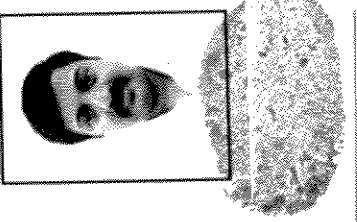
authorised vide Power of Attorney

dated _____

In the presence of:

1. _____

2. _____



SIGNED AND DELIVERED

By the within named Purchaser

Baidyanath Jha

Reeta Jha

In the presence of:

1. _____

2. _____



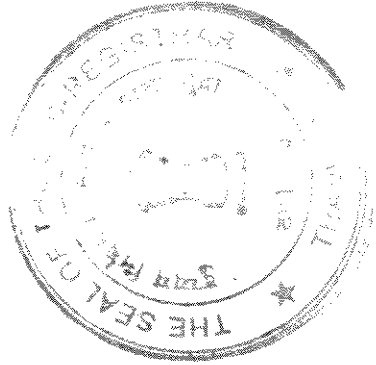
Baidyanath Jha
Reeta Jha



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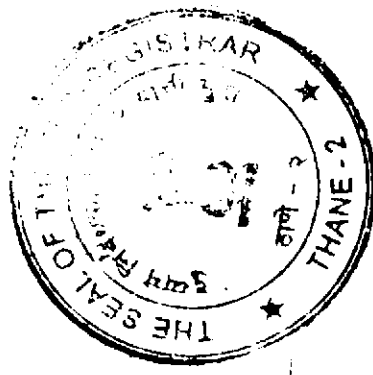


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Annexure 1

(Description of Larger Property)

All the pieces and parcels of land lying being and situate at Village Bakum, Kolsket and Dhokali, Taluka and District Thane admeasuring 351741.40 sq. mtrs. or thereabouts alongwith the structures standing thereon bearing various Survey Numbers and Hissa Numbers in the registration district of Thane ("Larger Property")



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Annexure 2

(Chain of Title)

By an Agreement for Sell dated 31st December 2014 executed and registered under No.TNN9-8377/2014 with the Sub-Registrar of Assurances at Thane in Book-I by and between Clariant Chemicals (India) Limited (Clariant) as Vendor of the One Part and the Company as a Purchaser of the Other Part, Clariant has agreed to sell and transfer their right, title and interest in the Freehold land admeasuring 96097.43 sq. mtrs or thereabouts lying being and situate in Villages Balkum, Kolshet and Dhokali in Taluka and District Thane in favour of the Company for valuable consideration and on terms and conditions stated therein.

Simultaneously, by Power of Attorney dated 31st December 2014 executed and registered under No.TNN9-8378/2014 registered with the Sub-Registrar of Assurances at Thane by Clariant in favour of the Company, Clariant has appointed the Company as its Constituted Attorney acting through its authorised signatories and conferring upon the Company all and any powers and authorities to do and carry out all acts, deeds, matters and things for and on behalf of Clariant and its name in connection with the said Freehold land.

By an Agreement for Sell dated 31st December 2014 executed and registered under No.TNN9-8374/2014 registered with the Sub-Registrar of Assurances at Thane in Book-I by and between Clariant as Vendor of the One Part and the Company as a Purchaser, Clariant has agreed to sell and transfer all its right, title and interest in the Sanad land admeasuring 255843.97 sq. mtrs. or thereabouts lying being and situate in Villages Balkum, Kolshet and Dhokali in Taluka and District Thane in favour of the Company for valuable consideration and on terms and conditions stated therein.

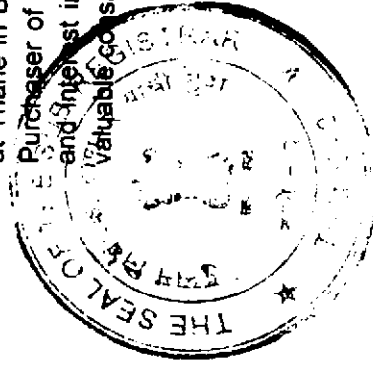
Simultaneously, by Power of Attorney dated 31st December 2014 executed and registered under No.TNN9-8375/2014 registered with the Sub-Registrar of Assurances at Thane, Clariant in favour of the Company, Clariant has appointed the Company as its Constituted Attorney acting through its authorised signatories, and conferring all and any powers and authorities to do and carry out on all acts, deeds, matters and things for and on its behalf and its name in connection with the said Sanad land.

By an Order dated 10th March 2015 issued by the Collector Thane, the permission for sale and for conversion from industrial to residential use inter alia of the said Sanad land is granted for an area in aggregate in all admeasuring 253574.33 sq. mtrs. mentioned in Schedule - A annexed thereto, on terms and conditions stated therein.

By Order No.U/LC/T/A/TPI/Industries.Section 20/SR GAD/338/62 dated 12th March 2015 issued by Additional Collector and Competent Authority, Thane Urban Agglomeration - Thane, the restrictions imposed on Freehold and Sanad Land for industrial use and alienation are deleted, in respect of certain land described thereunder, which are forming part of the Freehold and Sanad land mentioned in Schedule hereunder written.

Pursuant thereto, by Indenture of Conveyance dated 13th March 2015 executed and registered under No.TNN9-1796/2015 on 13/03/2015 registered with the Sub-Registrar of Assurances at Thane in Book-I by Clariant as Vendor of the One Part in favour of the Company as a Purchaser of the Other Part, Clariant has sold, conveyed and transferred all its right, title and interest in the Freehold land (more particularly described in Schedule thereunder and hereunder written) for valuable consideration and on terms, covenants and conditions stated therein.

By another Indenture of Conveyance dated 13th March 2015 executed and registered under No.TNN9-1794/2015 on 13/03/2015 registered with the Sub-Registrar of Assurances at Thane in Book-I by Clariant as Vendor of the One Part in favour of the Company as a Purchaser of the Other Part, Clariant has sold, conveyed and transferred their right, title and interest in the Sanad land (more particularly described in Schedule thereunder), for valuable consideration and on terms, covenants and conditions stated therein.



Rita Jha

1. The following is a list of the names of the persons who have been appointed as members of the Board of Directors of the Corporation for the year ending 31st March 1990.

2. The names of the persons who have been appointed as members of the Board of Directors of the Corporation for the year ending 31st March 1990 are as follows:

No.	Name	Address	Profession
1.	Mr. A. K. ...	...	...
2.	Mr. B. S. ...	...	...
3.	Mr. C. D. ...	...	...
4.	Mr. D. E. ...	...	...
5.	Mr. F. G. ...	...	...
6.	Mr. H. I. ...	...	...
7.	Mr. J. K. ...	...	...
8.	Mr. L. M. ...	...	...
9.	Mr. N. O. ...	...	...
10.	Mr. P. Q. ...	...	...
11.	Mr. R. S.
12.	Mr. T. U.
13.	Mr. V. W.
14.	Mr. X. Y.
15.	Mr. Z. A.
16.	Mr. B. C.
17.	Mr. D. E.
18.	Mr. F. G.
19.	Mr. H. I.
20.	Mr. J. K.
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27.	Mr. X. Y.
28.	Mr. Z. A.
29.	Mr. B. C.
30.	Mr. D. E.

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30.	Mr. D. E.

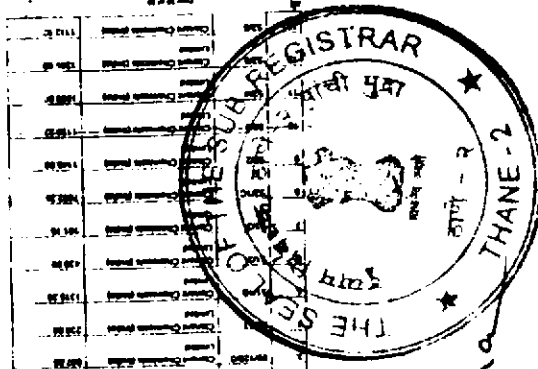
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Page No	Date of Issue	Particulars	Amount
17	1987
18	1988
19	1989
20	1990
21	1991
22	1992	...	...
23	1993	...	...
24	1994	...	...
25	1995	...	...
26	1996	...	...
27	1997	...	...
28	1998	...	...
29	1999	...	...
30	2000	...	...
31	2001	...	...
32	2002	...	...
33	2003	...	...
34	2004	...	...
35	2005	...	...
36	2006	...	...
37	2007	...	...
38	2008	...	...
39	2009	...	...
40	2010	...	...
41	2011	...	...
42	2012	...	...
43	2013	...	...
44	2014	...	...
45	2015	...	...
46	2016	...	...
47	2017	...	...
48	2018	...	...
49	2019	...	...
50	2020	...	...
51	2021	...	...
52	2022	...	...

Page No	Date of Issue	Particulars	Amount
1	1987
2	1988
3	1989
4	1990
5	1991
6	1992
7	1993
8	1994
9	1995
10	1996
11	1997
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13	1999
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24	2010
25	2011
26	2012
27	2013
28	2014
29	2015
30	2016
31	2017
32	2018
33	2019
34	2020
35	2021
36	2022

Page No	Date of Issue	Particulars	Amount
1	1987	...	...
2	1988	...	...
3	1989	...	...
4	1990
5	1991
6	1992
7	1993
8	1994
9	1995
10	1996
11	1997
12	1998
13	1999
14	2000
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18	2004
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21	2007
22	2008
23	2009
24	2010
25	2011
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30	2016
31	2017
32	2018
33	2019
34	2020
35	2021
36	2022

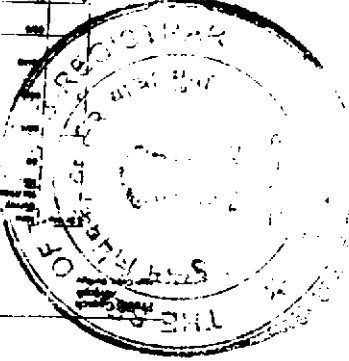
Pita Jha

Page No	Date of Issue	Particulars	Amount
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2	1988
3	1989
4	1990
5	1991
6	1992
7	1993
8	1994
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10	1996
11	1997
12	1998
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16	2002
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21	2007
22	2008
23	2009
24	2010
25	2011
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27	2013
28	2014
29	2015
30	2016
31	2017
32	2018
33	2019
34	2020
35	2021
36	2022

2-12-22
 8602/2098
 32/990

Page No	Date of Issue	Particulars	Amount
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2	1988
3	1989
4	1990
5	1991
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11	1997
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25	2011
26	2012
27	2013
28	2014
29	2015
30	2016
31	2017
32	2018
33	2019
34	2020
35	2021
36	2022

Page No	Date of Issue	Particulars	Amount
1	1987	...	...
2	1988	...	...
3	1989	...	...
4	1990	...	...
5	1991	...	...
6	1992	...	...
7	1993	...	...
8	1994
9	1995
10	1996
11	1997
12	1998
13	1999
14	2000
15	2001
16	2002
17	2003
18	2004
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20	2006
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28	2014
29	2015
30	2016
31	2017
32	2018
33	2019
34	2020
35	2021
36	2022



Copy

Prudhy Centre
L. S. S. Road, Thane
Thane (W.) District, Maharashtra
Phone: 2522117

Page No.	Date	Particulars	Debit	Credit	Balance
20	27/04/1981	...	...	...	...
21	27/04/1981	...	...	...	...
22	27/04/1981	...	...	...	...
23	27/04/1981	...	...	...	...
24	27/04/1981	...	...	...	...
25	27/04/1981	...	...	...	...
26	27/04/1981	...	...	...	...
27	27/04/1981	...	...	...	...
28	27/04/1981	...	...	...	...
29	27/04/1981	...	...	...	...
30	27/04/1981	...	...	...	...

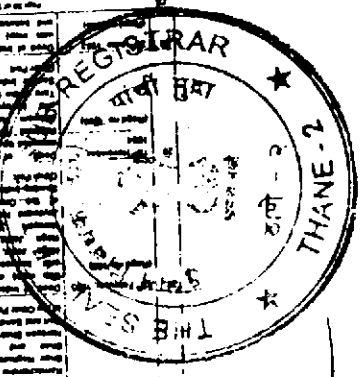
2017 - 2
 27/04/1981
 3y / 1990

Page No.	Date	Particulars	Debit	Credit	Balance
31	27/04/1981	...	...	...	...
32	27/04/1981	...	...	...	...
33	27/04/1981	...	...	...	...
34	27/04/1981	...	...	...	...
35	27/04/1981	...	...	...	...
36	27/04/1981	...	...	...	...
37	27/04/1981	...	...	...	...
38	27/04/1981	...	...	...	...
39	27/04/1981	...	...	...	...
40	27/04/1981	...	...	...	...

Page No.	Date	Particulars	Debit	Credit	Balance
41	27/04/1981	...	...	...	...
42	27/04/1981	...	...	...	...
43	27/04/1981	...	...	...	...
44	27/04/1981	...	...	...	...
45	27/04/1981	...	...	...	...
46	27/04/1981	...	...	...	...
47	27/04/1981	...	...	...	...
48	27/04/1981	...	...	...	...
49	27/04/1981	...	...	...	...
50	27/04/1981	...	...	...	...

Page No.	Date	Particulars	Debit	Credit	Balance
51	27/04/1981	...	...	...	...
52	27/04/1981	...	...	...	...
53	27/04/1981	...	...	...	...
54	27/04/1981	...	...	...	...
55	27/04/1981	...	...	...	...
56	27/04/1981	...	...	...	...
57	27/04/1981	...	...	...	...
58	27/04/1981	...	...	...	...
59	27/04/1981	...	...	...	...
60	27/04/1981	...	...	...	...

Page No.	Date	Particulars	Debit	Credit	Balance
61	27/04/1981	...	...	...	...
62	27/04/1981	...	...	...	...
63	27/04/1981	...	...	...	...
64	27/04/1981	...	...	...	...
65	27/04/1981
66	27/04/1981
67	27/04/1981
68	27/04/1981
69	27/04/1981
70	27/04/1981



Rita Jha

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Page No. 10

197	198	199	200
197	198	199	200

LIST OF NON-AGRICULTURAL PROPERTIES

197 January, 1987
198 July, 1988
199 June, 1989
200 February, 1990

197	198	199	200
197	198	199	200

Page No. 11

201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220
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Rita Jha

Page No. 12

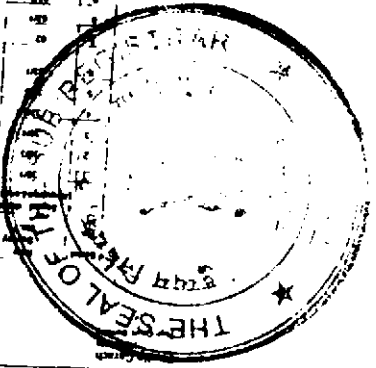
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261 - 2
262 - 286 / 2099
263 - 990

Page No. 13

261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280
261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280

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281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300



Rita

पं. नं. - ३
१९५२ / २०१४
२० / ११०



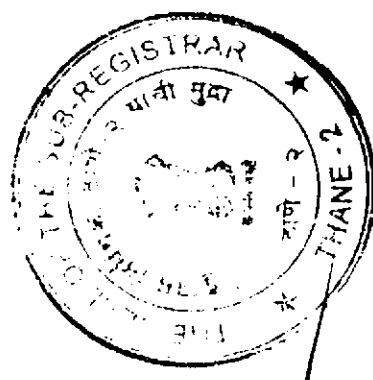
पृष्ठ - २

Annexure 4
(Key Approvals)

952 / 2098

29
Issuing Authority

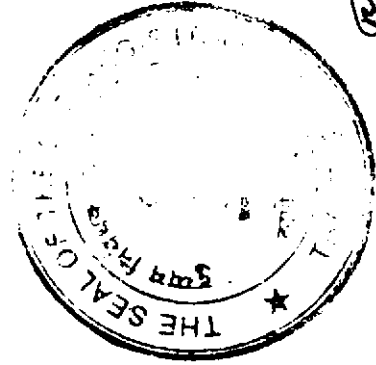
No.	Approval/Document	Date of Document	Document Ref No.	Authority
1.	Sanction of Development Permission/Commencement Certificate	25 March 2015	S05/0083/14/TMC/TDD/1381/15	Thane Municipal Corporation
2.	Amended Sanction of Development Permission/Commencement Certificate	20 January 2018	S05/0083/14/TMC/TDD/2486/18	Thane Municipal Corporation
3.	Environmental Clearance	15 April 2015	F. No. 21-65/2014-JA.III	Ministry of Environment, Government of India
4.	Occupation Certificate for W1 to W5, W7 to 16	24 January 2018	S05/0083/14/TMC/TDD/OCCC/04 53/18	Thane Municipal Corporation



Rita Jha

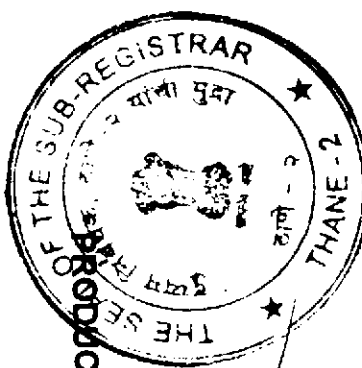
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2019-20
2019-20
2019-20



Raj

Rita Jha



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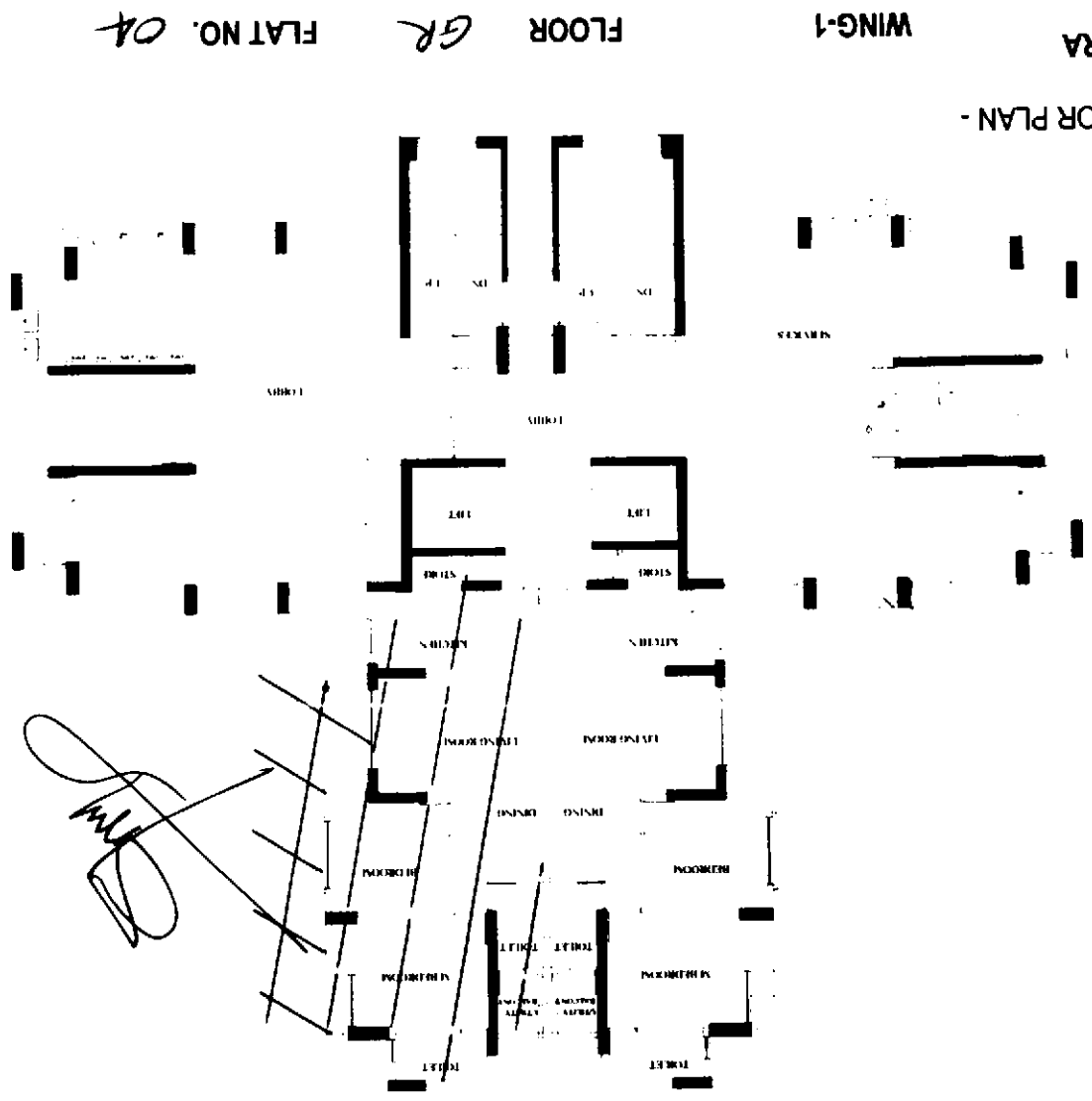
Rita Sha

Rita

DEVELOPERS:
M/S LODHA DEVELOPERS LTD
412 Floor - 4/17G Varadharan Chambers,
Fort, Mumbai-400001

NOTE: PLAN NOT TO SCALE. APPROVAL PLAN: WING G1 - GROUND FLOOR PLAN

LODHA AMARA
, THANE
GROUND FLOOR PLAN -
WING-G1



FLOOR GR
FLAT NO. 04

ARCHITECT
ARCHITECT MAFEZ CONTRACTOR

83 / 990	942 / 1	15 07 01 - 2
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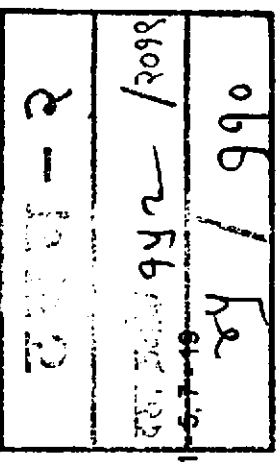
Baity wadi ruse
Rita Sha

उपलब्ध - २
25/11/2008
०६६ / ११०



Annexure 6
(Unit and Project Details)

- (I) **CUSTOMER ID** : 0001288846
- (II) **Correspondence Address of Purchaser:** Flat No: 303, Leela Apartment Sv Road Vile Parle West Mumbai-400056 India
- (III) **Email ID of Purchaser:** b_njha@yahoo.com
- (IV) **Unit Details:**
- | | | |
|-------|---------------------|-------------------------|
| (i) | Development/Project | : LODHA AMARA - TOWER 1 |
| (ii) | Building Name | : Wing 1 |
| (iii) | Wing | : - |
| (iv) | Unit No. | : W01-4 |
| (v) | Area | : |



	Sq. Ft.	Sq. Mtrs.
Carpet Area	610	56.67
EBVT Area	61	5.67
Net Area (Carpet Area +EBVT Area)	671	62.33

(vi) Car Parking Space allotted: 1 nos.

(V) **Consideration Value (CV):** Rs.11,391,543.00/- (Rupees One Crores Thirteen Lakhs Ninety One Thousand Five Hundred and Forty Three only)

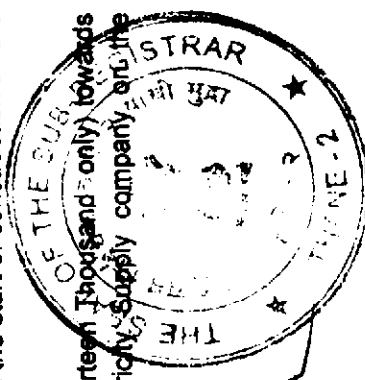
(VI) **Payment Schedule for the Consideration Value (CV):**

Sr. no.	On Initiation of below milestones	Amount (In Rs.)	Due Date
01	Booking Amount-1	108,000.00	11-01-2019
02	Booking Amount-2	575,493.00	11-01-2019
03	Booking Amount-3	1,594,816.00	09-02-2019
04	Within 70 days	2,847,886.00	01-03-2019
05	Within 100 Days	3,417,463.00	31-03-2019
06	Possession	2,847,885.00	30-04-2019

The aforesaid schedule is not chronological and payment for any of the aforesaid milestones may become due before or after the other milestones, depending on the date of initiation of the relevant milestone.

(VII) **Reimbursements:** Payable on/before the Date of Offer of Possession*:

- 1) Land Under Construction (LUC) Reimbursement: Rs.9,864,00/- (Rupees Nine Thousand Eight Hundred and Sixty Four only) towards reimbursement of LUC from the start of construction till the Date of Offer of Possession.
- 2) Electricity Deposit Reimbursement: Rs.13,000.00/- Rupees Thirteen Thousand (Thousand only) towards provisional amount of reimbursement of deposit paid to Electricity Supply company on the



Rita Jha

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Purchaser's behalf. The benefit of the said deposit shall stand transferred to the Purchaser when the meter is transferred to the purchaser's name.

3) Utility connection related expenses: Rs.76,000.00/- (Rupees Seventy Six Thousand only)

4) Share Money: Rs.1,050,000/- (Rupees One Thousand And Fifty only)

22/1990

- (VIII) **Maintenance Related Amounts:** Provisional amounts (subject to actuals) covering period of months from Date of Offer of Possession. Payable on/before the Date of Offer of Possession:
- 1) BCAM Charges: Rs.65,704.00/- (Rupees Sixty Five Thousand Seven Hundred and Four only) covering period of 18 months from DOP.
 - 2) FCAM Charges (if applicable): Rs.157,819.00/- (Rupees One Lakh Fifty Seven Thousand Eight Hundred and Nineteen only) covering period of 60 months from DOP.
 - 3) Property Tax (Estimated): Rs.16,104.00/-(Rupees Sixteen Thousand One Hundred and Four only) covering period of 12 months from DOP.

The number of family members eligible for club membership are:

Configuration of Unit	No. of members
1 BHK	4
2 BHK	5
3 BHK	5
4 BHK OR LARGER	6

Building Protection Deposit: Undated cheque of Rs.20,000.00/- (Rupees Twenty Thousand only) towards Building Protection Deposit which shall be encashed only if there is violation of guidelines in respect of execution of fit outs/interior works.

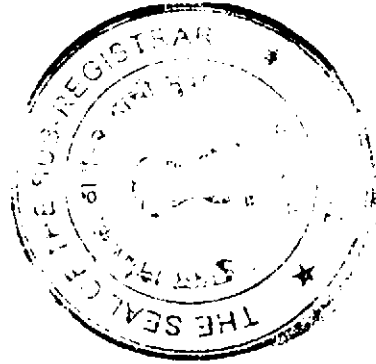
Total Consideration = Consideration Value (CV) + Reimbursements + Maintenance Related Amounts.

All amounts stated hereinabove are exclusive of Indirect Taxes (including but not limited to service tax, MVAT, GST, stamp duty etc.) and all such Indirect Taxes/levies have to be borne and paid by the Purchaser separately immediately upon the same being demanded by the Company.

(IX) **Date of Offer of Possession:** 28.02.2019, subject to additional grace period of 6 (six) Months and any extension as may be applicable on account of the provisions of Clause 10.4.

(X) **Project Details:**

- 1) Project Name: LODHA AMARA - TOWER 1 - 5, 7 - 19
- 2) RERA Registration Number: P51700001065
- 3) No. of Buildings: 18



Ex [Signature] Rita Jha

Annexure – "7"

COMMON AREAS AND AMENITIES

2017 - 2
2017/2018
2017/2018

Amenities for each building:

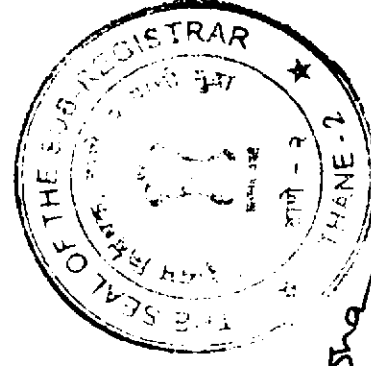
- Entrance lobby
- Lift lobby on each level
- 2 elevators (including one stretcher elevator) from Otis/Schindler/Kone**
- Fire-fighting equipment
- Domestic help toilet/ shower facilities
- DG power backup for common area lighting, elevator and fire fighting system
- Fibre optic connectivity providing hi speed internet access^
- Direct to Home TV connectivity by select service providers^

Amenities inside each apartment:

- Full height windows* in Living room and Master Bedroom
- Air-conditioned apartments with split unit A/C*
- Marbital® flooring** for living, dining, passage and bedrooms
- Kitchen with granite platform, hi-end stainless steel sink and vitrified tile flooring.
- Toilets finished with sanitary ware from Roca/Kohler/Kerovit** and CP fittings from Jaquar/Kohler/Isenberg**
- Separate Store room in each apartment*
- Separate Pooja room in each apartment[§]
- Separate Utility area in each apartment
- Separate cupboard area in each bedroom
- Provision for telephone and TV connectivity[§]

Complex Amenities:

- Grand entrance to neighbourhood
- Sports arena with sports facilities
- Football field ground
- 400 m athletics track
- 2 multipurpose courts for Basketball /Volleyball / Tennis etc.
- Cricket pitch
- Outdoor kids play area with play equipment and slides
- Children's splash pad
- Children's Play areas
- Ganesha Temple
- Jain Temple
- Swimming Pools
 - Lap Pool
 - Family Pool
 - 2 Kids Pools
 - Toddler Pool
 - Indoor covered pool for ladies
- Each Project with its own clubhouse with:
 - Gymnasium
 - Indoor Games Room
 - Outdoor kids play area
- Clubhouse facilities:
 - Cinema (& auditorium) with capacity of 80+
 - Health Club with steam and changing rooms



R. K. Thane

R. K.

<ul style="list-style-type: none"> • Gymnasium
<ul style="list-style-type: none"> • Indoor games area with Table Tennis, Carrom, Chess and Snooker • Children's play area
<ul style="list-style-type: none"> • 2 covered Badminton Courts • Cafe and library lounge
<ul style="list-style-type: none"> • Party halls • Picnic area with hammocks and outdoor seating

- Barbeque areas
- Mini Amphitheatre
- Multipurpose lawn
- Covered parking with facilities like driver's waiting area and car wash provision
- Best in class 4 tier security system with:
 - Intercom for each apartment
 - Access control to entrance lobby
 - Electronically controlled RFID access for cars
 - 24 X 7 CCTV monitoring for key areas

% above height of 300 mm above Finished Floor level

* Excluding kitchen, toilets and any service areas
** or equivalent

Only in 2BHK Optima and 2BHK Ultima apartments

§ Only in 2BHK Ultima apartments

^ Monthly services on chargeable basis from provider

& Only in living room and master bedroom



Raju

[Signature]

Rita Jha

Annexure 8


(Special Conditions)

--NIL--

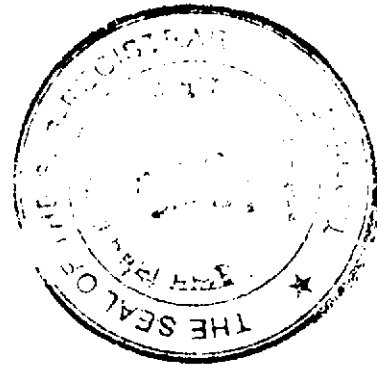
पृष्ठ क्र - २
प्लान नं. १५५२ - २०१९
२१ / ११०



Ranjiv


Pida Jha

पंजाब - २
१५६ / ११०
५०





Certificate No.: 1300

THANE MUNICIPAL CORPORATION,
(Regulation No. 37)

Occupancy Certificate

इमारत क्र. मागील पानावर नमूद नुसार

V.P. No. S05/0083/14 TMC/TDD/000/0453/18 Date 24/01/2018.

To, M/s. Pradeep M. Kamble & Asso. (Architect)

M/s. Lodha Developers Thane Pvt.Ltd. (Owners)

Sub - Occupation Certificate for Plot C - W 1 to W 5 & W 7 to W16 &MLCP(Pl.)

Ref. V. P. No. VP. S05/0083/14

Your Letter No.: 11825 dt. 15/08/2018.

Sir,

The part/full development work/eraction/re-erection alteration in / of building / part building no.

As Above situated at _____ Road / Street _____ Ward No. _____ Sector _____

No. V S.No./C.T.S.No./F.P.No. On black slide Village/Kolshet,Dhokall & Balkunder the
supervision of Pradeep Kamble & Asso. Licensed Survey or / Engineer / Structural Engineer / Supervisor /
Architect / Licence No. CA/87/10471 may be occupied on the following conditions.

- १) अग्निशमन विभागाकडील अंतिम नोहरकत दाखल्यातील अटी विकासक/भोगवटदार यांचेवर बंधनकारक राहतील.
- २) वृक्ष, पाणी व ड्रेनेज या विभागाकडील ना हरकत दाखल्यातील अटी विकासक/भोगवटदार यांचेवर बंधनकारक राहतील.

As set certificated completion plan is returned herewith

Office No.:

Office Stamp :

Date :

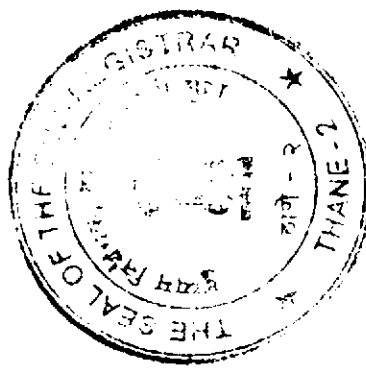
Copy to

- 1) Collector of Thane
- 2) Dy. Mun. Commissioner
- 3) E. E. (Water Works) TMC
- 4) Assessor Tax Dept. TMC
- 5) Vigilance Dept. T.D.D., TMC

Yours faithfully

PTO

Municipal Corporation of
the City of Thane.



ठळक - २

१५२/२०१८

५२/११०

ते ५, ६२/१ ते ३, ४अ, ४ब, ५, ६, ७०/१ ते १०, ७१/१ ते ७ व ९, ७२/१ ते ९, ७३/१ ते ७, मौजे बाळकूम येथील नवीन स.नं. १०/१ब, ११, २३/१ ते ६, २५, २६, ३०/१ ते ५, ३१/१ ते ४, ३२/१अ, २अ, २ब, ३, ३३/१, १२, १३/२ब व मौजे ढोकाळी येथील स.नं. ४१/१क, ५०/१२ब/२, ५०/१२ब/३, ५०/१३, ५१/१ब, २, ३, ५२/१क, २ ते ६, ५३/१क, २ ते ६, ७ब, ८, ५४, ५५/५, ७, १०अ, १०ब, ११ ते १५, ६०/८ब, १ब, १०अ, ११अ, ११ब, १२, १३, १४, १६ ते १९, २०अ, १०४, २७४/१ मौजे कोलशेत ता.जि.ठाणे.

Occupancy Certificate :-

Plot C-

Building - Q1(W1), P1(W2), Q2(W3), P2(W4), Q3(W5), Q11(W7), P11(W8), Q10(W9), P10(W10), Q9(W11), Q13(W12), P13(W13), Q14(W14), P14(W15), Q15(W16), Ground + 27 Floors
MLCP-Lower Ground(Pt.)+Upper Ground (Pt) with Shops+1st(Pt)+2nd(Pt)+3rd(Pt) floor.


- ३) रेन वॉटर हार्वेस्टिंग सिस्टीम, सौर उर्जेवर पाणी गरम करण्याची यंत्रणा, सी.सी.टी.व्ही. कॅमेरा तसेच Organic Waste Composting System कार्यान्वित ठेवण्याची जबाबदारी विकासक/भोगवटादार यांची राहिल.
- ४) महसूल विभागाकडून प्राप्त परवानग्यांमधील अटी बंधनकारक राहतील.
- ५) अंतिम वापर परवान्यापूर्वी उर्वरित आर.जी.विकसित करणे आवश्यक राहिल.

द्वितीय भाग

ऑफिस नंबर / Office No. _____
विकास विभाग / Development Department
परवानग्या व Office Stamp _____
प्रारंभिक व नवीन परवानग्या कक्षात / _____
अनुसार दाखल / _____
दिनांक / Date _____



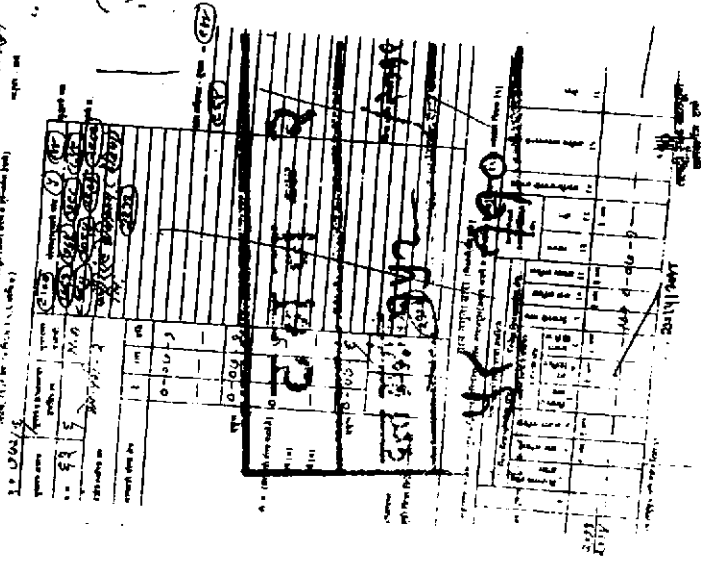
Yours faithfully


Executive Engineer
Town Development Department
Municipal Corporation of
the city Of Thane.



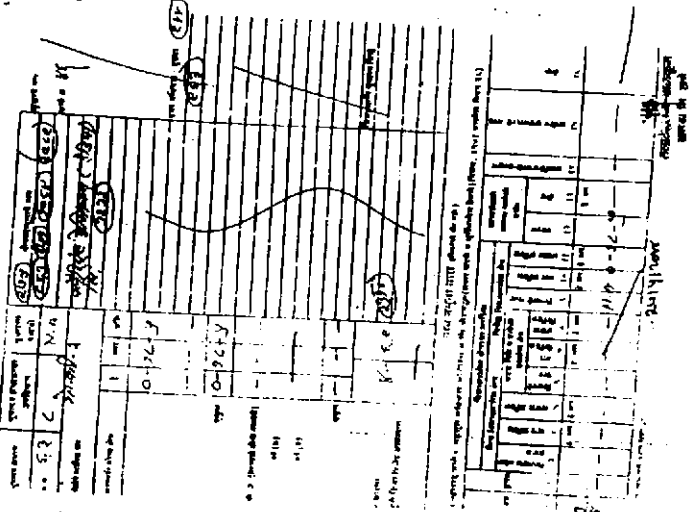
गाव नमुना सात (सर्वोत्तम शिबिराचे ठिकाण)

संपूर्ण नकाशा/अक्षांश/देशाचे स्थान/अक्षांश/देशाचे स्थान



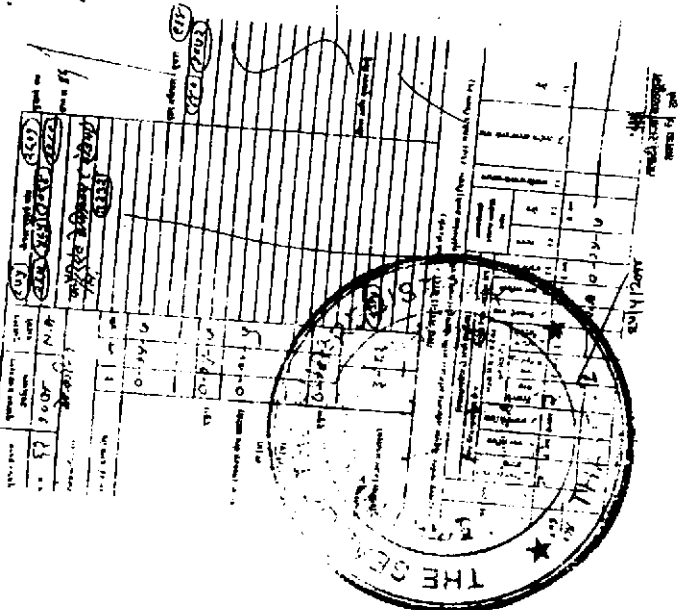
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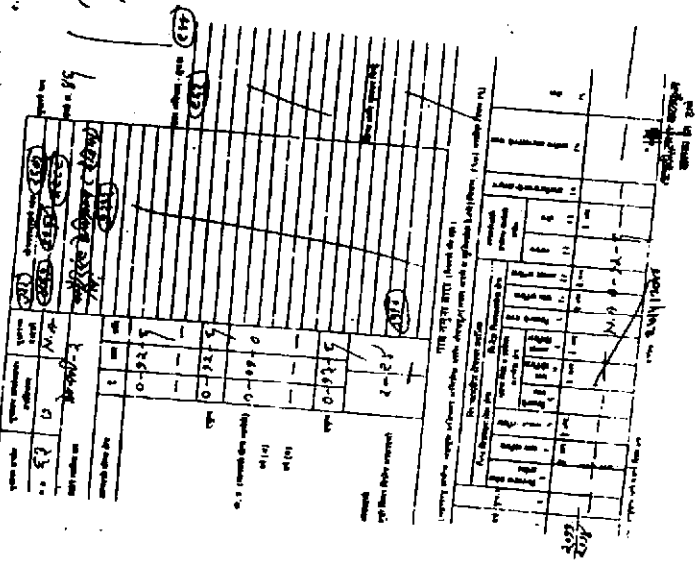
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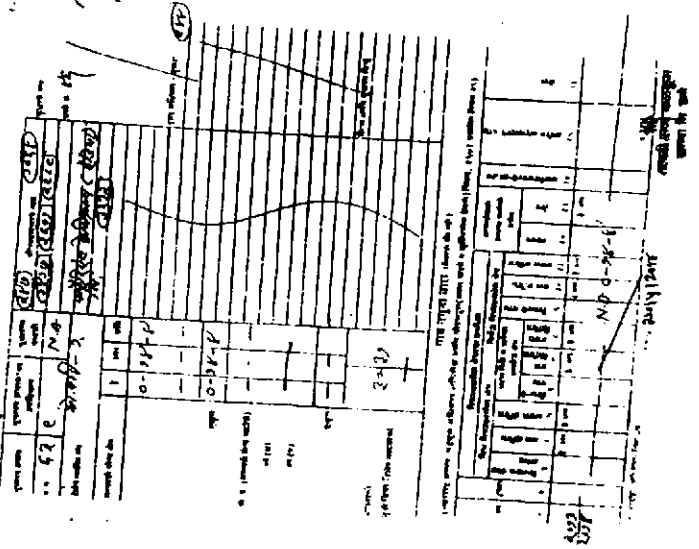
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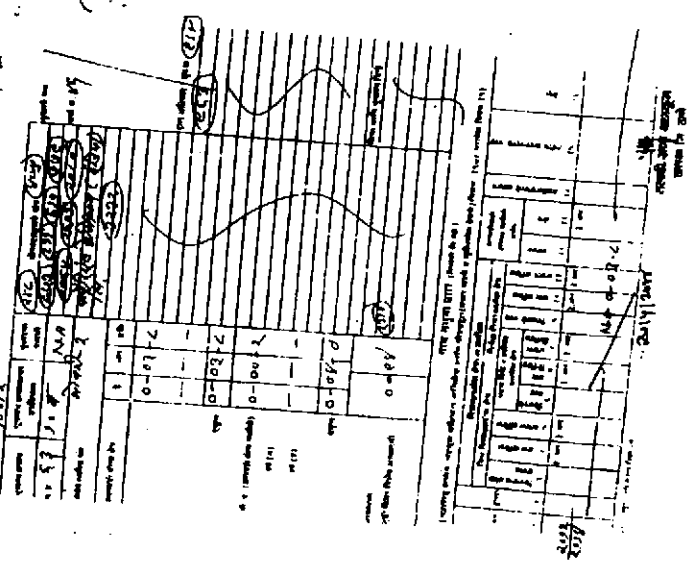
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गाव नमुना सात (सर्वोत्तम शिबिराचे ठिकाण)

संपूर्ण नकाशा/अक्षांश/देशाचे स्थान/अक्षांश/देशाचे स्थान



गांव नमुना सात (गांवचा नमुना सात)

Table with columns for land area, crop type, and other agricultural data. Includes handwritten entries for 'N/A' and '0-08-0'.

गांव नमुना सात (गांवचा नमुना सात)

Table with columns for land area, crop type, and other agricultural data. Includes handwritten entries for 'N/A' and '0-08-0'.

गांव नमुना सात (गांवचा नमुना सात)

Table with columns for land area, crop type, and other agricultural data. Includes handwritten entries for 'N/A' and '0-08-0'.

गांव नमुना सात (गांवचा नमुना सात)

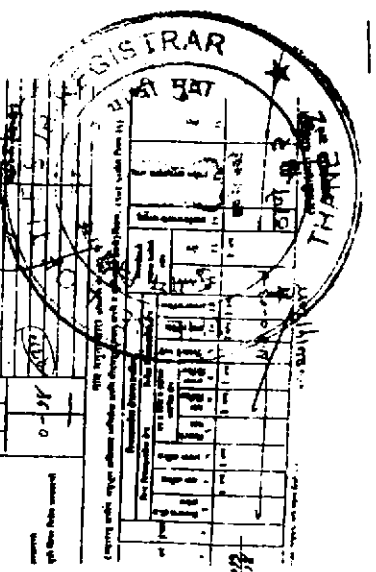
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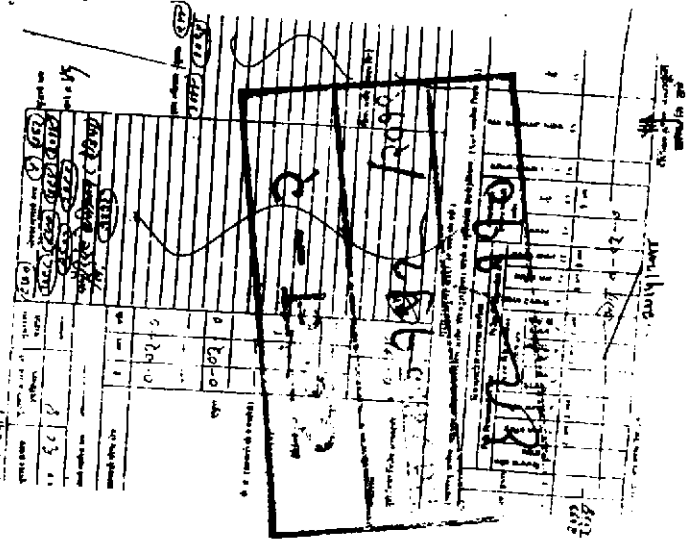
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गांव नमुना सात (गांवचा नमुना सात)

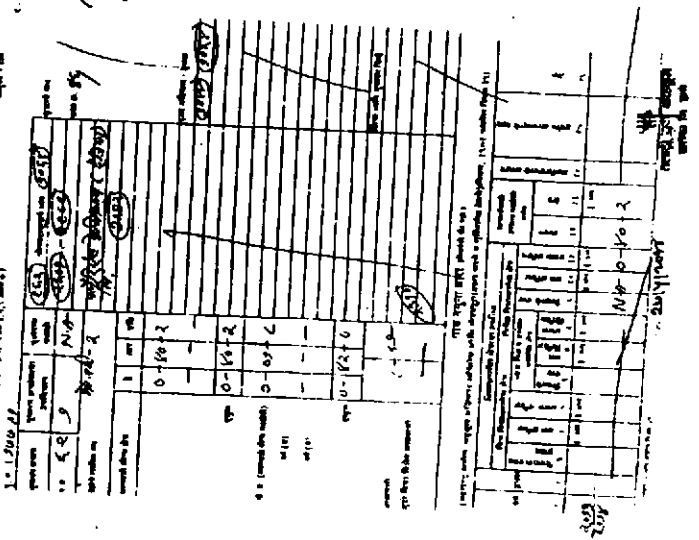
Table with columns for land area, crop type, and other agricultural data. Includes handwritten entries for 'N/A' and '0-08-0'.



गाव नमुना सात (सर्वोत्तम अधिकार घटक)
 (The village sample with all rights and charge (from the 1st column) but
 from 1st column from 1st date)



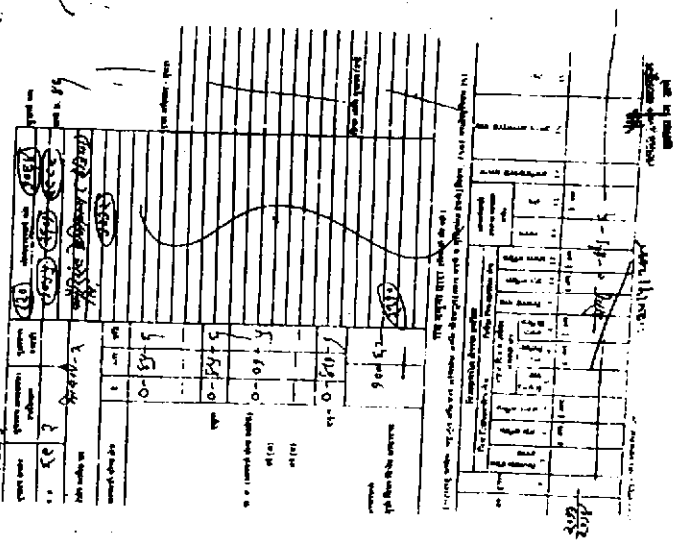
गाव नमुना सात (सर्वोत्तम अधिकार घटक)
 (The village sample with all rights and charge (from the 1st column) but
 from 1st column from 1st date)



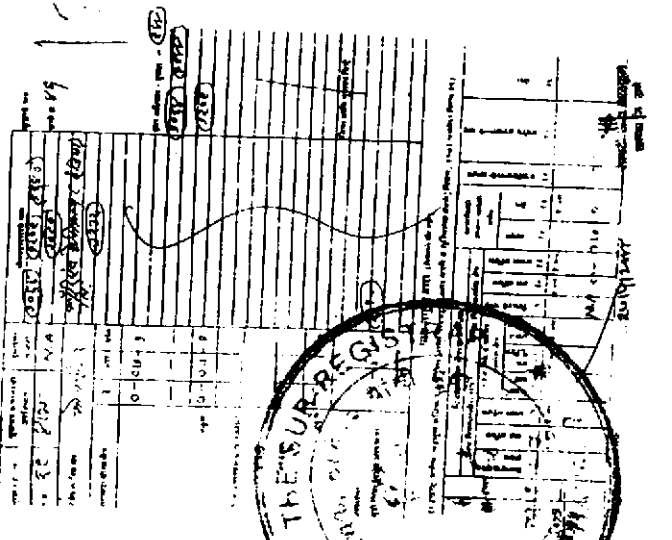
गाव नमुना सात (सर्वोत्तम अधिकार घटक)
 (The village sample with all rights and charge (from the 1st column) but
 from 1st column from 1st date)



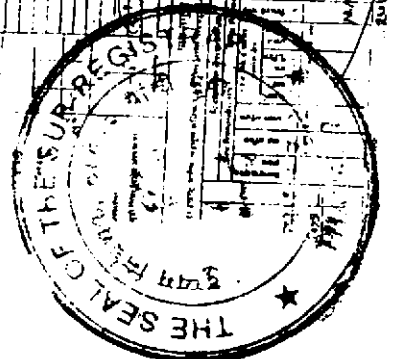
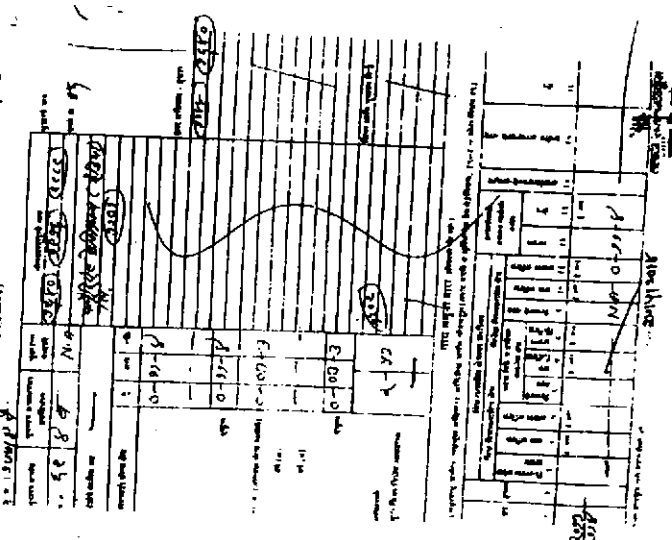
गाव नमुना सात (सर्वोत्तम अधिकार घटक)
 (The village sample with all rights and charge (from the 1st column) but
 from 1st column from 1st date)



गाव नमुना सात (सर्वोत्तम अधिकार घटक)
 (The village sample with all rights and charge (from the 1st column) but
 from 1st column from 1st date)

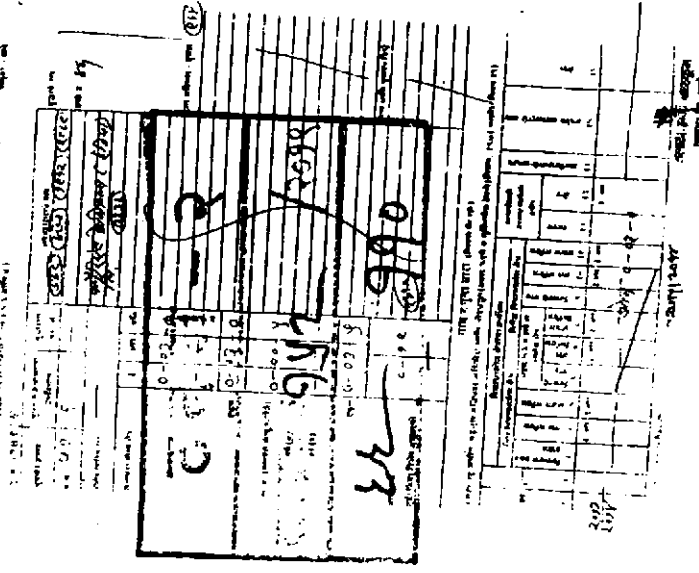


गाव नमुना सात (सर्वोत्तम अधिकार घटक)
 (The village sample with all rights and charge (from the 1st column) but
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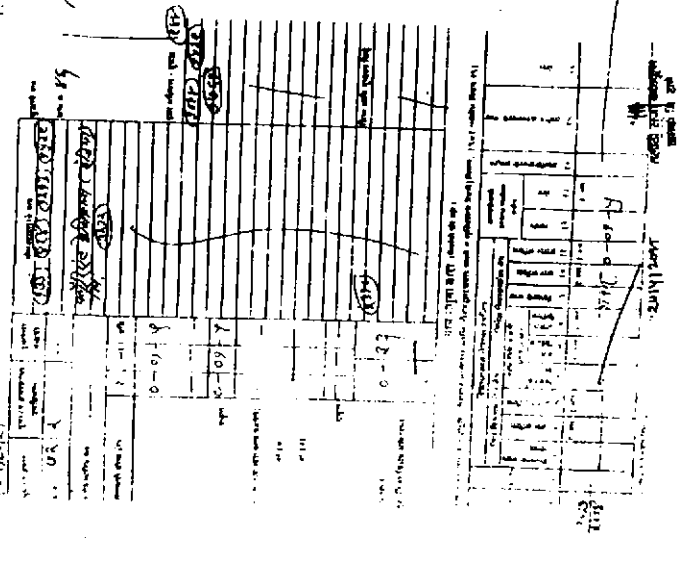
गाव नमुना सात (सहकार अर्जित कर)

1977



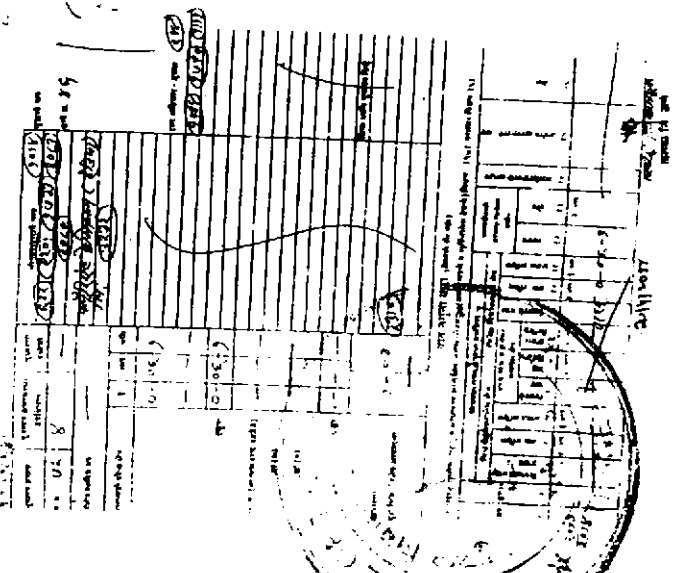
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1977



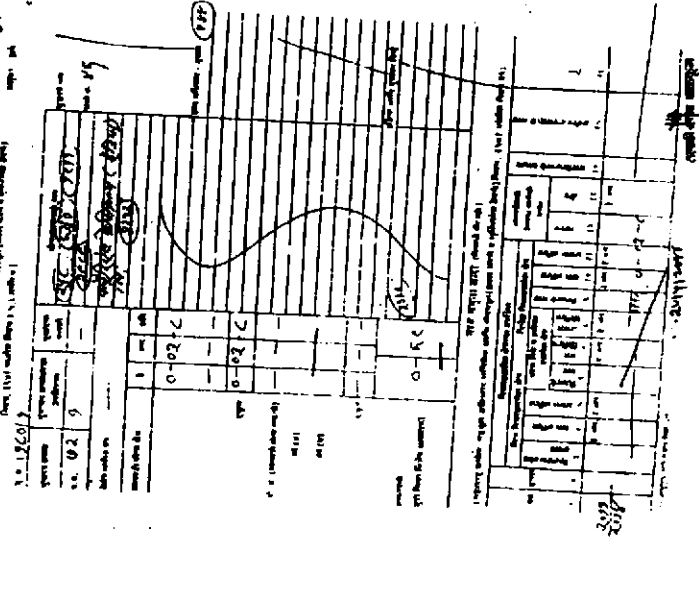
गाव नमुना सात (सहकार अर्जित कर)

1977



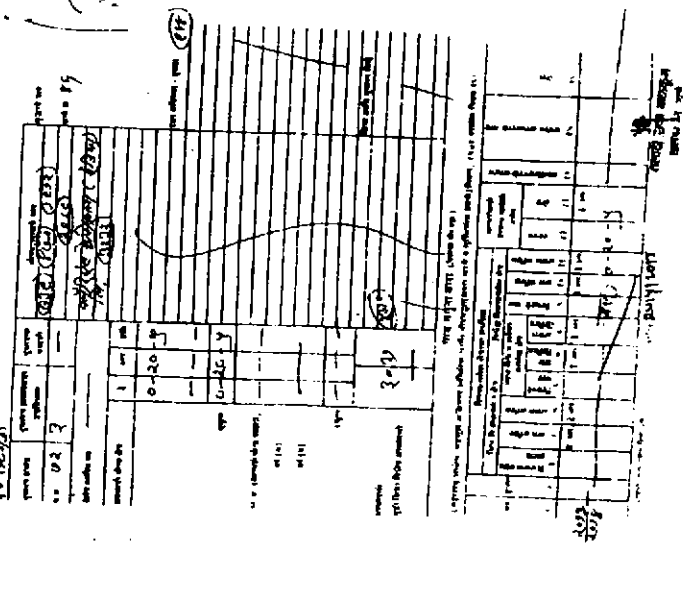
गाव नमुना सात (सहकार अर्जित कर)

1977



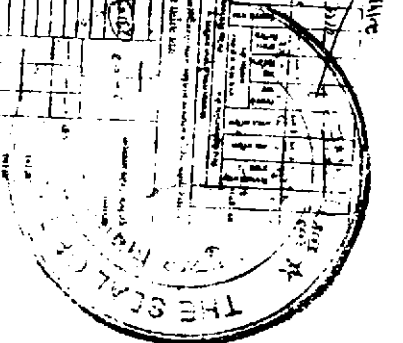
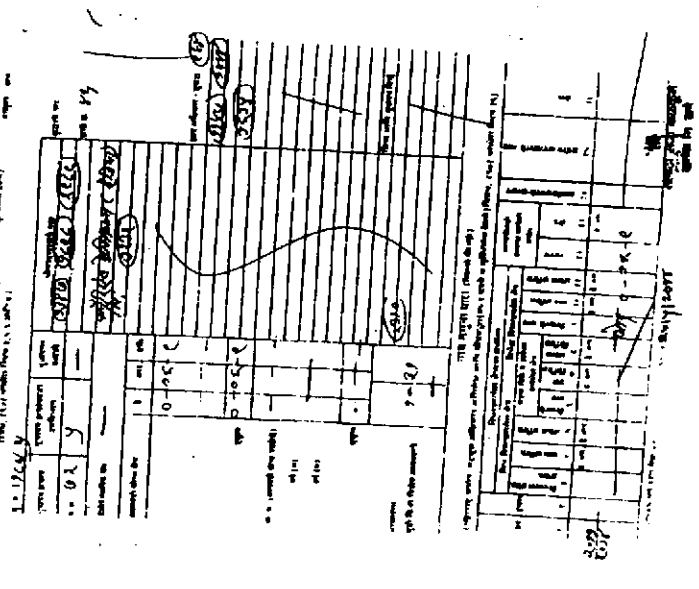
गाव नमुना सात (सहकार अर्जित कर)

1977



गाव नमुना सात (सहकार अर्जित कर)

1977



UNIT WEIGHT

8602/256
990

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AS PER
STATION
MARK
NO.

7 MAY 2014

UNIT WEIGHT

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AS PER
STATION
MARK
NO.

7 MAY 2014

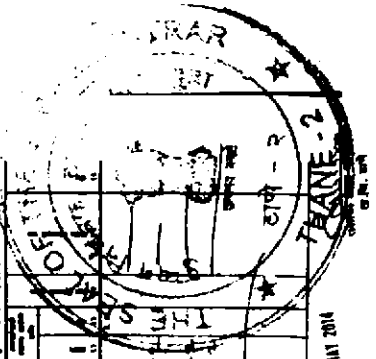
UNIT WEIGHT

8602/256
990

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AS PER
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7 MAY 2014



UNIT WEIGHT

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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AS PER
STATION
MARK
NO.

7 MAY 2014

UNIT WEIGHT

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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AS PER
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NO.

7 MAY 2014

UNIT WEIGHT

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AS PER
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NO.

7 MAY 2014

REGISTRAR GENERAL THANE
THANE DISTRICT

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REGISTRAR GENERAL THANE
THANE DISTRICT

1102 MAY 2011

Request (Dagup) / Jambhale 28 Jambhale

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1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
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REGISTRAR GENERAL THANE
THANE DISTRICT

1102 MAY 2011

Request (Dagup) / Jambhale 28 Jambhale

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REGISTRAR THANE

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THANE DISTRICT

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Request (Dagup) / Jambhale 28 Jambhale

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REGISTRAR GENERAL THANE
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Request (Dagup) / Jambhale 28 Jambhale

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REGISTRAR GENERAL THANE
THANE DISTRICT

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Request (Dagup) / Jambhale 28 Jambhale

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28 MAY 2014

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FORM 100 (REV. 10-1-72)

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

DATE: 1 MAY 73

PROJECT: 2-10-102

SECTION: 2-10-102

PLAT: 2-10-102

TRACT: 2-10-102

OWNER: [Handwritten Name]

ACRES: [Handwritten Value]

AMOUNT: [Handwritten Value]

REMARKS: [Handwritten Notes]

APPROVED: [Signature]

DATE: [Handwritten Date]

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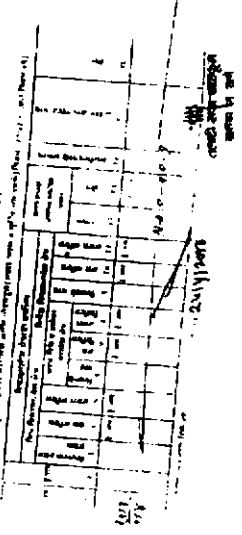
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संगणकीय तालिका (Computerized Table)

पृष्ठ संख्या (Page No.)

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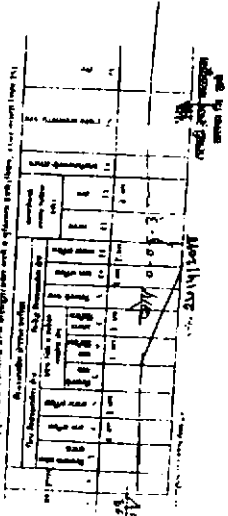


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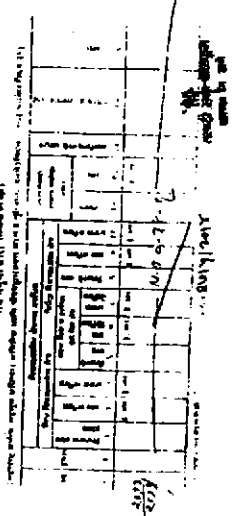


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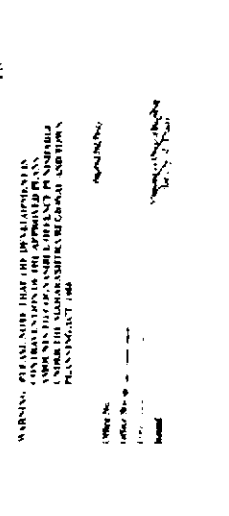


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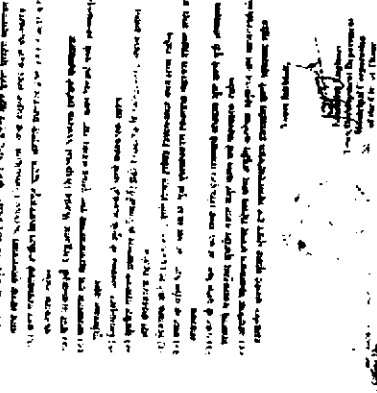


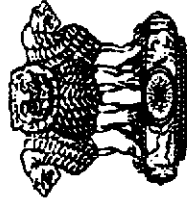
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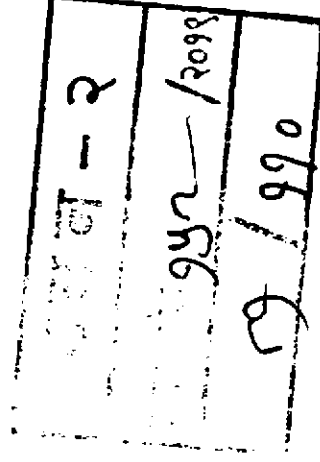


सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies

Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002



Certificate of Incorporation pursuant to change of name

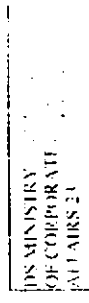
[Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): U45200MH2012PTC235599

hereby certify that the name of the company has been changed from LODHA DEVELOPERS THIANE PRIVATE LIMITED to BELLISSIMO DEVELOPERS THIANE PRIVATE LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name LODHA REALTY AND TECHNOLOGIES PRIVATE LIMITED.

Given under my hand at Mumbai this Seventh day of January two thousand eighteen.

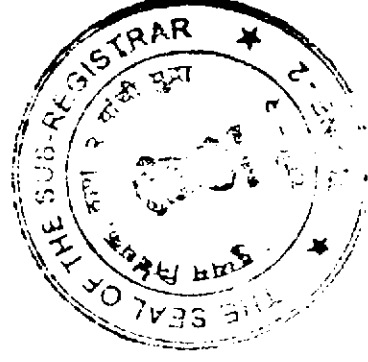


SATIYA PARKASH KUMAR
Registrar of Companies (STS)
Registrar of Companies
RoC - Mumbai

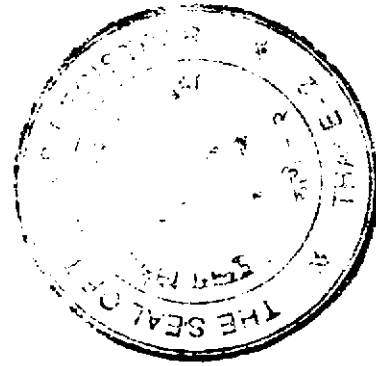
Mailing Address as per record available in Registrar of Companies office:

BELLISSIMO DEVELOPERS THIANE PRIVATE LIMITED

412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, Fort, Mumbai,
Mumbai City, Maharashtra, India, 400001



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BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH

C.P. (CAA)/3137/NB/2018

Under Sections 230 to 232 of the Companies Act, 2013

In the matter of

Bullisimo Developers Thane Private Limited
(First Petitioner Company / Transferor Company)

Lodha Developers Limited
(Second Petitioner Company / Transferee Company)

Order Delivered on 2nd day of November, 2018

Comes:

Hon'ble M.K. Shrivast, Member (I)

For the Petitioners:

Mr. A/R Singh Tewar (V) A/R Singh Tewar & Co., Advocates for Petitioners

For the Regional Director:

S Ramakrishna, Joint Director (WR)

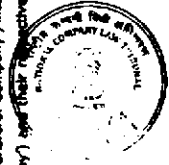
For the Official Liquidator:

M N Hangarikar, Representative from the office of Official Liquidator

Per: - M.K. Shrivast, Member (I)

COMMISSIONER ORDER

1. The sanction of this Tribunal is sought under Sections 230 to 232 of the Companies Act, 2013, to the Scheme of Merger by Absorption of Bullisimo Developers Thane Private Limited (Transferor Company) into Lodha Developers Limited (Transferee Company) and their respective shareholders.



2. The Petitioner Companies have approved the said Scheme by passing the Board Resolutions dated 17th of August, 2018, which are attached to the Joint Company Scheme Petition. They have also approached the Tribunal for sanction of the Scheme.

3. The Transferor Company is engaged in the business of construction, development of real estate and allied activities.

4. The Transferee Company is engaged in the business of construction and development of real estate and allied activities.

5. The merger of the Transferor Company into the Transferee Company would, inter-alia, have the following benefits:

- Synergies arising out of consolidation of business, such as, enhancement of net worth of the combined business to capitalize on future growth potential, optimal utilisation of resources;
- Achieving operational efficiencies and management efficiencies; and
- Reducing operational and compliance cost.

6. The Authorized Share Capital of the Transferor Company is Rs.32,00,000/- comprising of 32,00,000 Equity shares of Rs.10 each. The Issued, Subscribed and Paid-up Share Capital is Rs.71,00,000/- comprising of 7,10,000 Equity Shares of Rs. 10 each.

7. The Authorized Share Capital of the Transferee Company is Rs.10,331,180,000/- comprising of 1,032,001,750 Equity shares of Rs. 10/- each and 11,116,250 Preference shares of Rs. 10/- each. The Issued, Subscribed and Paid-up Share Capital is Rs.395,87,80,000/- comprising of 395,878,000 Equity shares of Rs. 10/- each.

8. Presently, the entire Issued, Subscribed and Paid-up Share Capital of the Transferor Company is held by Transferee Company.

9. The events made in the petition and the submissions made by the Learned Counsel for the Petitioner Companies are:

1. The Petitioner Companies have complied with all requirements as per directions of Tribunal and they have filed necessary documents for compliance in the Tribunal. Moreover, the Petitioner Companies undertake to comply with all the statutory requirements of the Scheme.



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL,
MUMBAI BENCH

C.P. (CAA)/3137/NB/2018

Under Sections 230 to 232 of the Companies Act, 2013

In the matter of

Bullisimo Developers Thane Private Limited
(First Petitioner Company / Transferor Company)

Lodha Developers Limited
(Second Petitioner Company / Transferee Company)

Order Delivered on 2nd day of November, 2018

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S Ramakrishna, Joint Director (WR)

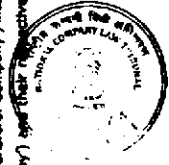
For the Official Liquidator:

M N Hangarikar, Representative from the office of Official Liquidator

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required under the Companies Act, 2013 and the rules made thereunder whichever is applicable.

1. The Regional Director has filed its report dated 25th day of October, 2018 and has stated that save and except as stated in paragraph IV (a) to (f) of the said Report, it appears that the Scheme is not prejudicial to the interest of shareholders and public.

Paragraph IV, of the said report reads as follows:

a) In addition to compliance of AS-14 (IND AS-103), the Transferee Company shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-3 (IND AS-8) etc.

b) As per Part-I Definition Clause 1.3 of the Scheme, "Appointed Date" means the 1st day of April 2017 or such other date as may be fixed or approved by the NCLT. In this regard, it is submitted in terms of provisions of section 232(6) of the Companies Act, 2013 it should be 1st day of April 2017

c) As per Part I Definitions - Clause -1.6 of the Scheme, "Effective Date" means the last of the dates on which the certified copies of the orders sanctioning this Scheme, passed by National Company Law Tribunal at Mumbai, are filed with the Registrar of Companies, Mumbai by the Transferor Company and the Transferee Company. Any references in this Scheme to the date of "coming into effect of this Scheme" or "upon the Scheme becoming effective" shall mean the Effective Date. In this regard it is submitted that the "Appointed Date" & "Effective Date" shall be as per provisions of section 232(6) of the Companies Act 2013 (i.e. 1st day of April 2017) and not as specified in the above said clauses of the scheme.



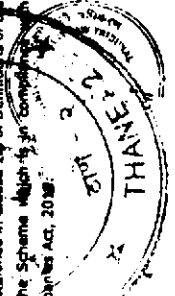
d) As per Part-II, Clause - 7 of the Scheme - Aggregation of authorized Share Capital, in this regard it is submitted that the fee payable by the Transferee company shall be in accordance with the provisions of Section 232(3)(i) of the Companies Act, 2013.

e) Bullisimo Developers Thane Private Limited (The Transferor Company) and Lodha Developers Limited (Transferee Company) are incorporated with the main objective of construction and development of real estate and allied activities. Hence, the petitioner may be directed to comply/clarity the applicability of (RERA) Real Estate Regulation and Development Act, 2016 with Maharashtra Rules and Regulation 2017.

f) Hon'ble NCLT may kindly direct the Petitioners to file an affidavit to the extent that the Scheme enclosed to Company Application & Company Petition, are one and same and there are no discrepancy/any change/changes are made, and liberty be given to Central Government to file further report if any required.

ii. Apropos observation made in paragraph IV(a) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel undertake that the Transferee Company will comply with AS 14 (IND AS - 103) and shall pass such accounting entries which are necessary in connection with the scheme to comply with other applicable Accounting Standards such as AS-3 (IND AS-8) etc.

iv. Apropos observation made in Paragraph IV(b) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel undertake that the Appointed Date has been fixed as 1st day of April, 2017 as mentioned in Clause 1.3 of Definitions of the Scheme under Part I of the Scheme which is in compliance with Section 232(6) of the Companies Act, 2013.



v. Apropos observation made in paragraph IV(g) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel have submitted that the Appointed Date has been fixed as 18th of August 2017 as mentioned in Clause 1.3 of Definitions of the Scheme under Part I of the Scheme which is in compliance with Section 2(6) of the Companies Act, 2013 and the Scheme shall be deemed to be effective from the Appointed Date.

vi. Apropos observation made in paragraph IV(d) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel undertake to comply with provisions of Section 232(3)(i) of the Companies Act, 2013 as regards combination of Authorized Share Capital and also file the amended Memorandum of Association and Articles of Association with prescribed e-forms with ROC, Mumbai, upon Scheme becoming effective.

vii. Apropos observation made in paragraph IV(e) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel submit that all the projects which are required to be registered under the relevant provisions of the Real Estate (Regulations and Development) Act, 2016 ("RERA") are registered and the Petitioner Companies are filing all returns / reports as mandated in the said Act in a time bound manner. The Petitioner Companies through their Counsel further undertake to comply with all applicable provisions of the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations framed thereunder. Further, the Petitioner Companies have served notice of Company Scheme Application upon the RERA authority vide letters dated 27th day of July 2018; however, no comments were received.

viii. Apropos observation made in paragraph IV(f) of the Report of Regional Director is concerned, the Petitioner Companies through their Counsel confirm that the Scheme enclosed to the Company Scheme Application and the Scheme enclosed to the Company Scheme Petition are one & same and there is no discrepancy or deviation.

ix. The Official Liquidator has filed his report dated 27th day of October 2018, inter alia, stating therein that, the affairs of the Transferee Company



5

Company have been conducted in a proper manner and the said Scheme is not prejudicial to the interest of public.

x. Further, the Learned Counsel for the Petitioners submit that neither Petitioners nor the Tribunal has received any objection to the said Scheme of Merger by Absorption between the Transferrer Company and the Transferee Company.

xi. The entire Issued, Subscribed and Paid-up Share Capital of the Transferrer Company is held by the Transferee Company, no consideration shall be issued after the Merger of the Transferrer Company with the Transferee Company. The assets and liabilities will be transferred at the book value in accordance with the applicable Accounting Standards.

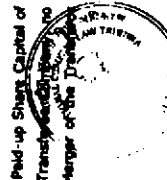
10. From the material on record, the Scheme appears to be fair and reasonable and is not in violation of any provisions of law and is not contrary to public policy. And hereby this Bench, to the Petitioner Company, do order that:

a) All the assets and liabilities including taxes and charges, if any, and duties of the Transferrer Company, shall, pursuant to Section 232 of the Companies Act, 2013, be transferred to and become the assets, liabilities and duties of the Transferee Company.

b) The clarifications and undertakings given by the Learned Counsel for the Petitioner Companies to the observations made in the Report of the Regional Director are considered by this Bench and those are hereby accepted. Subsequently, this Bench hereby directs Petitioner Companies to comply with the provisions / statements, which the Petitioner Companies undertake herein.

c) The Transferrer Company to be dissolved without winding up from the date of said Scheme becomes effective.

d) Since the entire issued, Subscribed and Paid-up Share Capital of the Transferrer Company is held by the Transferee Company, no consideration shall be issued after the Merger of the Transferrer Company with the Transferee Company.



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e) The Petitioner Companies are directed to file a copy of this order along with the Scheme with the concerned Registrar of Companies, electronically, along with e-form INC-28 in addition to the physical copy within 30 days from the date of issuance of the Order by the Registry, duly certified by the Deputy Director or the Assistant Registrar, as the case may be, of the National Company Law Tribunal, Mumbai Bench.

f) The Petitioner Companies to lodge a copy of this Order and the Scheme duly certified by the Deputy Director or the Assistant Registrar, as the case may be, National Company Law Tribunal, Mumbai Bench with the concerned Superintendent of Stamps for the purpose of adjudication of stamp duty payable, if any, on the same within 60 days from the date of the receipt of the duly Certified True Copy of this Order.

g) The Petitioner Companies to pay cost of Rs.25,000/- each to the Regional Director, Western Region, Mumbai to be paid within four weeks from the date of receipt of the duly Certified True Copy of this Order.

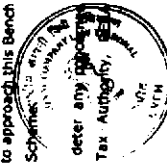
The Petitioner Companies to pay cost of Rs.25,000/- to the Official Liquidator, Mumbai, to be paid within four weeks from the date of receipt of the duly Certified True Copy of this Order.

All authorities concerned to actor's copy of this order along with Scheme duly certified by the Deputy Director or the Assistant Registrar, as the case may be, National Company Law Tribunal, Mumbai Bench.

Any person interested in applying to apply to the Tribunal in these matters for any directions or modifications that may be necessary.

Any concerned parties (i.e. RD, ROC, OL, Income Tax Authority, etc.) is at liberty to approach this Bench for any clarifications / directions under this Scheme.

1) The sanctioning of this Scheme shall not deter any interested parties (i.e. RD, ROC, OL, Income Tax Authority, etc.)



7

Authority, etc.) from assessing transactions arising out of these Scheme, if need be.

m) The Scheme is hereby sanctioned and the appointed date of the Scheme is fixed as 1st day of April, 2017.

11. Ordered accordingly to be consigned to Records.

DATED: 02.11.2018

RD/-
M.K. SHRINAWAT
MEMBER (JUDICIAL)

Certified True Copy
Date of Application: 30/11/2018
Number of Pages: 4
Fee Paid Rs. 2000/-
Applicant called for order: on 30/11/2018
Copy prepared on: 30/11/2018
Copy issued on: 30/11/2018

D. R. PATIL
Deputy Registrar
National Company Law Tribunal, Mumbai Bench



SCHEME OF MERGER BY ABSORPTION

OF

**BELLISSIMO DEVELOPERS TRANE PRIVATE LIMITED
(TRANSFEROR COMPANY)**

INTO

**LODHA DEVELOPERS LIMITED
(TRANSFereeE COMPANY)**

AND

THEIR RESPECTIVE SHAREHOLDERS

**UNDER SECTION 20 TO 23 OF THE COMPANIES ACT, 2013 AND OTHER
APPLICABLE PROVISIONS OF THE COMPANIES ACT, 2013 AND RULES FRAMED
THEREUNDER.**

1. PREAMBLE

The Scheme of Merger by Absorption ("Scheme") is presented under Section 230 to 232 of the Companies Act, 2013 and other applicable provisions of the Companies Act, 2013 and the rules framed thereunder for the Merger by Absorption of Bellissimo Developers Trane Private Limited into Lodha Developers Limited.

2. DESCRIPTION OF COMPANIES

2.1 Bellissimo Developers Trane Private Limited, the Transferor Company, (hereinafter referred to as "First Applicant Company") was originally incorporated as a private limited company under the Companies Act 1956, on the 11th day of September, 2012 under the name and style of Lodha Realty and Technologies Private Limited, vide Corporate Identity Number U45200MH2012PTC231599. Subsequently, it changed its name to "Harbor Realty and Technologies Private Limited", and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai on 24th September, 2012. Thereafter, it changed its name to "Lodha Developers Trane Private Limited" and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai on 17th April, 2017 and subsequently to "Bellissimo Developers Trane Private Limited" for which a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai on 7th January, 2018.

2.2 Lodha Developers Limited, the Transferee Company (hereinafter referred to as "The Second Applicant Company") was originally incorporated as a private limited company under the Companies Act 1956, on the 25th day of September 1995 under the name and style of "Lodha Developers Private Limited" vide Corporate Identity Number U45200MH1995PTC093041. On 10th August, 2009, the Transferee Company was converted into a Public Limited Company and its name was changed to "Lodha Developers Limited", subsequently, on 11th January, 2013 the Transferor Company again got converted into a Private Limited Company and the name of the Transferee Company too changed to "Lodha Developers Private Limited", and a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai. Thereafter, on 16th March, 2018 the Transferee Company again got converted into a Public Limited Company, and the name was changed to "Lodha Developers Limited" for which a fresh certificate of incorporation consequent upon change of name was issued by the Registrar of Companies, Mumbai having Corporate Identity Number U45200MH1995PTC093041.

3. RATIONALE OF THE SCHEME

The Transferor Company and the Transferee Company are engaged in similar line of business. Also, the Transferor Company is the wholly owned subsidiary of the Transferee Company. Therefore, this Scheme of Merger by Absorption will achieve the following primary benefits:

- Synergies arising out of amalgamation of business, such as, enhancement of net worth of the combined business to capitalise on future growth potential, optimal utilization of resources;
- Achieving operational efficiencies and management effectiveness; and
- Reducing operational and compliance cost.

4. PARTS OF THIS SCHEME

This Scheme is divided into the following parts:

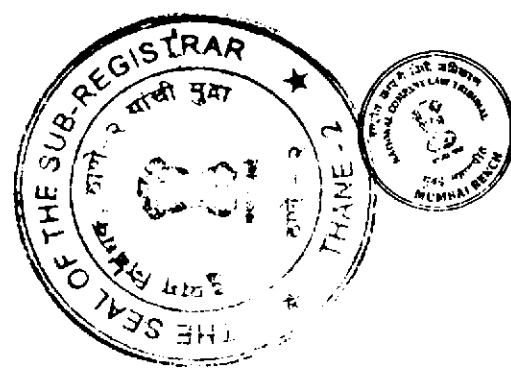
- PART I deals with the definitions of the Scheme;
- PART II deals with Merger by Absorption of Transferor Company into the Transferee Company;
- PART III deals with general terms and conditions applicable to this Scheme.

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२५ / ११०



**PART I
DEFINITIONS OF THE SCHEME**

- 1. DEFINITIONS**
In this Scheme, unless inconsistent with the subject or context, the following expressions shall have the following meanings:
 - 1.1 "Act" or "the Act" means the Companies Act, 2013, and ordinances, rules and regulations made thereunder, and shall include any statutory modifications, re-enactments or amendments thereof for the time being in force. References in this Scheme to particular provisions of the Act are references to particular provisions of the Companies Act, 2013, unless stated otherwise.
 - 1.2 "Applicable Law" shall mean any statute, notification, bye laws, rules, regulations, guidelines, rules of common law, policy, code, directives, orders, or instructions bearing the force of law enacted or issued by the appropriate authority including any statutory modification or re-enactment thereof for the time being in force.
 - 1.3 "Appointed Date" means the 1st day of April 2017 or such other date as may be fixed or approved by the NCLT.
 - 1.4 "Board of Directors" means the respective Board of Directors of Transferor Company or the Transferee Company, as the case may be and shall include any committee of directors constituted or appointed and authorized for the purposes of matters pertaining to this Scheme or any other matter relating thereto.
 - 1.5 "Effective Date" means the last of the date on which the certified copies of the orders sanctioning this Scheme, passed by the National Company Law Tribunal at Mumbai, are filed with the Registrar of Companies, Mumbai by the Transferor Company and the Transferee Company. Any reference in this Scheme to the date of "receiving law effect of this Scheme" or "upon the Scheme becoming effective" shall mean the Effective Date.
 - 1.6 "NCLT" or "Tribunal" means National Company Law Tribunal Mumbai bench having jurisdiction in relation to the Transferor Company and the Transferee Company and shall be deemed to include, if applicable, a reference to such other forum or authority which may be vested with any of the powers of NCLT to sanction the Scheme under the Act.
 - 1.7 "Registrar of Companies" means the Registrar of Companies, Mumbai, Maharashtra.
 - 1.8 "Scheme" or "this Scheme" or "this Scheme" means this Scheme of Merger by Absorption in its present form or with any modification(s) made under Clause 16 of this Scheme as approved or directed by the NCLT or such other competent authority as may be applicable.
 - 1.9 "Transferee Company" means "Lodha Developers Limited", a company incorporated under the Companies Act, 1956 having its registered office at 412, Floor-4, 17G, Vardhman Chamber, Connaught Place Road, Horniman Circle, Fort, Mumbai 40001.
 - 1.10 "Transferor Company" means "Bellissimo Developers Trane Private Limited", a company incorporated under the Companies Act, 1956 having its registered office at 412, Floor-4, 17G, Vardhman Chamber, Connaught Place Road, Horniman Circle, Fort, Mumbai 40001.



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PART II
MEMORANDUM OF ASSOCIATION OF THE TRANSFEROR COMPANY LIMITED
5-11 BANGALORE ROAD BANGALORE COMPANY 1978

SHARES:

3. The share capital of the Transferor Company as on 31st March, 2017 was as under:

Particulars	Amount in (Rs.)
Authorised Capital	
30,07,20,440 Equity Shares of Rs.5 each	150,36,02,200
2,10,40,000 Preference Shares of Rs.5 each	10,52,00,000
Total	160,88,02,200
Actual Subscribed and Paid up Capital	
22,62,16,000 Equity Shares of Rs.5 each, fully paid up	113,10,80,000
Total	113,10,80,000

Subsequent to 31st March, 2017, there has been no change in the capital structure of the Transferor Company.

4. The Transferor Company is the wholly owned subsidiary of the Transferee Company as the entire paid up share capital of the Transferor Company is held by the Transferee Company and its nominee.

5. The share capital of the Transferee Company as on 31st March, 2017 was as under:

Particulars	Amount in (Rs.)
Authorised Capital	
102,10,51,250 Equity Shares of Rs.10 each	1,021,05,12,500
104,91,250 Preference Shares of Rs.5 each	5,24,56,250
Total	1,026,29,68,750
Actual Subscribed and Paid up Capital	
19,58,78,000 Equity Shares of Rs.10 each, fully paid up	1,95,87,80,000
Total	1,95,87,80,000

6. The share capital of Transferee Company as on the date of filing this Scheme is as under:

Particulars	Amount in (Rs.)
Authorised Capital	
102,10,51,250 Equity Shares of Rs.10 each	1,021,05,12,500
104,91,250 Preference Shares of Rs.5 each	5,24,56,250
Total	1,026,29,68,750
Actual Subscribed and Paid up Capital	
19,58,78,000 Equity Shares of Rs.10 each, fully paid up	1,95,87,80,000
Total	1,95,87,80,000

7. **TRANSFER AND VESTING**

Subject to the provisions of this Scheme as specified hereinafter and with effect from the Appointed Date and upon the Scheme becoming effective, the entire business of the Transferor Company shall under the provisions of Sections 230 to 232 and other applicable provisions, if any, of the Act, and pursuant to the orders of the Transferee Company, be transferred to and vested in and/or deemed to be transferred to the Transferee Company so as to become the proprietor and liabilities of the Transferee Company in accordance with the provisions of Section 2(18) of the Income-tax Act, 1961.

8. With effect from the Appointed Date, all respective debts, liabilities (including contingent liabilities), claims and obligations of every kind, nature and description of the Transferor Company and to the extent they are outstanding on the Effective Date shall, without any further act, deed, matter or thing to be done and stand transferred to the Transferee Company and shall become the liabilities and obligations of the Transferee Company which undertakes to meet, discharge and satisfy the same and if such act, deed, matter or thing shall stand transferred in the Transferee Company and shall become the liabilities and obligations of the Transferee Company which undertakes to meet, discharge and satisfy the same and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts, liabilities and obligations have arisen in order to give effect to the provisions of this Clause.

9. Where any of the respective debts, liabilities (including contingent liabilities), claims and obligations of the Transferor Company as on the Appointed Date, deemed to be transferred to the Transferee Company have been discharged by the Transferor Company, after the Appointed Date and prior to the Effective Date, such discharges shall be deemed to have been for and on account of the Transferee Company, and all loans raised and used and all liabilities and obligations incurred by the Transferor Company after the Appointed Date and prior to the Effective Date shall be deemed to have been raised, used or incurred for and on behalf of the Transferee Company and to the extent they are outstanding on the Effective Date, shall also without any further act, deed, matter or thing stand transferred in the Transferee Company and shall become the liabilities and obligations of the Transferee Company which undertakes to meet, discharge and satisfy the same and it shall not be necessary to obtain the consent of any third party or other person who is a party to any contract or arrangement by virtue of which such debts and liabilities have arisen in order to give effect to the provisions of this Clause.

10. All the assets and properties which are acquired by the Transferee Company, on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Sections 230-232 and all other applicable provisions if any of the Act, without any further act, deed, matter or thing, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme in accordance with the provisions of Sections 230-232 of the Act.

11. All the assets and properties which are acquired by the Transferee Company, on or after the Appointed Date but prior to the Effective Date shall be deemed to be and shall become the assets and properties of the Transferee Company and shall under the provisions of Sections 230-232 and all other applicable provisions if any of the Act, without any further act, deed, matter or thing, be and stand transferred to and vested in and be deemed to have been transferred to and vested in the Transferee Company upon the coming into effect of this Scheme in accordance with the provisions of Sections 230-232 of the Act.

12. Upon the Scheme becoming effective, the Transferee Company shall account for the charge of the Transferor Company in its books of accounts with effect from the Appointed Date as per "Transfer of Interest Method" provided in Appendix C of Indian Accounting Standard 103 (Business combinations of entities under common control) notified under the provisions of the Companies Act, 2013. It would later file include the following:

13. All the assets, liabilities and reserves in the books of the Transferee Company shall stand transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company in their carrying account as appearing in the books of the Transferee Company.

14. In case of any difference in the accounting policies between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date of merger will be quantified and adjusted in the reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the true financial position on the basis of consistent accounting policies.

15. **AGGREGATION OF AUTOBOSUD SHARE CAPITAL**

Upon this Scheme becoming effective, the authorized share capital of the Transferor Company shall stand consolidated and to be merged with the authorized share capital of the Transferee Company without any further act, deed, matter or thing to be done by the Transferee Company, including without payment of stamp duty and without the sanction of the Registrar of Companies, and the Memorandum of Association and Articles of Association of the Transferee Company, have been drawn up to comply with the provisions of the Companies Act, 2013.

4.2 With effect from the Appointed Date, the whole of the business of the Transferor Company, as a going concern, including its business, all concerned and accrued debts, liabilities, claims and obligations and all the assets, properties, rights, titles and benefits, whether movable or immovable, real or personal, in possession or reversion, corporeal or incorporeal, tangible or intangible, present or contingent and including but without being limited to land and building (whether owned, leased, licensed) all fixed and movable plant and machinery, vehicles, fixed assets, work in progress, current assets, investments, reserves, provisions, funds, loans, repayments, copyrights, patents, trademarks, loans, licenses, treasury rights, proceeds, applications for copyrights, patents, trademarks and other rights and licenses in respect thereof, ownership title, lease purchase and lease arrangements, building arrangements, joint venture agreements, benefits of security arrangements, contracts, office equipment, telephones, telegrams, facilities connections, communication facilities, equipment and installations and utilities, electricity, water and other service connections, benefits of agreements, contracts and arrangements, process, subsidies, permits, allowances, approvals, consents, privileges, licenses, advantages, exemptions and all rights, title, interest, goodwill, benefit and advantage, deposits, reserves, provisions, advances, receivables, deposits, funds, cash, bank balances and accounts and all other rights, benefits of all agreements, subsidies, grants, tax credits [including but not limited to benefits of tax relief including under the Income-tax Act, 1961] such as credit for advance tax, minimum advance tax, taxes deducted at source, etc. benefits under the Sales Tax Act, sales tax set off, benefits of any unutilized MODVAT/CEMWAT/Service tax credits, unutilized input tax credits of central goods and service tax (CGST), integrated goods and services tax (IGST), state goods and service tax (SGST), profits and service tax compensation cum ("CGST Compensation Cum") etc.), rollover loans, deposits / vehicles etc. all files, papers, records, engineering and design data, operations notes / administrative materials and former customers (price information) / suppliers (credit information) other records whether in physical, electronic, form or otherwise relating to the Transferor Company and other claims and presents, of whatsoever nature and whatsoever nature belonging to or in the possession of or granted in favour of or enjoyed by the Transferor Company, whether in India or abroad as on the Appointed Date, shall, under the provisions of sections 230-232 of the Act and all other applicable provisions, if any, of the Act, and without any further act or deed, be transferred to and vested in and / or be deemed to be transferred to and vested in the Transferee Company as a going concern so as to become from the Appointed Date, the business of the Transferee Company and to vest in the Transferee Company all the rights, title, interest or obligations of the Transferor Company therein.

4.3 With effect from the Appointed Date and upon the Scheme becoming effective, any statutory licenses, permissions, approvals, quotas or consents to carry on the respective operations and business of the Transferor Company shall stand vested in or transferred to the Transferee Company without any further act or deed and shall be appropriately notified by the Statutory Authorities concerned in favour of the Transferee Company. The benefits of all statutory and regulatory permissions, licenses, approvals, consents and other records and consents shall vest in and shall be in full force and effect equally as if issued by the Transferee Company and may be enforced as fully and effectually as if issued by the Transferee Company, the Transferee Company had been the party thereto or the beneficiary or obligee thereof pursuant to this Scheme. In so far as the various incentives, subsidies, rebatification Schemes, special status and other benefits or privileges enjoyed, granted by any Government or other authority or by any other person, or created by the Transferee Company, as they stand, are concerned, the same shall vest with and be available to the Transferee Company on the same terms and conditions.

4.4 With effect from the Appointed Date and upon the Scheme becoming effective, any loans or provisions of the Scheme are found or interpreted to be inconsistent with the provisions of the said Section of the Income-tax Act, 1961, at a later date including resulting from an amendment of law or for any other reason whatsoever, the provisions of the said Section of the Income-tax Act, 1961, shall prevail and the Scheme shall stand modified to the extent determined necessary to comply with Section 2(18) of the Income-tax Act, 1961. Such modification will, however, not affect the other parts of the Scheme.

4.5 Upon the Scheme being amended and taking effect, the Transferee Company shall be entitled to operate all bank accounts related to the Transferee Company and all cheques, drafts, pay orders, direct and indirect tax balances and/or payment advices of any kind or description issued in favour of the Transferee Company, either before or after the Appointed Date, or in future, may be deposited with the Bank of the Transferee Company and credit of all receipts there-into will be given to the accounts of the Transferee Company.

4.6 **NO DEBIT OF SHARES BY THE TRANSFEE COMPANY**

The entry issued, subscribed and paid up capital of the Transferee Company is held by the Transferee Company and its nominee. Hence upon the Scheme becoming effective, no shares of the Transferee Company shall be allotted in lieu or exchange of the holding as the Transferee Company and its nominee share capital of the Transferee Company, held by the Transferee Company shall stand consolidated.

4.7 **ACCOUNTING TREATMENT**

Upon the Scheme becoming effective, the Transferee Company shall account for the charge of the Transferor Company in its books of accounts with effect from the Appointed Date as per "Transfer of Interest Method" provided in Appendix C of Indian Accounting Standard 103 (Business combinations of entities under common control) notified under the provisions of the Companies Act, 2013. It would later file include the following:

4.8 All the assets, liabilities and reserves in the books of the Transferee Company shall stand transferred to and vested in the Transferee Company pursuant to the Scheme and shall be recorded by the Transferee Company in their carrying account as appearing in the books of the Transferee Company.

4.9 In case of any difference in the accounting policies between the Transferor Company and the Transferee Company, the impact of the same till the Appointed Date of merger will be quantified and adjusted in the reserves of the Transferee Company to ensure that the financial statements of the Transferee Company reflect the true financial position on the basis of consistent accounting policies.

4.10 **AGGREGATION OF AUTOBOSUD SHARE CAPITAL**

Upon this Scheme becoming effective, the authorized share capital of the Transferor Company shall stand consolidated and to be merged with the authorized share capital of the Transferee Company without any further act, deed, matter or thing to be done by the Transferee Company, including without payment of stamp duty and without the sanction of the Registrar of Companies, and the Memorandum of Association and Articles of Association of the Transferee Company, have been drawn up to comply with the provisions of the Companies Act, 2013.

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BINDING EFFECT
Upon the Scheme becoming effective, the same shall be binding on the Transferor Company and the Transferee Company and all concerned persons. No further act, deed, matter or thing.

CONTRA, CHARGES & EXEMPTIONS
All charges, taxes, duties, levies and all other matters, if any (save as otherwise agreed), incurred prior to and subsequent to the Scheme and which are payable by the Transferee Company, shall be the responsibility of the Transferee Company.

21. MISCELLANEOUS

If any part of this Scheme herof is invalid, ruled illegal by any Court of competent jurisdiction or unenforceable under present or future laws, then it is the intention of the parties to the Scheme that such part shall be severable from the remainder of the Scheme, and the Scheme shall not be affected thereby; unless the deletion of such part shall cause the Scheme to become materially adverse to any party, in which case the parties to the Scheme shall attempt to bring about a modification to the Scheme, as well as preserve for each party the benefits and obligations of the Scheme, including but not limited to such part.

Certified True Copy
Date of Application: 20/11/2018
Number of Pages: 13
Fee Paid to: ₹ 500/-
Applicant's name: (with a true copy on 20/11/2018)
Copy File No.: SA/11/2018
Copy Issued on: 30/11/2018
D. N. Patil
Dy. Registrar

National Company Law Tribunal, Mumbai Bench.



BEFORE THE NATIONAL COMPANY LAW TRIBUNAL, MUMBAI BENCH
C.P. (CAA)/3137/MB/2018

BEFORE THE NATIONAL COMPANY LAW
TRIBUNAL, MUMBAI BENCH

C.P. (CAA)/3137/MB/2018
Under Sections 230 to 232 of the
Companies Act, 2013

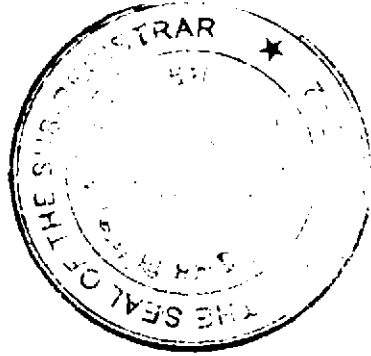
In the matter of

Baltesimo Developers Thane Private Limited
(First Petitioner Company / Transferor Company)

Lodha Developers Limited
(Second Petitioner Company / Transferee Company)

Baltesimo Developers Thane Private Limited
(First Petitioner Company / Transferor Company)

CERTIFIED COPY OF THE ORDER DATED 2ND DAY OF
NOVEMBER, 2018 ALONG WITH SCHEME ANNEXED
TO PETITION



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दस्त क्रमांक १५२/२०११

२९/११०

घोषणापत्र

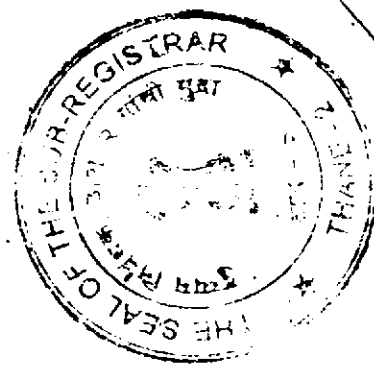
मी. श्री. सुरेन्द्र नार / मनिन्द्र छात्रा या द्वारे घोषित करतो की, दुय्यम निबंधक ठाणे-२ यांचे कार्यालयात चरारनात्र या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. अभिषेक लोढा व इतर यांनी दिनांक 06/04/2018 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, दर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्द बाल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव आहे.

ठिकाण : ठाणे

दिनांक : २१/१/१८

 सही

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार



ढलन - २

१०/११०

१०/११०

घोषणापत्र

मी. श्री. पंढरी केसरकर / श्री. रामनाथ रावल / श्री. राहुल वंडेकर / श्री. प्रमोद कांबळे / श्री. प्रताप सातवकर / शैलेश मोरे या. द्वारे घोषित करतो की, दुय्यम निबंधक १०/११० यांचे कार्यालयात करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री. सुरेन्द्रन नायर / मनिंदर छात्रा यांनी दिनांक 08/04/2018 रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे / निष्पादीत करून कबुलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पुर्णतः सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

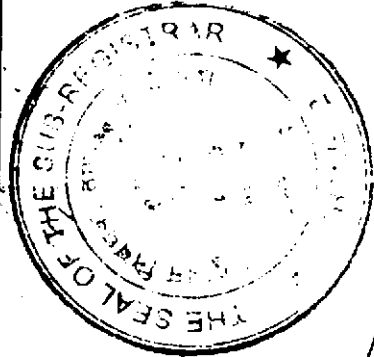
ठिकाण : ठाणे

दिनांक : ०१/१/१८

सही

P. P. Kulkarni

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार



Ministry of Corporate Affairs, Government of India



GOVERNMENT OF INDIA

Ministry of Corporate Affairs

Department of Company Administration

Corporate Identity Number: U12202MH2002PLC0000000
Name: [REDACTED]

For the purpose of the Act, the company is deemed to be a company incorporated in India.

Charter of Incorporation: [REDACTED]

VI Number: [REDACTED]



Registered Office: [REDACTED]

Table with 2 columns: Name, Address. Row 1: [REDACTED], [REDACTED].

OC

Form with multiple sections and tables, including a large table with columns for names and addresses.

8602/27942/2098
03/1990

Form with multiple sections and tables, including a large table with columns for names and addresses.

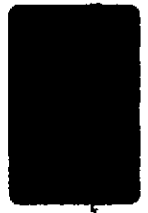
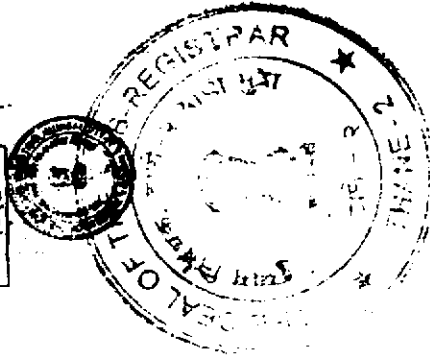


Table with 2 columns: Name, Address. Row 1: [REDACTED], [REDACTED].



OC

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२०११	२०११
२०११	२०११
२०११	२०११



२०११	२०११
२०११	२०११
२०११	२०११



२०११	२०११
२०११	२०११
२०११	२०११



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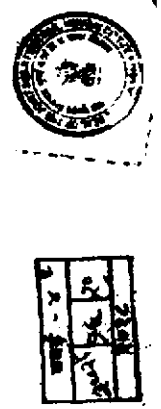
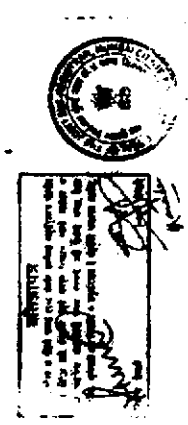
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8602/2099

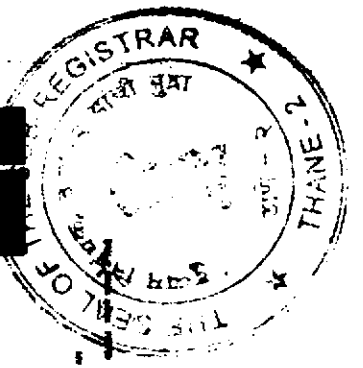
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Page 1 of 2

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8602 / 2	056 / 32

RECEIVED
 THE SUB-REGISTRAR
 OFFICE
 1955
 [Signature]



2802	02	1955
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155

4/10/55

RECEIVED
 THE SUB-REGISTRAR
 OFFICE
 1955
 [Signature]

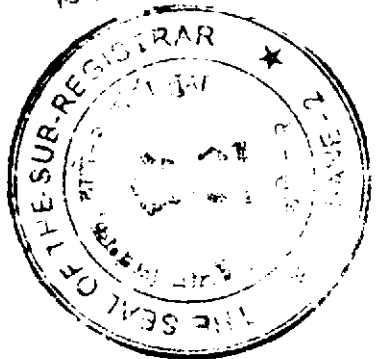
2802

Date of Bank Receipt for Q14 1981216532017: 19
 Date: 10/02/55

THE SUB-REGISTRAR
 OFFICE
 1955



2802	02	1955
02	02	1955



THE SUB-REGISTRAR
 OFFICE
 1955

2802	02	1955
02	02	1955

2802	02	1955
02	02	1955

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AGREEMENT TO SUBMIT TO THE JURISDICTION OF THE COURT OF THE DISTRICT OF COLUMBIA IN CONNECTION WITH THE INVESTIGATION OF THE ACTS OF TERRORISM COMMITTED BY THE SUBJECTS OF THIS AGREEMENT.

1. The undersigned hereby agree to submit to the jurisdiction of the Court of the District of Columbia in connection with the investigation of the acts of terrorism committed by the subjects of this agreement.



2000	8
2000	8

AGREEMENT TO SUBMIT TO THE JURISDICTION OF THE COURT OF THE DISTRICT OF COLUMBIA IN CONNECTION WITH THE INVESTIGATION OF THE ACTS OF TERRORISM COMMITTED BY THE SUBJECTS OF THIS AGREEMENT.

2000	8
2000	8

1. The undersigned hereby agree to submit to the jurisdiction of the Court of the District of Columbia in connection with the investigation of the acts of terrorism committed by the subjects of this agreement.



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1. The undersigned hereby agree to submit to the jurisdiction of the Court of the District of Columbia in connection with the investigation of the acts of terrorism committed by the subjects of this agreement.

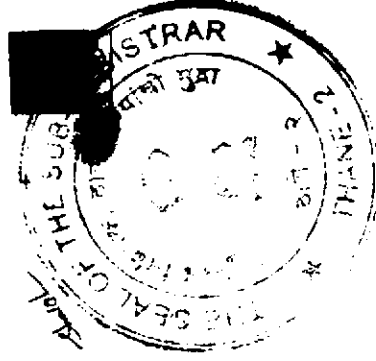


AGREEMENT TO SUBMIT TO THE JURISDICTION OF THE COURT OF THE DISTRICT OF COLUMBIA IN CONNECTION WITH THE INVESTIGATION OF THE ACTS OF TERRORISM COMMITTED BY THE SUBJECTS OF THIS AGREEMENT.

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AGREEMENT TO SUBMIT TO THE JURISDICTION OF THE COURT OF THE DISTRICT OF COLUMBIA IN CONNECTION WITH THE INVESTIGATION OF THE ACTS OF TERRORISM COMMITTED BY THE SUBJECTS OF THIS AGREEMENT.

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2000	8
2000	8



2012-12-12

58

GOVERNMENT OF INDIA

For more details, please refer to the following:-

1. The Ministry of Information & Public Relations, Government of India, New Delhi.

2. The Ministry of Information & Public Relations, Government of India, New Delhi.

11/11/2012

11/11/2012



11/11/2012

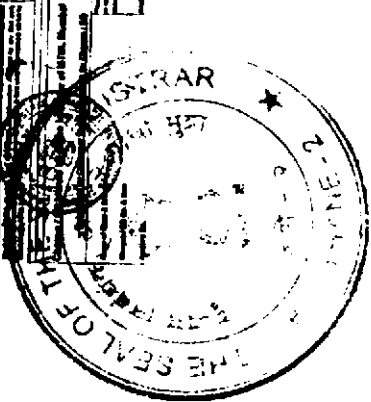
11/11/2012

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2008/1298
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Page 1 of 1

2008/1298

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Page 1 of 1

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  १००६

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THE REGISTRAR, THANE

REGISTRATION OF THE DEEDS ACT, 1908

REGISTRATION OF THE DEEDS ACT, 1908

REGISTRATION OF THE DEEDS ACT, 1908

REGISTRATION OF THE DEEDS ACT, 1908

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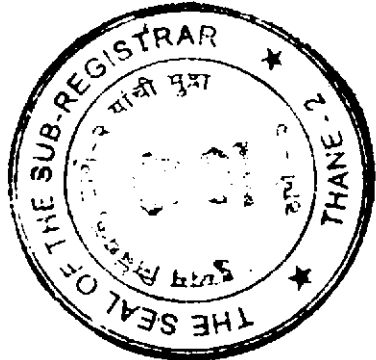
REGISTRATION OF THE DEEDS ACT, 1908

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REGISTRATION OF THE DEEDS ACT, 1908

REGISTRATION OF THE DEEDS ACT, 1908



पं. नं - २
दस्ता क्रमांक २५ / २०१८
१०१ / ११०

Rajyashree Trust.

Rita Jha



[Handwritten signature]

पं. नं. / Year of Birth : १०१ / ११०

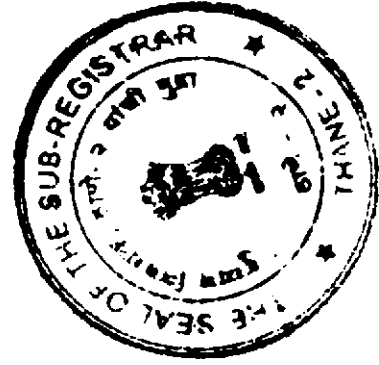
००१२ ७१२२ ००१२

पं. नं. / Year of Birth : १०१ / ११०

००१२ ७१२२ ००१२

आ. पं. नं. - १०१ / ११०

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0661 296
2-12-12



उत्तर - २
दस्तावेज क्रमांक ११२ / २०११
१०३ / १११०



मुल्यांकनाचे वर्ष 2018
ठणे
तालुका अणे
916-335-1 ठणे भिवंडी : र-चारथा दोन्ही बाजूचे लगतचे सर्व नंबर
र-च नुसार विभाग Thane Municipal Corporation सर्व नंबर ज. मू. क्रमांक

बांधीव मूल्य दर तक्त्यानुसार मूल्यदर रु.
खुली जागा निवासी सदनिका
30301 103400

बांधीव बांधाची माहिती

व-धनान क्षेत्र(Built Up) 68.56चौ मीटर

बांध गेलावे वर्गीकरण 1-आर सी सी

उ-उत्वाहन सुविधा आहे

कम्युलिय 113200

दुकाने 131800

औद्योगिक 113200

मोजगापनाचे एकक चौ. मीटर

निकळतीचा प्रकार- बांधीव

मूल्यदर/बांधकामाचा दर- Rs 103000/-

मलत्ता - Silt floor Or Ground floor

Site Type -
R.S.R

Site Re-sale of built up Property constructed after circular d:02.01.2018

घसा-यानुसार निकळतीचा पति चौ. मीटर मूल्यदर = वार्षिक मूल्यदर * घसा-यानुसार टक्केवारी * मजला निहाय घटवाढ

= 103000 * (100 / 100) * 100 / 100

= Rs. 05000/-

A) वाढ निकळतीचे मूल्य

= वरील घसाणे मूल्य दर * निकळतीचे क्षेत्र

= 103000 * 68.56

= R. 7051680/-

13.94चौ मीटर

B) खुल्या जमिनीवरील बाहज तळाचे क्षेत्र

खुल्या जमिनीवरील बाहज तळाचे मूल्य = 13.94 * (103000 * 40 / 100)

= R. 1685228/-

एकत्रित अंतिम मूल्य
= मुख्य निकळतीचे मूल्य + तळघाणे मूल्य + मोक्याईन मजला क्षेत्र मूल्य + सततच्य गच्छीचे मूल्य + वरील गच्छीचे मूल्य + बँडिस्त बाहज तळाचे मूल्य + खुल्या जमिनीवरील बाहज तळाचे मूल्य + फ्लारती भोवतीच्या खुल्या जागेचे मूल्य + बँडिस्त बांधकामे

= A + B + C + D + E + F + G + H + I

= 7051680 + 0 + 0 + 1685228 + 0 + 0 + 0 + 0 + 0

= Rs. 8736908/-

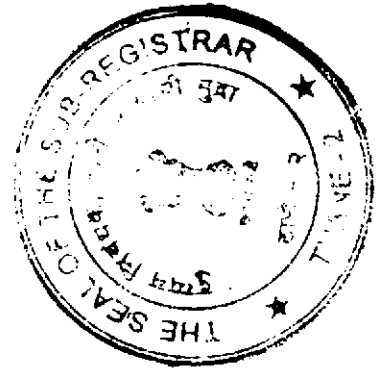
सह दुय्यम निबंधक, ठणे क्र. २

सह दुय्यम निबंधक, ठणे क्र. २

ठणे क्र - २
दस्ता क्रमांक ११२२ / २०१८
१०७ / ११०



तलक - २
४०८/१११०
२०११



Summary1 (GoshwaraBhag-1)

74/152

शुक्रवार, 04 जानेवारी 2019 12:33
म.नं.

दस्त गोषवारा भाग-1

दनन2 2021990
दस्त क्रमांक: 152/2019

दस्त क्रमांक: दनन2 /152/2019

बाजार मूल्य: रु. 72,31,000/- मोबदला: रु. 1,13,91,543/-

भरलेले मुद्रांक शुल्क: रु. 6,83,500/-

दु. नि. मद्र. दु. नि. दनन2 यांचे कार्यालयान
अ. क्रं. 152 वर दि.04-01-2019
रोजी 12:32 म.नं. वा. हजर केला.

P. P. Karankar

दस्त हजर करणाऱ्याची मही:



Joint Sub Registrar Thane 2

दस्ताचा प्रकार: करानामा

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

शिक्षा क्रं. 1 04 / 01 / 2019 12 : 32 : 38 PM ची वेळ: (माद्रीकरण)

शिक्षा क्रं. 2 04 / 01 / 2019 12 : 34 : 50 PM ची वेळ: (फी)

Joint Sub Registrar Thane 2

एकुण: 32200.00



पावती: 224 पावती दिनांक: 04/01/2019

सादरकारणाराचे नाव: लोढा डेव्हलपर्स लि. तर्फे कु. सु. सुरेन्द्रन
नायर तर्फे कबुलीजबाबामाठी कु. सु. पंढरी केसरकर

नोंदणी फी रु. 30000.00

दस्त हाताळणी फी रु. 2200.00

पृष्ठांची संख्या: 110

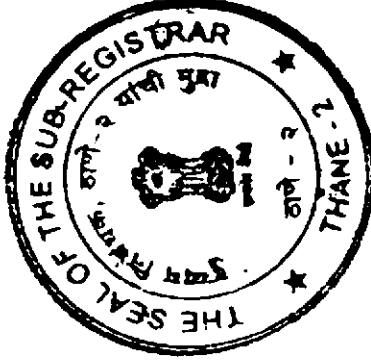
- प्रतिज्ञा पत्र -

सदर सल्लेख नोंदणी कायदा 1906 नियम 1981 अंतर्गत
सद्युद्दीप्तार नोंदणीस दाखल केला आहे. एस्ताप्रमाणे संतुर्ण
मण्डुर्णर निषादक अक्ती,रक्षीषार व सोबत जोडलेले कायदामणे
एस्ताची संरक्षा कायदेशीर बाडी माडी खातीत निषादक अक्ती
संतुर्णमणे अवाक्यार आहेत. तेरींस सदर इस्तोखान घरतांगुडे
एस्त्यासन/केंड्यासन यांच्या कोणताही इस्त्या/निकम/परिषद
कडे उत्सांन होत नाही.

शिशु केणार ली

शिशु केणार ली

Raidyee namini



Tika Sha

Summary-2(दस्त गोषवारा भाग - २)



04/01/2019 12 32:35 PM

दस्त गोषवारा भाग-2

दस्ता नं. 2790799
दस्त क्रमांक: 152/2019

दस्त क्रमांक : दस्तन2/152/2019

दस्ताचा प्रकार :- करानामा

अनु क्र.	पत्रकाराचे नाव व पत्ता	पत्रकाराचा प्रकार	छायाचित्र	अपठवाचा उसा
1	नाम: लोढा डेव्हलपर्स लि. तर्फे कु. सु. सुरेन्द्रन नाथर तर्फे कबुलीजबाबामाठी कु. सु. एडही केसरकर पत्ता: प्लॉट नं. - , माळा नं. - , इमारतीचे नाव: 412, 4था मजला, 17जी वर्धमान चेंबर, कावमजी पटेल रोड, हार्तिमन मर्कल, फोर्ट, मुंबई, ज्वॉक नं. - , रोड नं. - , महाराष्ट्र, मुंबई. पॅन नंबर: AAACL1490J <i>P. R. Kankar</i>	लिहून देणार वय :- 48 स्वाधरी:-		
2	नाम: वैद्यनाथ झा - - पत्ता: - , फ्लॉट न 303, नीला अपार्टमेंट एम व्ही रोड, विने पार्ले पश्चिम, मुंबई, इंडिया, - , ईन्डा, MAHARASHTRA, MUMBAI, Non- Government. पॅन नंबर: AFCPJ2629B <i>Daiyans nani smp</i>	लिहून घेणार वय :- 48 स्वाधरी:-		
3	नाम: रीता झा - - पत्ता: - , फ्लॉट न 303, नीला अपार्टमेंट एम व्ही रोड, विने पार्ले पश्चिम, मुंबई, इंडिया, - , ईन्डा, MAHARASHTRA, MUMBAI, Non- Government. पॅन नंबर: AZGPJ3506M <i>Rita sha</i>	लिहून घेणार वय :- 45 स्वाधरी:-		

द्वितीय दस्तऐवज करून देणार तथाकथीत करारनामा चा दस्तन एवज करून दिल्याचे कबुल करतात.

शिक्का क्र.3 ची वेळ: 04 / 01 / 2019 12 : 48 : 17 PM

ओळख:-

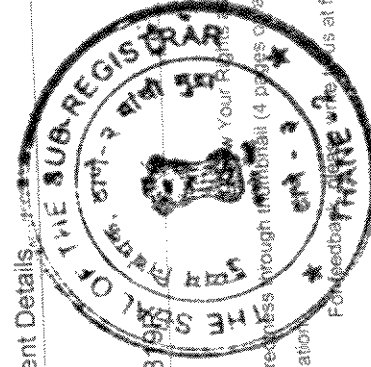
द्वितीय दस्तऐवज करून देणार तथाकथीत करून देणा-यांना व्यक्तीशः ओळखतात, व त्यांची ओळख पटविताना

अनु क्र.	पत्रकाराचे नाव व पत्ता	छायाचित्र	अपठवाचा उसा
1	नाम: शैलेश मोरे - - वय: 28 पत्ता: 412, 4था मजला, 17जी वर्धमान चेंबर, कावमजी पटेल रोड, हार्तिमन मर्कल, फोर्ट, मुंबई पिन कोड: 400001 <i>Namde</i>		
2	नाम: सुधीर फाळके - - वय: 43 पत्ता: 412, 4था मजला, 17जी वर्धमान चेंबर, कावमजी पटेल रोड, हार्तिमन मर्कल, फोर्ट, मुंबई पिन कोड: 400001 <i>Sudhir</i>		

प्रमाणित करण्यात येते कि सदर
दस्त क्र. 4 ची वेळ: 04 / 01 / 2019 12 : 48 : 57 PM
पाने आहेत.

पहिले मंजूर झालेले पत्रकार अ. प. नं.
..... A. P. N. परचे उसा

Joint Sub Registrar Thane 2



EPayment Details

Sr. Epayment Number
1. MH01019064220181998

Defacement Number
0005625564201819

दि. ०४ / ०१ / २०१९

Registrants

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