



HDFC BANK LTD.

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PART III
For the Customer
ACKNOWLEDGEMENT

Serial No. : 08737

Received From : Poonam P. Vishe

Rs : 50400+100+10

Vide P/O No. / Transfer Cheque : 701109

Drawn on : Canara Bank

or Cash towards franking of document

Signature / Stamps of Bank



Signature of Customer :

I confirm that I have checked the fine print on the bank is not liable for anything relating to the document.



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AGREEMENT FOR SALE

THIS AGREEMENT made at Mumbai this 17th day of JUNE 2005 between LODHA DEVELOPERS PVT. LTD., a Company registered and incorporated under the Indian Companies Act, 1956 and carrying on business at 216, Shah and Nahar Industrial Estate, Dr Moses Road, Worli, Mumbai-400 018, hereinafter referred to as 'THE BUILDERS/PROMOTERS' (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include all the Directors present and future Directors of the said Company and their successors, administrators, assigns) of THE ONE PART and Mr./Mrs./Miss. POONAM PUNDALIK VISHE / KUNDLIK BHIVA VISHE an Indian Inhabitant residing at ADARSH CHAWL No. 1, R. No 4, CHURCH RD, MANPADA, THANE hereinafter referred to as

'THE PURCHASER/S' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their/its heirs, executors, administrators and assign) of the OTHER PART.

WHEREAS :

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Department Kerala Mills Compound
Lower Panel Mumbai-400013
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INDIA
MP DUTY MAHARASHTRA
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abhakar Deoji Mulundkar and others, hereinafter referred to as 'THE ORIGINAL OWNERS' are absolutely seized and possessed of or otherwise well and sufficiently entitled to as owners all those piece and parcel of land or ground lying and being situate at Village Majiwade, Taluka and District Thane in the Registration Sub District of Thane, totally admeasuring 95.360 sq. mtrs. , equivalent to 1,14,000 sq. yds. or thereabouts and more particularly describe in the First Schedule hereinafter referred to as 'THE SAID PROPERTY'.

AND WHEREAS, the Original Owners individually executed irrevocable Power of Attorney and Development Agreement in favour of Mr. Mangal Prabhat Lodha, Director of the Company empowering them to carry out all developmental activities besides entering in to Agreements for the consideration and on the terms and conditions contained therein.

AND WHEREAS the Collector and Competent Authority, Thane Urban Agglomeration and 8 kilometers peripheral area to Greater Bombay (Brihan Mumbai) Agglomeration vide his declaration Orders under section 8(4) of the Urban Land (Ceiling and Regulation) Act, 1976 allowed and permitted to said Original Owners to hold the Said Property for construction of tenements on the terms and conditions therein contained

AND WHEREAS the Thane Municipal Corporation, Thane under Regulation 3 and 24 sanctioned the plans and granted Development Permission to the Builders/Promoters vide their Letter of Sanction VP No. 2003/72/TMC/TDD/3696 dated 19th December 2003 interalia in respect of the Said Property.

AND WHEREAS the Collector of Thane and Competent Authority appointed under the Maharashtra Land Revenue Code, 1966 granted non agricultural (NA) use permission for residential and commercial purpose vide Letter Revenue/K1/Table 1/ NAP/SR-174/2003 dated 25 March 2004 interalia in respect of the Said Property.

AND WHEREAS Shri Pradip Garach, Advocate has issued a Certificate of Title dated April 16th 2004, certifying the title of the said Property as clear and marketable, a copy whereof is annexed hereto and marked Annexure "A".

AND WHEREAS in pursuance of the diverse agreements and permissions under the Bombay Tenancy and Agricultural Lands Act, 1948, The Maharashtra Land Revenue Code, 1966, The Maharashtra Land (Ceiling & Regulations) Act, 1976, the Original Owners have handed over formal and vacant possession of the said Property more particularly described in the First Schedule to the Builders/Promoters with the right to deal with , develop and dispose of the same and/or of the same and/or to sell Flats/Shops and other premises constructed thereon as the Builders/Promoters deem fit .

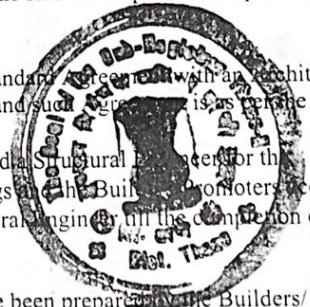
AND WHEREAS the Builders/Promoters propose to develop the Said Property sector wise and/or Phase - wise and also to construct Building/s thereon for residential, commercial and such other purpose/s as may be permissible in law;

AND WHEREAS The Builders/Promoters have named the said development/Complex "Lodha Paradise"

AND WHEREAS the Promoters have entered into an standard Agreement with an architects registered with the Council of Architecture, New Delhi and such Agreement is as per the Agreement prescribed by the Council of Architecture;

AND WHEREAS the Builders/Promoters have appointed a Structural Engineer for the preparation of the Drawings and Designs of the Buildings and the Builders/Promoters accept the professional supervision of the Architect and the Structural Engineer for all the construction of the said Building/s;

AND WHEREAS plans, designs and specifications have been prepared by the Builders/Promoters Architect and Structural Engineer as specified under the Maharashtra Ownership Flat



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(Regulation of the Promotions of Construction, Sale Management and Transfer) Act, 1963

(Herein referred to as 'THE SAID ACT') and the rules made there under.

AND WHEREAS the Purchaser/s have/have/has approached the Builders/Promoters and requested them to sell him/her/it/them the Shop/Flat No. 402 admeasuring about 783 sq.ft. ~~Super~~-built-up area on the 4th floor in D wing of building named APHRODITE in complex Lodha Paradise, being constructed on the said property.

AND WHEREAS the Builders/Promoters have handed over all the necessary documents as required to be handed over under the provisions of the Said Act free of cost to the Purchaser/s prior hereto and Purchaser/s does/do hereby confirm the same.

AND WHEREAS relying upon the various declarations contained in the Agreement, the Builders/ Promoters have agreed to sell to the Purchaser/s Flat/Shop at the Terms and conditions hereinafter appearing.

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

1) The Purchaser/s hereby agree/s to purchase from the Builders/Promoters and the Builders/ Promoters have agreed to sell to the Purchaser Shop/Flat No. 402 admeasuring about 783 sq.ft. Built-up area (including the area of the balconies, if any) on the 4th floor in D wing of building named APHRODITE in complex Lodha Paradise as shown in the floor plan hereto annexed and marked Annexure "B" at and for the price of Rs. 13,31,883/- (Rupees Thirteen lakhs thirty one thousand eight hundred and eighty three only) (Including Rs. Nil being proportionate price of the common areas and facilities appurtenant to the said premises as shown on the typical floor plan annexed hereto.) The Purchaser has paid on or before executing of this agreement a sum of Rs. 2,33,000/-.

And agrees to pay to the Builsers/Promotoers in the following manner:

1. Earnest Money	Rs. -
2. On or before execution of Agreement	Rs. - 80/-
3. On Initiation of Plinth	Rs. 2,33,080/-
4. On Initiation of 1 st Slab	Rs. 79,913/-
5. On Initiation of 2 nd Slab	Rs. 79,913/-
6. On Initiation of 3 rd Slab	Rs. 79,913/-
7. On Initiation of 4 th Slab	Rs. 79,913/-
8. On Initiation of 5 th Slab	Rs. 79,913/-
9. On Initiation of 6 th Slab	Rs. 79,913/-
10. On Initiation of 7 th Slab	Rs. 79,913/-
11. On Initiation of 8 th Slab	Rs. 79,913/-
12. On Initiation of 9 th Slab	Rs. -
13. On Initiation of 10 th Slab	Rs. -
14. On Initiation of 11 th Slab	Rs. -
15. On Initiation of 12 th Slab	Rs. -
16. On Initiation of 13 th Slab	Rs. -
17. On Initiation of 14 th Slab	Rs. -
18. On Initiation of 15 th Slab	Rs. -
19. On Initiation of Brickwork	Rs. 66
20. On Initiation of plaster	Rs. 53
21. On Initiation of external painting	Rs. 53



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22. On _____

Rs. _____/-

23. On possession

Rs. 53,275/-

2) On possession of the Said Premises being offered by the Builders/Promoters to the Purchaser/s as licensee pending execution of Deed of Conveyance or assignment in favour of registered Co-operative Society, Limited Company or Condominium of Apartments and upon execution of such Conveyance and/or Deed of Assignment, such personal license to enter upon the Said Premises in favour of the Purchaser/s shall automatically become absolute possession of the Purchaser/s. The Purchaser/s shall pay the amounts as aforesaid as also all other amounts and monies becoming due and payable as per the terms and conditions of this Agreement on their respective due dates without any delay or default as time in respect of the said payments is of the essence of the Contract. The Builders/Promoters will forward to the Purchaser/s intimation of the Builders/Promoters having carried out the aforesaid work at the address given by the Purchaser/s under this Agreement and the Purchaser/s shall be bound to pay the amount of instalments within 14 days of Builders/Promoters dispatching such intimation under Certificate of Posting at the address of the Purchaser/s as given in these presents.

3) The Purchaser/s agree/s to pay to the Builders/Promoters interest @ 18 percent per annum on the amounts which become due and payable by the Purchaser/s to the Builders/Promoters under the terms of this Agreement from the date the said amount becomes payable by the Purchaser/s to the Builders/Promoters till actual payment.

4) On the Purchaser/s committing default in payment on the due date of any amount due and payable by the Purchaser/s to the Builders/Promoters under this Agreement (including his/her/their/its proportionate share of taxes levied by the concerned Local Authorities and other outgoings) and on the Purchaser/s committing breach of any of the Terms and Conditions herein contained, the Builders/Promoters shall be entitled at their own option to terminate this Agreement; provided always that the power of termination hereinbefore contained shall not be exercised by the Builders/ Promoters unless and until the Builders/Promoters shall have given to the Purchaser/s fifteen days prior notice in writing of their breaches of Terms and Conditions in respect of which it is intended to terminate this Agreement and default shall have been made by the purchaser in remedying such breach or breaches within a reasonable prescribed time after giving of such notice; provided further that upon termination of the Agreement as aforesaid the Builders/Promoters shall refund to the Purchaser/s the instalments of sale price of the Said Premises which may till then have been paid by the Purchaser/s to the Builders/Promoters but the Builders/ Promoters shall not be liable to pay to the Purchaser/s any interest and/or compensation on the amount so refunded and upon termination of this Agreement and refund of aforesaid amount by the Builders/Promoters, the Builders/Promoters shall be at liberty to sell and/or sell the Said Premises to such person/s in any manner and at such price as they may think fit.

5) It is expressly agreed that the Purchaser/s shall be entitled to the common areas and facilities appurtenant to the Said Premises and the nature, extent and description of such common areas and facilities and percentage of undivided interest which the Purchaser/s shall be entitled to in the common areas and facilities appurtenant to the Said Premises agreed to be set out in the Second Schedule hereinunder written.



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6) It is expressly agreed that the Said Premises shall contain (save and except terrace, basement, garage, car parking space, area covered under stilt) specifications, fixtures, fittings and amenities as set out in the Third Schedule hereunder written and the Purchaser/s confirm that the Builders/Promoters shall not be liable to provide any other specifications, fixtures, fittings and amenities in the Said Premises.

7) It is expressly agreed between the Builders/Promoters and the Purchaser/s that the said premises shall be utilized for residential/commercial/shopping purposes. The Purchaser/s agree/s not to change the user of the Said Premises without prior consent in writing of the Builders/Promoters till conveyance is executed. Any unauthorized change of user by the Purchaser/s shall render this Agreement voidable and the Purchaser/s in that event shall not be entitled to any right arising out of this Agreement.

8) The Builders/Promoters shall construct the Building/Premises/Shops/Flats on the Said Property in accordance with the plans, designs and specifications approved by the Concerned Authorities. Builders/Promoters shall be entitled to make such variation/s and modification/s as the Builders/Promoters may consider necessary and/or as may be required by the Concerned Authorities/Government.

9) The Purchaser/s has/ have prior to the execution of this Agreement satisfied himself/herself/themselves with the Title of the Builders/Promoters to the Said Property and he/she/they shall not be entitled to investigate the Title of the Builders/Promoters and no requisitions or objections whatsoever shall be raised or made on any matter relating thereto.

10) The Builders/Promoters have informed the Purchaser/s and the Purchaser/s is/are aware that the Builders/Promoters may develop the said property alongwith other adjacent property or properties as an integrated development of larger complex and the Purchaser/s doth hereby declare/s and confirm/s and covenant/s with the Builders/Promoters as under:

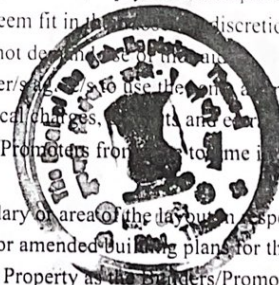
i. The Builders/Promoters shall be entitled to grant any Right of Way or licence of any right through, over or under the Said Property to any person or party including occupant, purchaser or person entitled to any area or areas in any Building(s) which may be constructed by the Builders/Promoters on the Said Property or any other adjoining property or properties to the Said Property or to any other person as the Builders/Promoters may desire or deem fit.

ii. The Builders/Promoters will be entitled to utilise the recreation ground area for the purpose of construction of structure or structures as may be permissible in law and utilise and construct any Recreation Centre restricting the rights of use, enjoyment, occupation etc. thereto as the Builders/Promoters may desire or deem fit in the exercise of their discretion and the Purchaser/s shall not be entitled to and shall not demand or require the said Recreation Centre as the case may be and the Purchaser/s shall be entitled to use the said Recreation Centre as the case may be and the Purchaser/s shall be liable to pay the fee and consideration of such amount or amounts including periodical charges, its and its share fee and consideration as may be fixed by the Builders/Promoters from time to time in that behalf.

iii. The promoters shall be entitled to revise the boundary or area of the layout in respect of the Said Property and to submit any revised layout or amended building plans for the purpose of revision of the layout in respect of the Said Property as the Builders/Promoters

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may desire or deem fit from time to time.

- iv. The Builders/Promoters will be entitled to amalgamate or sub-divide the Said Property along with any other adjoining property or properties as the Builders/Promoters may desire or deem fit in their absolute discretion.
- v. The Builders/Promoters will be entitled to transfer any development rights from any other property or properties on the Said Property and construct any further or other building or buildings or floor or floors or wing or wings or annexe structures adjoining the Said Building or Buildings on the Said Property and the Purchaser/s shall not object or dispute the same.
- vi. The Builders/Promoters shall be entitled to take benefit of any approval of development rights which may become available with respect to the Said Property to any other property or properties either adjoining the Said Property or otherwise as may be permissible in law and the Purchaser/s shall neither claim any right thereto nor object or dispute the same in any manner whatsoever.
- vii. The Builders/Promoters will be entitled to form society or Societies either wing-wise or building-wise or otherwise as the Builders/Promoters may desire or deem fit in respect of the Said Building or Buildings on the Said Property and the Purchaser/s shall not be entitled to claim or coerce the Builders/Promoters to form any Co-operative Society in respect of specific building(s).
- viii. The Builders/Promoters shall have the option either to convey the Said Property to any one Co-operative Society or Limited Company or Condominium of Apartments or to form separate and/or independent Society, Limited Company or Condominium of Apartments on building-wise or wing-wise basis or otherwise as the Builders/Promoters may desire or deem fit.
- ix. The Builders/Promoters will be entitled if they so desire in subjecting the Said Property or part/s thereof to the provisions of the Maharashtra Apartment Ownership Act, 1970 and the Purchaser/s shall not object or dispute the same.
- x. The Provisions of this Clause shall apply to the rights and obligations of the Parties hereto notwithstanding what has been provided for elsewhere in this Agreement.
- xi. It is agreed between the Parties that the right of the Purchaser/s shall be restricted only to the Premises agreed to be purchased and acquired by the Purchaser/s and the Purchaser/s shall have no right to any open space or any area or areas outside the Building in which the Purchaser/s has agreed to acquire the Premises and the same shall continue to belong to the Builders/Promoters and the Builders/Promoters shall be entitled to grant any Lease or Right of Way or licence or sell the same as the Builders/Promoters may desire or deem fit from time to time.
- xii. It is repeated for the sake of clarity that the right of the Builders/Promoters to revise the layout and redevelop any portion(s) of the Said Property shall not be restricted in any manner on account of the execution of this Agreement in favour of the Purchaser/s herein and all such rights are reserved unto the Builders/Promoters and no such restriction in any manner whatsoever.
- xiii. Notwithstanding what is contained herein to the contrary, the Purchaser/s hereby irrevocably authorise the Builders/Promoters to submit and to be responsible for the purpose of making any amendment, change or modification in the Building Plans in respect of the Said Building in which the Purchaser/s has/have agreed to purchase the Said Premises as provided in the Maharashtra Ownership of Flats Act, 1963 as the

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Purchaser/s is aware that is the Builders/Promoters have balance Floor Space Index (FSI) and/or development rights in respect of the Said Property and/or the Builders/Promoters may become entitled to any additional development rights or FSI in future or may bring in any transfer of development rights (TDR) from any other property and/or adjoining property or properties and the Builders/Promoters intend to construct either additional floor or floors, annexe structures or additional wings to the Said Building and the Purchaser/s has/have no objection or dispute regarding the same in any manner whatsoever.

11) The Purchaser/s hereby confirm/s that the Building plans in respect of the construction of the Said Proposed Building may be subject to amendment or modification with a view to changing or modifying user, area, dimension, floor size and design of the Said Building by the Builders/Promoters and the Purchaser/s doth/do hereby irrevocably authorise/s the Builders/Promoters to make any such modifications. Substitutions of the building plans in respect of the Said Building and Authority contained herein is the Authority within the meaning of Section 7 of the Maharashtra Ownership Flats Act, 1963 and the same shall not be revoked or cancelled or challenged or ever disputed by the Purchaser/s hereafter in any manner whatsoever.

12) The Purchaser/s declare/s and confirm/s that he/she/they/it are aware that the Building in which the Said Premises situate may be interconnected building along with other building/s under the development of to be developed by the Builders/Promoters and the total area under development by the Builders/Promoters have nothing to do with the ground area and the same are not in proportion to each other and the Purchaser/s shall not be entitled to claim any further or other right to the area other than the ground area and the plinth area and/or the land married to the plinth area.

13) The Purchaser/s do hereby further declare and confirm that he/she/they/it shall have no right, title, interest, claim or demand to the other interconnected or adjacent building or buildings to the Said Building in question and shall not object or dispute the right of the Builders/Promoters to rest, connect or support adjoining wing or wings of the other building or buildings as may be amended or modified time to time by the Said Builders/Promoters or their nominees with the Said Building and the right of the Purchaser/s is restricted to the Said Premises as set out herein.

14) The Purchaser/s hereby expressly consent to the Builders'/Promoters' re-designing any Building or Buildings or the recreation area or internal roads and passages and such other area or areas in the Said Property which the Builders/Promoters may desire to re-design and if the Building in which the Purchaser/s has agreed to acquire the Premises is completed earlier than other Wings/Buildings in the Said Property, then the Purchaser/s hereby confirm/s that the Builders'/Promoters' will be entitled to utilise any FSI which may be available on the Said Property or any part thereof or any adjoining property or properties as the case may be and the entire Building as set out therein is completed and the FSI available on the Said Property is duly utilised by the Builders'/Promoters' and the amount/s receivable by the Builders'/Promoters and all the obligations required to be performed or fulfilled by the Purchaser/s to form any Co-operative Society, Limited Company or Condominium of apartment owners as the case may be and no objection whatsoever in that behalf shall be taken by the Purchaser/s.

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15) The Builders/Promoters shall give possession of the Said Premises to the Purchaser on or before JUNE 2006. If the Builders/Promoters fail to give possession of the Said Premises to the Purchaser/s on account of reason being beyond their control such as:

- i) Non-availability of Steel, Cement, any Building Materials, water or electric supply.
- ii) War, Civil commotion or act of God.
- iii) Any Notice, Order, Rule and/or Notification of the Government and/or other Public or Competent Authority restraining or affecting further progress in the construction activity.
- iv) Delay in granting Occupation Certificate and/or Completion Certificate from the concerned Municipal and/or Government Authority.
- v) Earthquake, flood or natural calamities of any kind.

the Builders/Promoters will be entitled to extension upto six months for giving possession. If the Builders/Promoters are unable to give possession of the Said Premises during the extended period, then the Builders/Promoters shall be liable on demand to refund to the Purchaser/s the amounts already received by them in respect of the Said Premises with simple interest at nine per cent per annum from the date the Builders/Promoters received the sum till the date the amount/s and interest thereon is repaid. Till the entire amount and interest is refunded by the Builders/Promoters to the Purchasers, they shall be subject to prior encumbrances, if any, be charged on the Said Property as well as the Said Premises. It is agreed that upon refund of the said amount together with interest as stated hereinbefore the Purchaser/s shall have no right, title, interest, claim, demand or dispute of any nature whatsoever either against the Builders/Promoters or against the Said Premises or against the Said Property in any manner whatsoever and the Promoters shall be entitled to deal with or dispose of the Said Premises to any person as the Builders/Promoters may desire at their absolute discretion.

16) The Purchaser/s shall take possession of the Said Premises within fifteen days of the Builders/Promoters giving written notice to the Purchaser/s intimating that the Said Premises are ready for use and occupation. Provided that, if within a period of twelve months from the date of the notice mentioned hereinabove, the Purchaser/s bring/s to the notice of the Builders/Promoters any defect in the Said Premises or in the Buildings in which the Said Premises are situated or the materials used therein, wherever possible, such defects shall be rectified by the Builders/Promoters at their own costs and expenses. In case, it is not possible to rectify such defects then the Purchaser/s and/or the Society of the Purchaser/s, as the case may be, shall be entitled to receive from the Builders/Promoters reasonable compensation for such defect/s subject to verification and certification by the Architect under whose supervision the said Building has been constructed.

17) Commencing a week after written notice of the Said Premises being ready for use and occupation is given by Builders/Promoters to the Purchaser/s in respect of which possession is taken or not, the Purchaser/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the sale area of the Said Premises) of outgoings as described in the Fourth Schedule hereunder, until the Society/Limited Company/Condominium is formed. The Purchaser/s shall pay to the Builders/Promoters such proportionate share of outgoings as may be determined. The Purchaser/s further agree/s that till the Purchaser/s share is determined, the Purchaser/s shall pay

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to the Builders/Promoters provisional contribution of @ of Rs. 1.50/ — per sq. ft. of sale area per month towards the outgoings and shall keep deposited with the Builders/Promoters twelve months advance of such contribution prior to taking possession of the Said Premises. The amount so paid by the Purchaser/s to the Builders/Promoters shall not carry any interest and remain with Builders/Promoters until conveyance is executed. On conveyance being executed, the balance of the aforesaid amounts (after deductions provided for in this Agreement), if any, shall be paid by the Builders/Promoters to such Society or Limited Company or Condominium as the case may be. Notwithstanding the said advance deposit as contribution, the Purchaser/s undertake/s to pay to the Builders/Promoters such proportionate share or outgoings regularly on the 5th day of each and every month in advance and shall not withhold the same for any reason whatsoever. If the Purchaser/s commits delay in making payments of the said contribution for period of three months, the Builders/Promoters shall give seven days notice to the Purchaser/s calling upon him/her/it/them to pay the said arrears and in default thereof the Builders/Promoters shall be entitled to delete and/or remove the Purchaser/s name from membership of the proposed Society or Limited Company or Condominium, as the case may be.

18) The Builders /Promoters shall at the time of delivery of possession of and/or personal licence to use the Said Premises, whichever is earlier, pay to the Promoters/Builders the following amounts:

Society Charges

- (i) Rs. 2500 for formation of and registration of the Society or Limited Company or Condominium of Apartments
- (ii) Rs. 350 for share money, application entrance fee of the Society or Limited Company or Condominium of Apartments
- (iii) Rs. 14,094 / - towards provisional outgoings of Municipal taxes, water bills, common electric bills, maintenance charges and other society expenses (calculated at Rs. 1.50/ — per sq. ft. of sale area per month, 12 month deposit)

Other Charges

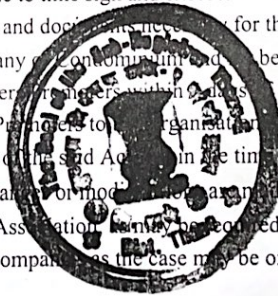
- (i) Rs. 3500 for legal charges
- (ii) Rs. 19,575 / - @ Rs. 25 per sq. ft. of sale area towards infrastructure development
- (iii) Rs. 25,000 / - towards Electric Meter, Transformer, Cabling, Water Connection & Pipe laying charges
- (iv) Rs. 6,000 / - towards 12 month club membership fees

19) The Purchaser/s along with other Purchaser/s of the Premises in the Building shall join in formation and Registration of a Co-operative Society or a Limited Company or Condominium of apartment owners and for that purpose also from time to time sign and execute the application for registration and/or membership and other papers and documents needed for the formation and registration of the Society or the Limited Company or Condominium and becoming a member and duly fill in, sign and return to the Builders/Promoters within 2 weeks of the required documents/papers being forwarded by the Builders/Promoters to the Registrar of the Purchaser/s of such Premises under relevant Section of the said Act in the time limit. No objection shall be raised by the Purchaser/s if any change or modification is made in the draft Bye laws or in the Memorandum and/or Articles of Association, which may be required by the Registrar of Co-operative Societies or Registrar of Companies as the case may be or any other Competent Authority.

The Builders/Promoters shall utilise the sum of Rs. 6000/- (the same amount as mentioned in

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Clause 18 item (i) of Society Charges and item (i) of Other Charges) paid by the Purchaser/s to the Builders/Promoters for meeting legal costs, charges and expenses, including professional costs of the Attorney at Law/Advocates of the Builders/Promoters in connection with formation of the Said Society or Limited Company or Condominium as the case may be, preparing its Rules, Regulations and Bye-Laws and the cost of preparing and engrossing this Agreement and the Conveyance.

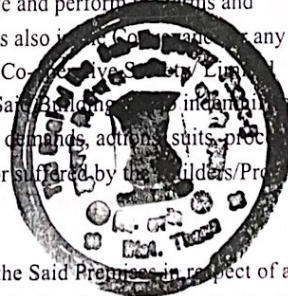
20) The name of the Co-operative Society or Limited Company or Condominium to be formed shall include the name of the said Building, if so permitted by the Registrar of Co-operative Societies/Other Authorities and this name shall not be changed without the written permission of the Builders/Promoters.

21) The Society or Limited Company or Condominium formed as described hereinabove would in turn become a member of Organization of Societies or Limited Companies or Condominiums named 'Lodha Paradise Federation' (or any other name that may be decided by the Builder/Promoter) (hereinafter referred to as the Said Federation) to take care of administration, management and maintenance of all common facilities and amenities such as internal roads, Swimming Pool, Place of Worship, Recreational Centre, Meditation Hall, Auditorium, Water Treatment Plant, Garden(s) etc. The Purchaser/s will not have any right of option, either not to use the amenities/facilities as aforesaid, or not to pay for the cost thereof. It will be the responsibility of the individual Societies or Companies or Condominiums to pay the proportionate cost of maintenance which is now estimated at Rs. 0.50 per sq. ft. (of sale area) per month from the monthly outgoings collected from members and deposit the same with the Said Federation by the 5th of each month, starting from the date of formation of the Society or Limited Company or Condominium. The Said Charges may increase over time and the same shall be decided by the members of Said Federation. Dues of the Said Federation shall have Second Charge, after Statutory and Government dues, on the amounts collected by the individual Societies or Limited Companies or Condominiums.

22) The Builders/Promoters shall maintain a separate account in respect of sums received by the Builders/Promoters from the Purchaser/s as advance or deposit, as mentioned in 'Society Charges' described in Clause 18 hereinabove and shall utilise the amounts only towards the purpose for which they have been received.

23) The Purchaser/s hereby covenants with the Builders/ Promoters to pay all amount liable to be paid by the Purchaser/s under this Agreement and to observe and perform the terms and conditions and the covenants contained in this Agreement as also in the Company or any other deeds and written assurance to be executed in favour of the Co-operative Society/Limited Company/ Association in respect of the Said Land and the Said Building and keep indemnified and keep indemnified the Builders/Promoters against all claims, demands, actions, suits, proceedings and cost, charges and expenses that may be made incurred or suffered by the Builders/Promoters in respect thereof.

24) The Builders/Promoters have a First lien and charge on the Said Premises in respect of all amounts with interest (if any) remaining due and payable by the Purchaser/s to the Builders/Promoters under the Terms and Conditions of this Agreement.



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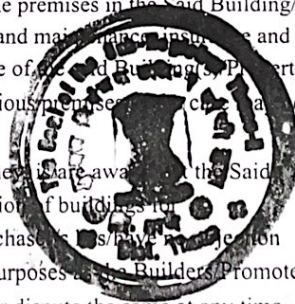
25) The Purchaser/s had hereby given his/her/their/its express consent to the Builders/Promoters to create a mortgage of the Said Property in favour of Bank or Financial Institutions. This consent shall be deemed to have been given under the provisions of Section 9 of the Maharashtra Ownership of Flat Act, 1963. This consent is given on the express understanding that the mortgages shall be cleared by the Builders/Promoters at their own expenses before the premises are handed over to the Purchaser/s.

26) The Builders/Promoters shall be at liberty to sell, assign, mortgage, or otherwise deal with or dispose of its right, title and interest in the Said Property and premises and the Said Building (s) constructed and hereafter to be constructed thereon provided that at the time of handing over possession, the right of the Purchaser/s in respect of the Said Premises shall not be in any manner prejudicially affected or encumbered

27) If any permission is required to be obtained under or any compliance is to be effected under the Urban Land (Ceiling and Regulations) Act, 1976, and/or of the Bombay Tenancy and Agricultural Lands Act, 1948, and/or any other Central or State Legislation and/or any rules framed thereunder, the same shall be complied with by the Purchaser/s and/or the Association or duly constituted Body of the Purchaser/s in consultation and in Co-operation with the Builders/Promoters and all costs, expenses if any, that may have to be incurred in connection therewith shall be borne and paid by the Purchaser/s only.

28) The Purchaser/s hereby agree/s that in the event of any amount by way of premium or security or any charges becoming payable to the Municipal Corporation of Thane, State Government or the M.S.E.B. or betterment charges or development tax or security deposit or charges for the purpose of giving water connection, drainage connection and electricity connection or any other taxes or payment of similar nature becoming payable by the Builders/Promoters, the same shall be paid by the same shall be paid by the Purchaser/s to the Builders/Promoters in proportion to the sale area of the Said Premises and in determining such amount, the discretion of the Builders/Promoters shall be conclusive and binding upon the Purchaser/s. It is agreed that the betterment charges referred to hereinabove shall mean and include pro-rata charges which the Purchaser/s may be called upon to pay to the Builders/Promoters in respect of the installation of water line, water mains, sewerage lines, sewerage mains, electric cables, electric sub-station (if any) making and maintaining of internal roads and access to the Said Property, drainage layout and all other facilities including cost of providing for any transport facilities to the Purchaser/s of the premises in the Said Building/s and acquiring or having any bus(es) or vehicle(s) in that behalf and maintenance and replacement of such bus(es) from time to time till the charge of the Said Building/s Property is handed over to the Organization of all Purchasers of the various premises in the said area.

29) The Purchaser/s doth/do hereby confirm that he/she/it/they are aware of the Said Property is being developed for the purpose of the construction of buildings for residential/commercial and non-residential user and the Purchaser/s have no objection regarding the use of the Said Property for such purpose or purposes as the Builders/Promoters may allow or permit and the Purchaser/s shall not object to or dispute the same at any time hereinafter in any manner whatsoever.



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30) Advocates and Solicitors of the Builders/Promoters shall prepare, and/or approve as the case may be the Draft Deed of Conveyance and all other documents to be executed in pursuance of this Agreement. All costs, charges and all other relevant expenses, in connection with the preparation and execution of the Conveyance Deed and other documents shall be borne, shared and paid by all the Purchaser/s of premises of the Said Building in proportion to the respective sale area of the premises allotted to them and/or by the Society or Limited Company or Condominium that may have been formed.

31) Subject to the provision contained in Clause 31 hereof after the building is completed and ready and fit for occupation and after the Society or Limited Company or Condominium is incorporated and all Premises in the Said Building shall have been sold and disposed of by the Builders/Promoters and after the Builders/Promoters have received all dues payable to them by all the Purchaser/s, the Builders/Promoters shall in accordance with the provisions of the Maharashtra Ownership of Flat Act, 1963, execute a proper Deed of Conveyance or any other suitable document of transfer in favour of such Society or Limited Company or Condominium as herein provided the Said Property.

32) The Purchaser/s shall neither at any time demolish or cause to be demolished the Said Premises or any part thereof agreed to be purchased by him/her/it/them nor will he/she/it/they at any time make or cause to be made any additions or alterations of whatsoever nature to the Said Premises or part thereof. The Purchaser/s is/are not permitted to make any alterations in the elevation and outside colour scheme of the said premises agreed to be purchased by him/her/it/them.

33) After the possession of the Said Premises is handed over to the Purchaser/s, if any additions or alterations in or about or relating to the Said Building are thereafter required to be carried out by the Purchaser/s in co-operation with the Purchaser/s of the other Premises in the Said Building, the same shall be at their own cost, and the Builders/ Promoters shall not be in any manner liable for the same.

34) It is also understood and agreed by and between the Parties hereto that the terrace space in front of or adjacent to the Terrace Flats in the Said Building, if any, shall belong exclusively to the respective Purchaser/s of the terrace flats and such terrace spaces are intended for the exclusive use and occupation of the respective terrace flats Purchaser/s. The said terrace shall not be enclosed by the Terrace Flat Purchaser/s till the permission in writing is obtained from the concerned Local Authorities and the Builders/Promoters or the Society/Limited Company/Condominium, as the case may be.

35) The Stamp Duty and Registration Charges incidental to this Agreement shall be borne and paid by the Purchaser/s. The Purchaser/s shall present this Agreement at the Cooper Registration Office for registration within the time limit of 4 months prescribed by the Registration Act and the Builders/Promoters on written intimation by the Purchaser/s will attend such Office and admit execution thereof. At the option of the Builders/Promoters, if the Builders/Promoters execute or cause to be executed by the Original Owners, Conveyance or Assignment in respect of area larger than the concerned Building(s) or land married to such Building(s) in favour of any such



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Co-operative Housing/Premises Society or Limited Company or Condominium of Apartments or body or association of all prospective purchasers of flats/shops/premises in Such Building(s), then in that event the Purchaser/s shall cause such Co-operative Housing/Premises Society or Limited Company or Condominium of Apartments or body or association of all prospective purchasers of flats/shops/premises in Such Building(s) to execute simultaneously on the execution of such Conveyance or Assignment in their favour, Lease/Sub Lease in favour of the Builders/Promoters in respect of such portion or portions as the Builders/Promoters may desire with the right to assign and/or transfer the same without any rent or compensation or charges etc.

36) All communications made with the Purchaser/s as contemplated under this Agreement shall be deemed to have been duly served if posted to the Purchaser/s under Certificate of Posting by Registered A.D. at:

ADARSH CHAWL No.1, R.No.4,
CHURCH RD, MANPADA, THANE.

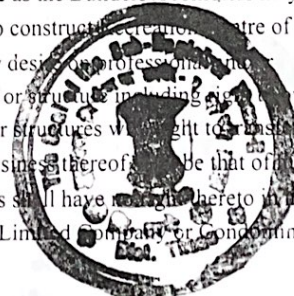
37) Nothing contained in these presents shall be construed to confer upon the Purchaser/s any right, title or interest of any kind whatsoever into or over the Said Property and the Said Premises or part thereof. Such conferments to take place only upon the execution of the Conveyance/Assignment in favour of a Limited Company or a Co-operative Housing/Premises Society or Condominium of Apartments or an incorporated body to be formed of the Purchaser/s of all premises in the building as herein stated.

38) The Purchasers shall have no claim save and except in respect of the Said Premises, common areas and facilities and limited common areas and facilities hereby agreed to be acquired. All other areas including terraces etc. will remain the property of the Builders/Promoters until the whole of the Said Property is transferred to one or more Co-operative Societies or Limited Company or Condominium of Apartments as herein contemplated subject to the rights of the Builders/Promoters as contained in this Agreement

39) Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Builders /Promoters and the Purchaser/s that the Builders /Promoters shall be entitled to utilise and enjoy either personally or through any nominee/s all area or areas forming part of the Said Property as may be available from time to time, including areas reserved for Public Utilities including Recreational Facilities etc. by utilising the same as the Builders /Promoters may deem fit and the Builders /Promoters will be entitled inter alia to construct, create, maintain, use, operate, own, manage, run and conduct such area or areas or structure or structures with right to transfer or assign benefit therefrom including from the day to day business thereof. It shall be that of the Builders /Promoters along exclusively and the Purchaser/s shall have no right here to in his individual capacity or through any Co-operative Society, Limited Company or Condominium of Apartments as the case may be.

40) The Purchaser/s shall at no time demand partition of his/her/its their interest in the Said

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Building and /or Said Property. It is being hereby agreed and declared by the Purchaser/s that his/her/its/their interest in the Said Premises is impartible.

41) The Builders/Promoters shall always have the right to get the benefit of additional FSI for the construction from the Thane Municipal Corporation and also to make the additions, alterations, or to raise storeys or put up additional structures as may be permitted by the Thane Municipal Corporation and other Competent Authorities. Such additions, alterations and structures shall wholly belong to the Builders/Promoters and they will become entitled to dispose of the same in away they choose and the Purchaser/s hereby consent/s to the same. The Builders/Promoters and/or its/their nominees or assignees shall be entitled to display advertisements or hoarding in any portion of the compound or terraces comprised in the Said Property including the compound walls and/or parapet walls and they shall be exclusively entitled to the income that may be earned by display of such advertisements or hoardings at all times hereafter. The Purchaser/s shall not be entitled to raise any objection or claim any abatement in the price of the premises agreed to be acquired by him/her/it/them and or claim any compensation or damage on the ground of inconvenience or any other ground whatsoever from the Builders/Promoters. . The Purchaser/s and/or his/her/its/their nominees or assignees shall not at any point of time part with possession of any part of the building including the terrace, compound or any part thereof, walls and parapets to any third party/parties in the Said Building. The Agreement with the Purchaser/s and all the Purchaser/s of such Premises in the Said Building shall be subject to the aforesaid rights of the Builders/Promoters or its nominee/s or assignee/s and the Purchaser/s shall not be entitled to raise any objection or to any abatement in the price of the Said Premises or other Premises agreed to be acquired by him/her/ it/them and/or any compensations or damage on the ground of inconvenience or any other ground whatsoever. It is hereby agreed that the Builders/Promoters shall be entitled either to nominate any other person to obtain the benefits of the rights and interest conferred by this Clause or to assign such benefits, rights and interest in favour of any other person. Such nominee or assignee shall be admitted as member/s of the Society or the Limited Company or the Condominium to be formed in pursuance of the provisions, herein contained, provided further that neither the Purchaser/s of the Said Premises/Limited Company/Condominium formed by them shall lead to prefer any claim to the Builders/Promoters and/or it's nominees or assignees any amount by way of maintenance or otherwise irrespective of the rights and benefits conferred upon them by this Clause.

42) The Purchaser/s hereby expressly agree/s and covenant/s with the Builders/Promoters that in the event of all the Wings of the Said Proposed Building/s on the Said Property being not ready for occupation simultaneously and in the event of the Builders/Promoters offering licence to enter upon the Said Premises to the Purchaser/s or handing over possession of the Said Premises simultaneously on execution of Conveyance/Assignment in respect of the Said Premises on the Said Property earlier than the completion of all Wings and all the Buildings on the Said Property then and in that event the Purchaser/s has/have no objection to the Builders/Promoters completing the construction of the balance Wings or Building on the Said Property without any objection or interference by the Purchaser/s. The Purchaser/s further agree/s that he/she/it/they shall not object or dispute construction of the balance building(s) or Wing(s) or part(s) thereof by the Builders/Promoters on the ground of nuisance, annoyance or any other ground or reason whatsoever and the Builders/Promoters shall be entitled to either transfer or through any nominees to construct and complete the Said Wing(s) or Building(s) on the Said Property as they



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may desire in their absolute discretion without any interference or dispute or objection by the Purchaser/s of whatsoever nature.

43) The Purchaser/s himself/herself/itself/themselves with intention to bring all persons into whose hands the Said Premises may come, doth hereby covenant with Builders/Promoters as follows:-

a) To maintain the Said Premises at the Purchaser/s' own costs, in good and tenable condition from the date of receipt of written notice from the Builders/Promoters of the Said Premises being ready for use, and shall not do or suffer to be done any damage to the staircase or any passage which may be against rules, regulation or Bye-Laws of concerned local or any other authority or change/alter, to make addition in or to the building in which the Said Premises is situated and the Said Premises itself or any part thereof.

b) Not to store in the Said Premises any goods which are hazardous, combustible or dangerous or are so heavy as to damage the construction or structure of the building in which the Said Premises are situated or storage of which goods are objected to by the Society or the Limited Company or the Condominium or the Concerned Local or other Authority and shall not carry or cause to be carried heavy packages to upper floors which may damage the staircases, common passage or any other structure of the building in which the Said Premises are situated, including entrance of the building in which the Said Premises are situated and in case any damage is caused to the building due to the negligence of the Purchaser or his servants, the Purchaser/s undertake/s to compensate the Builders/Promoters adequately.

c) To carry out at his/her/its/their own costs all internal repairs to the Said Premises and maintain the Said Premises in the same condition, state and order in which it was delivered by the Builders/Promoters to the Purchaser/s and shall not do or suffer to be done any damage any time in or to the building in which the Said Premises are situated and which may be against the provisions of the Rules and Regulations of the concerned Local Authority or other Public Authority, the Purchaser/s shall be responsible and liable for the consequences thereof to the concerned Local Authority and or other Public Authority.

d) Not to demolish or cause to be demolished the Said Premises or any part thereof not to make at any time or cause to be made any addition or alteration of whatsoever nature in or to the Said Premises or any part thereof, not to make any alteration in the elevation and outside colour scheme of the building in which the Said Premises are situated and to keep the portion, sewerage, drains, pipes in the Said Premises or in the Building and appurtenances thereto in good, tenable condition and in particular so as to support, shelter and protect the other parts of the building in which the Said Premises are situated and not to chisel or in any manner damage the columns, beams, walls, slabs or RCC part/s or other structural member/s in the Said Premises without the prior written permission of the Builders/Promoters and/or the Society or the Limited Company or the Condominium.

e) Not to affix any grill(s), fixture(s), pot(s), plant(s) or any other object(s) whatsoever, outside the window(s) and/or main door of the Said Premises other than what has been provided by the Builders/Promoters at the time of possession of the Said Premises.

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f) Not to do or permit to be done any act or thing which may render void, voidable any insurance of the Said Property and the Building in which the Said Premises are situated or any part thereof or whereby any increase in premium shall become payable in respect of the insurance of the Building.

g) Not to throw dirt, rubbish, rags, garbage, or other refuse or permit the same to be thrown from the Said Premises in the compound or any portion of the Said Property or the Building in which the Said Premises are situated.

h) Pay to the Builders/Promoters within 15 days of demand by the Builders/Promoters his/her/its/their share of Security Deposit demanded by the concerned Local Authority or Government giving water, electricity or any other Services/Connection to the Building in which the Said Premises are situated.

i) To bear and pay increases in local taxes, water charges, insurances and such other levies, if any which are imposed by the concerned local authority on account of change of user of the Said Premises by the Purchaser/s viz. user for any purpose other than for residential purpose or from commercial to residence.

j) Not to store/keep/park any vehicle(s) or means of transport in the Said Property, without express written permission from the Builders/Promoters conferring the right to store/keep/park vehicle(s) and/or means of transport.

k) The Purchaser/s shall not let, sub-let, transfer, assign or part with the Purchaser/s interest or benefit factor of this Agreement or part with the possession of the Said Premises until all the dues and deposits mentioned in paragraphs 3 and 18 hereinabove payable by the Purchaser/s to the Builders/Promoters under this Agreement are fully paid and only if the Purchaser/s had not been disqualified of breach of non-observance and/or non performance of any of the terms and conditions of this Agreement and until the Purchaser/s has/have intimated in writing to the Builders/Promoters.

l) The Purchaser/s shall observe and perform all the Rules and Regulations which Society or the Limited Company or Condominium may adopt at its inception and the additions or amendments thereof that may be made from time to time for protection and maintenance of the Said Building and the Said Premises therein for the observance and performance of the Building Rules, Regulations and Bye-Laws for the time being of the concerned Local Authority and of Government and other public bodies. The Purchaser/s shall also observe all the Rules and Regulations as laid down by the Society/Limited Company regarding the occupation and use of the Said Premises in the building and shall pay and contribute regularly and actually to the taxes, expenses or other outstandings or maintenance charges in accordance with the terms of this Agreement.

m) Till a conveyance is executed of Building in which the Said Premises are situated, the Purchaser/s shall permit the Builders/ Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the said Premises or any part thereof to view and examine the state and condition thereof.





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44) In the event of the Society or Limited Company or Condominium being formed and registered before the sale and disposal by the Builders/Promoters or all their Premises in the Said Building the, Power or Authority of the Society or Limited Company so formed of the Purchasers in the Said Building, shall be subject to the overall control and management of the Builders/Promoters in respect of any of the matters concerning the Said Building. The construction and completion thereof all amenities appertaining to the same and in particular the Builders/Promoters shall have all power, full control and absolute authority as regards the unsold Flats/Shops and disposal thereof and the consideration thereof.

45) It is agreed that in case the Builders/Promoters have not been able to sell all the Flats/Shops after the Building is ready for occupation and if the Builders/Promoters help the Purchaser/s and other Purchaser/s of such premises to form a Co-operative Society or a Limited Company or a Condominium, the Builders/Promoters shall not be liable to pay maintenance charges or any other expenses for the vacant flats to the Society or Limited Company or Condominium of Flats Purchaser/s.

46) PROVIDED AND ALWAYS the Purchaser/s hereby agree/s and confirm/s that in the event of the Said Organization being formed earlier than the Builders/Promoters disposing all the Premises in the Said Building/s on the Said Property then and in that event any allottee or Purchaser/s of premises shall be admitted to the Society/Limited Company/Condominium on being called upon by the Builders/Promoters without payment of any premium or additional charges save and except Rs. 350 for Share Money & entrance fee and such Allottee/s, Purchaser/s or Transferee/s shall not be discriminated or treated prejudicially by such Society/Limited Company/Condominium as the case may be.

47) Any delay tolerated or indulgence shown by the Builders/Promoters in enforcing the Terms of this Agreement or any forbearance or giving of time to the Purchaser/s by the Builders/Promoters shall not be construed as a waiver on the part of the Builders/Promoters of any breach or non-compliance of any of the Terms and Conditions of this Agreement by the Purchaser/s nor shall the same in any manner prejudice the rights of the Builders/ Promoters.

48) PROVIDED AND ALWAYS that is any dispute, difference or question at any time hereafter arises between the Parties hereto or their respective representatives in respect of the meaning and interpretation of these presents or concerning anything herein contained or arising out of these presents as to the rights, liabilities or the duties of the Parties hereto, the same shall be referred to arbitration. The provisions of the Indian Arbitration Act shall apply to such reference.

49) This Agreement shall always be subject to the provisions contained in the Maharashtra Ownership Flats Act, 1963 and the Maharashtra Ownership Flat Rules, 1964 and any other provisions of the law applicable thereto.

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

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All that piece or parcel of land admeasuring approximately 95,360 Sq. Meters standing be thereon situated lying and being at Village Majiwade, Taluka & District Thane is as below :-

First Schedule

Sr. No.	Survey No.	Hissa No.	Area H. R.	Name of the Original Owner
1	85	9	0-09-6	Dawood Abdul Shaikh , Kasam Abdul Shaikh, Hajara
2	8	8	0-02-3	Dawood Shaikh, Iqbal Dawood Shaikh Flori Grosi Bhutelo, Thelma William Gomes, Jermi Gracy Bhutelo, Nataliya Peter Demelo, Clairra Tangachan Mathai, Stela Joseph D'souza, Rosy Paskal D'souza, Daris Bernat D'souza
	9	13	0-03-3	----
	85	11 part	0-34-9	----
3	3	6	0-03-3	Benzamin Philip D'souza, Haren Philip D'souza, Miechal Philip D'souza, Sila Hawaji Patel, Francis Mingel D'souza
4	11 part		0-57-0	P. N. Tare, Yashwant Bhaurao Nadgaonkar, Balkrishna Bhaurao Nadgaonkar, Rakhambai Harishchandra Sarangkar, Supriya Govind Bombe, Narayan Ganpat Tare
5	85	10	0-14-0	P. N. Tare, Yashwant Bhaurao Nadgaonkar, Balkrishna Bhaurao Nadgaonkar, Rakhambai Harishchandra Sarangkar, Supriya Govind Bombe, Narayan Ganpat Tare
	85	12	0-03-0	-----/-----
6	85	8	0-04-0	Laxmibai Vaman Tare, Anant Vaman Tare . Sanjay Vaman Tare, Ranjani Madhukar Vaiti, Shashikala Prabhakar Thanekar , Savitribai Shantaram Gudade
7	6	7	0-09-9	Baliram Atmaram Bhoir, Devkibai Krishna Bhoir, Kishor Babu Bhoir , Housa Babu Bhoir, Anjali Janardan Mukadam
	21	1	0-61-2	-----/-----
8	9	9	0-07-6	Anusaya Hiranam Wade, Thamabai Dayanand Bhoir, Anusaya Yashwant Bhoir, Chandrakant Yashwant Bhoir, Prakash Yashwant Bhoir, Nanda Suresh Gaikwad, Lata Kishor Bhoir
	9	11	0-05-8	-----/-----
	9	14	0-01-3	-----/-----
9	9	3	0-07-6	Manik Aditwar Patil, Keshav Aditwar Patil, Janardan Aditwar Patil
	9	5	0-06-6	-----/-----
	9	7	0-01-5	-----/-----
10	3	3	0-11-0	Fransis Anton Ver, Sebestin Anton Ver, Paul John Ver, Clera John Ver, Sydney John Ver, David John Mojes John Ver, Blalchi Mariyan Sutar
	4	3	0-05-1	-----/-----
	85	7	0-09-6	-----/-----
11	3	2	0-03-5	Kashibai Kashinath Mulundkar, Parshuram Kashinath Mulundkar, Mandabai Parsuhuram Mulundkar, Prayin Parshuram Mulundkar, Motubai Kashinath Patil, Taibai Baburao Patil, Vithabai Manohar Madan, Laxmi Anant Meher, Shakuntala Pandurang Patil, Bhalachandra Kashinath Mulundkar, Kanchan Bhalachandra Mulundkar, Smita Bhalachandra Mulundkar

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	8	7	0-19-5	----/--
	8	11	0-02-3	---/---
12	21	2	0-03-5	---/---
			0-18-2	
13	7	6	0-15-2	Hiraman Narayan Mukadam, Ambibai Rajaram Bhoir, Shantabai Balkrishna Bhoir
14	8	1	0-01-8	Purshottam Kisan Koli Jyotsna Purshottam Koli
				Pandurang Narayan Mulundkar, Ramchandra Narayan Mulundkar, Suman Harishchandra Mulundkar, Rohit Harishchandra Mulundkar, Vinod Harishchandra Mulundkar, Sushma Premnath Madhavi, Parag Ramchandra Mulundkar
	8	17	0-04-0	----/----
	9	2	0-02-3	---/---
	85	4	0-04-5	----/----
15	2	9A	0-07-6	Taibai Narayan Bhoir, Dwarkanath Narayan Bhoir, Deepak Narayan Bhoir, Renuka Narayan Bhoir, Chandrabai Ramchandra Khabadi 1/2 Hissa, Ghanshyam Tulshiram Bhoir, Anil Tulshiram Bhoir, Majula Tulshiram Bhoir, Lata Tulshiram Bhoir, Ranjana Tulshiram Bhoir, Kamalabai Tulshiram Bhoir, Anusaibai Tulshiram Bhoir, Harishchandra Namdeo Bhoir, Ashok Namdeo Bhoir, Jomibai Namdeo Bhoir, Hirubai Dattatrya Madhavi, Babibai Jaywant Madhavi, Suman Prabhakar Patil, Sumitra Ashok Bhoir, Himanshu Ashok Bhoir, Punam Ashok Bhoir, Dakshata Ashok Bhoir, Bhavesh Ashok Bhoir, Namubai Harishchandra Bhoir, Ravindra Harishchandra Bhoir, Raju Harishchandra Bhoir, Lalita Harishchandra Bhoir, Manisha Harishchandra Bhoir
	2	9B	0-05-3	Ghanshyam Tulshiram, Anil Tulshiram, Manjula Tulshiram, Lata Lahu Chowdhary, Ranjana Prakash Bhoir, Kamalabai Tulshibai Bhoir, Anuradha Patil, Manjula Santosh Thakur, Kamalabai Tulshiram Bhoir, Harishchandra Namdeo, Ashok Namdeo, Jomibai Namdeo Bhoir, Hirubai Dattatrya Madhavi, Babibai Jaiwant Madhavi, Suman Prabhakar Patil
	7	7	0-20-3	----/----
	9	15	0-13-4	---/---
	10	1	0-44-0	---/---
	10	2A	0-78-5	---/---
	10	3	0-24-5	----/----
16	2	2	0-10-6	Yesubai Tukaram Bhoir, Chandrabhaga Namdeo Patil, Savitiri Manik Patil, Prabhakar Damodar Mulundkar, Damodar Deoji Mulundkar, Ramkant Jagdish Mulundkar, Kashinath Madavi, Arun Kishan Mulundkar, Jagnath Mulundkar, Laxman Kishan Mulundkar, Dattatraya Kisan Mulundkar, Ganesh Kisan Mulundkar, Lila Kisan Mulundkar, Kishan Kisan Mulundkar, Kisan Mulundkar, Laxmanbai Kisan Mulundkar, Sanjay Prabhakar Mulundkar, Prabhakar Mulundkar, Mulundkar, Manda Damodar Mulundkar
	2	4	0-06-3	----/----
	3	4	0-05-1	----/----

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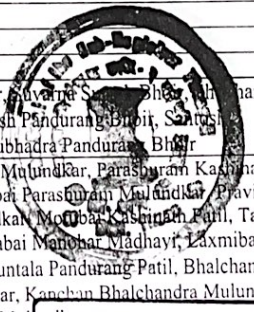
	3	5	0-04-3	----/----
	3	7	0-09-1	----/----
	3	12	0-02-5	----/----
	4	5	0-02-5	----/----
	4	10	0-03-0	----/----
	6	1	0-14-9	----/----
	6	4	0-39-9	----/----
	7	8	0-26-3	----/----
	8	22	0-20-0	----/----
			0-03-3	----/----
17	8	16	0-07-9	Juma Masjid and I, Mohd. Ali Shahabuddin Dhavate
	9	4	0-02-0	----/----
	9	6	0-06-3	----/----
	9	8	0-18-7	----/----
	85	1	0-02-0	----/----
18	3	1	0-03-0	Louid Casmir Ver, Lijiya John Miskita, Lina Rojar Nunis
	7	9	0-16-4	----/----
	9	12	0-06-8	----/----
19	2	3	0-20-8	Jaywant Keshav Vaiti ½ Part, Nirabai Dharma Vaiti, Kanchan Jalinder Babade, Kusum Pandurang Vaiti, Pandharinath Dharma Vaiti, Dattatrya Dharma Vaiti, Hemalata Bhalchandra Vaiti, Chandrakant Dharma Vaiti, Anil Dharma Vaiti, Ravi Dharma Vaiti ½ Part, Jayesh Bhalachandra Vaiti, Janhavi Bhalachandra Vaiti
	4	4	0-09-9	----/----
	6	2	0-32-1	----/----
20	2	10	0-12-7	Sydney John Ver
	6	9	0-07-6	----/----
	7	4	0-05-8	----/----
	8	2	0-05-2	----/----
	8	9	0-02-5	----/----
21	2	11	0-06-6	Suman Suresh Bhoir, Ganesh Suresh Bhoir, Suvarya Sunil Bedekar, Shubhangi Suresh Bhoir A.P.K. of No. 2 Mother Suman, Subhadra Pandurang Bhoir, Shobha Kisan Bhoir, Dattatrya Joma Bhoir, Bhalachandra Joma Bhoir, Parvatibai Joma Bhoir, Vikas Pandurang Bhoir, Rupesh Pandurang Bhoir, Sunanda Pandurang Bhoir, Jaibai Laxman Bhoir, Pundlik Laxman Bhoir, Bhagwan Laxman Bhoir, Subhash Laxman Bhoir, Tarabai Laxman Bhoir, Vasanti Laxman Bhoir, Nirmala Laxman, Devkibai Narayan Bhoir
	2	13	0-03-0	Suman Suresh Bhoir, Ganesh Suresh Bhoir, Suvarna Sunil Bedekar, Shubhangi Suresh Bhoir A.P.K. of No. 2 Mother Suman, Subhadri Pandurang Bhoir, Shobha Kisan Bhoir, Dattatrya Joma Bhoir, Bhalachandra Joma Bhoir, Parvatibai Joma Bhoir, Vikas Pandurang Bhoir, Rupesh Pandurang Bhoir, Sunanda Pandurang Bhoir, Bhaskar Narayan Bhoir, Dhahaji Narayan Bhoir, Jaibai Laxman Bhoir, Pundlik Bhoir, Bhagwan Laxman Bhoir, Subhash Laxman Bhoir, Yashwantrao Dayanand Mhatre, Tarabai Suresh Mhatre, Nirmala Suresh Mhatre, Dayanand Mangalu Bhoir, Sudhakar Mangalu Bhoir, Prakash Mangalu Bhoir, Vivek Pandharinath Bhoir, Devyani Bhainath Mhatre, Yamini Balkrushna Munde, Sharmishtha Pandharinath Bhoir, Jagruti Pandharinath Bhoir, Saptashrungi Pandharinath Bhoir, Atmaram

द न न - 2
दस्तावेज क्र. 1000/2009
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Handwritten signatures and marks

521

				Harishchandra Bhoir, Yashwant Harishchandra Bhoir, Janardan Harishchandra Bhoir, Namdeo Harishchandra Bhoir, Yamuna Harishchandra Bhoir
22	3 4	11 9	0-07-8 0-12-1	Hasha Nana Bhoir, Shashikant Kaluram Bhoir, Ambibai Nana Bhoir, Kashibai Kamalakar Daki, Bhagibai Yashwant Salvi, Motubai Chintaman Patil, Umabai Tukaram Shinde, Vithabai Yadav Bhoir, Vasudeo Yadav Bhoir, Janardan Yadav Bhoir, Premnath Yadav Bhoir, Laxmibai Ramchandra Bhagat, Babybai Jalindar Joshi, Anusaya Jaganath Patil, Narmada Jaywant Patil, Hirabai Hasha Bhoir Vishnu Hasha Bhoir, Krishna Hasha Bhoir, Vikas Hasha Bhoir, Vaishali Ranjan Madavi, Minakshi Dilip Shilkar
23	11 Part 7	10	0-60-0 0-16-4	Atmaram Bhaskar Bhoir, Bharat Bhaskar Bhoir, Bhimabai Motiram Mukadam, Sudhakar Pundlik Patil
24	2	7	0-07-3	Smt. Sagunabai Shinu Vaiti
25	3	8	0-05-6	Sagunabai Shinu Vaiti, Laxmi Subhash Vaiti, Devdas Bhalachandra Vaiti, Lata Sanjay Joshi, Nilam Bhalachandra Vaiti, Nitin Bhalachandra Vaiti, Sushama Bhalachandra Vaiti
	8	3	0-04-8	
	85	2	0-01-5	
26	2	6	0-03-8	Anjel Bastiyav Kurel, Rita Anjel Kurel, Sydney Anjel Kurel, Madlen Anjel Kurel (Magdalen Marshall Perera), Albert Bastiyav Kurel, Robert Albert Kurel, Cecilia Albert Kurel (Cecilia Alen Rodrigues), Jessica Albert Kurel (Jessica Simon Patel), Nelson Bastiyav Kurel (Expired), Bijit Nelson Kurel, Juliet Nelson Kurel (Juliet Jude Rodrigues), Edna Herben Patel, Ivy Bastiyav Kurel (Ivy Wincent Dias, Anamary Bastiyav Kurel (Expired), Milton Bastiyav Kurel (Expired)
	6	3	0-05-6	
	7	3	0-19-0	
27	8	15	0-03-0	Vishwanath Ramchandra Bhoir, Laxman Ramchandra Bhoir, Laxmibai Anant Bhoir, Sitabai Shantaram Mhatre, Kamlakar Anant Bhoir, Jaiwant Anant Bhoir, Jagdish Laxman Bhoir, Ramesh Laxman Bhoir, Madhusudan Vishwanath Bhoir, Devidas Vishwanath Bhoir, Dattatray Vishwanath Bhoir, Nitin Vishwanath Bhoir, Jayabai Raghunath Patil, Sumanbai Janardan Patil, Ahilyabai Maruti Patil
	8	19	0-04-3	
	8	21	0-03-0	
	10	2B	0-12-6	
28	85	6	0-13-1	Suman Suresh Bhoir, Ramesh Suresh Bhoir, Suresh Bhoir, Ramesh Pandurang Bhoir, Santosh Pandurang Bhoir, Subhadra Pandurang Bhoir
29	8	11	0-03-5	Kashibai Kashinath Mulundkar, Parashuram Kashinath Mulundkar, Mandabai Parashuram Mulundkar, Pravin Parashuram Mulundkar, Motubai Kashinath Patil, Taibai Baburao Patil, Vithabai Manohar Madhavr, Laxmibai Anant Meher, Shakuntala Pandurang Patil, Bhalchandra Kashinath Mulundkar, Kanchan Bhalchandra Mulundkar, Smita Bhalchandra Mulundkar



रुन न - 2
 दफ्त क्र नं 1000 12009
 29 / 12

Handwritten signatures and initials.

30	7	1	0-02-5	Ratanbai Kevalchand Vardavat, Sukanraj Jugraj Rathod, Ramnik Jugraj Rathod, Ashabai Kantilal Vardavat, Kiranraj Bhurmal Rathod (Porwal)
	8	6	0-02-8	----
	8	10	0-02-0	----
	8	13	0-03-5	----
31	3	9	0-07-8	Babu Ganpat Bhoir, Savitri Babu Bhoir, Nilkantha Babu Bhoir, Keshav Babu Bhoir, Radhabai Jagan Mhatre, Bhagai Chindhu Patil, Bhanubai N. Patil, Alka Suresh Umratkar, Yashwant Harishchandra Bhoir (Expired), Anusaya Yashwant Bhoir, Anusaya Hiranman Wande, Uma (Thama) Dayanand Bhoir
	6	8	0-04-0	----
	7	5	0-03-5	----
	8	12	0-03-3	----
	8	14	0-03-0	----
	9	1	0-03-0	----

SECOND SCHEDULE

Pro-rata right alongwith all the Purchasers of Premises in the Said Property in limited common areas and facilities as follows (this does not apply in case of premises other than flats):

- i. Staircase
- ii. Entrance Lobby/Hall
- iii. Lift(s)

THIRD SCHEDULE

Residential

1. R.C.C. Frame Structure
2. Ceramic tiles flooring manufactured using Italian Technology
3. Indian Ceramic flooring in bathroom/toilet
4. 7' height dado in bathroom/toilet
5. One shower in every bathroom
6. Bathroom and toilet Fittings by Jaquar*
7. One wash basin for each bathroom (inside or outside bathroom)
8. One Geyser in each bathroom
9. One exhaust fan in each toilet and in kitchen
10. One door bell
11. Decorative Main door with suitable fittings
12. One Intercom in each flat in S+7 buildings; One Video Door Phone in each flat in Tower (greater than 12 floors) buildings only, instead of Intercom Connection
13. Purified Drinking water connection on one tap in Kitchen
14. One Piped gas connection in Kitchen
15. One full length and one half length granite kitchen platform
16. 2' height dado in kitchen
17. One Stainless steel sink in kitchen
18. Anodized Aluminium sliding windows with grill
19. 3' height dado in utility area
20. POP style finish on internal walls
21. Electrical Points and switches with concealed wiring
22. Provision for internet access at one point in each flat
23. Building exterior painted with cement paint
24. Suitably decorated entrance lobby
25. Overhead and underground water tanks
26. Servant toilet on mid-landing of every alternate floor for Tower bldg. only



दन न - २
रस्ता क्रमांक १०००/१२००५
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27. Lift(s)

* Or equivalent as per discretion of Architect

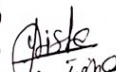
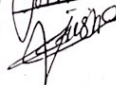
FOURTH SCHEDULE

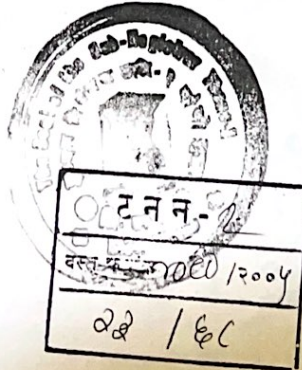
1. The expenses of maintaining, repairing, redecorating etc. of the main structure and in particular the terrace, garden, main water pipes, lift(s) and electric wires in, under or upon the Building and enjoyed or used by the Flat/Shop/Premises holder/s in common with the other occupiers of flats, the main entrance, passages, landing and staircases of the Building or enjoyed by the premises holders used by him/her/it/them in common as aforesaid and the boundary walls of the building, compound, terrace etc.
2. The cost of operating, maintaining, cleaning, and lighting the passages, water pump(s), landing, staircases, lift(s), common light(s) and other parts of the building used by the premises holder/s in common as aforesaid.
3. The cost of the salaries of the estate officer, clerks, bill collectors, liftman, security guards, pump man, sweepers etc.
4. Deposit for Building, Water meter(s), electric meter(s), sewer line(s), etc.
5. Municipal taxes and other charges such as water charges, bill, electricity charges, bills, cesses, levy and revenue N.A taxes etc.
6. Insurance of the building
7. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building

SIGNED, SEALED & DELIVERED
by the withinnamed 'BUILDERS /
PROMOTERS' M/s. LODHA
DEVELOPERS Pvt. Ltd.,
by one its Director in the presence of

) For Lodha Developers Pvt. Ltd.,
)
)
)
) 
) DIRECTOR
)
)

SIGNED, SEALED & DELIVERED
by the withinnamed 'PURCHASER/S'
Shri/Smt Poonam PUNDALIK VISHE
KUNDALIK BHIVA VISHE
in the presence of

)
)
) 
) 
)
)



Pradip Garach
Advocate

Court, Bombay

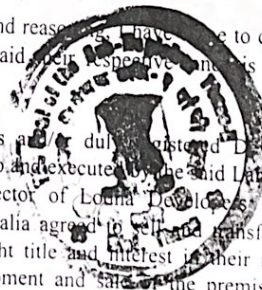
Annexure A

6, Roz-a-Rio Apartment,
L.B.S. Road, Kamani,
Kurla (West), Mumbai - 400070 High
Phone : 2503 1949

Re: In the matter of property situated at Village Majewade, Taluka and District Thane within city limit of Thane in the registration district and subdistrict of Thane bearing different Survey Nos. and Hissa Nos. as stated in First Schedule

On behalf of my clients M/S. LODHA DEVELOPERS PRIVATE LIMITED, I have investigated titles of the several Owners (whose names are appended in column of Land Owners in First Schedule) in respect of lands belonging to them and shown against their respective names with Survey Numbers, Hissa Numbers and admeasurement thereof, more particularly described in the First Schedule.

- 1) I have perused the land records viz. 7/12 Abstracts (Record of Rights), 6/12 Abstracts (Mutation Entries) and 8 (A) abstracts for total land holding in the Village, for the said lands belonging to their said Land Owners respectively.
- 2) I have also caused search to be taken of records in the office of The Sub-Registrar of Assurance at Thane for the period from year 1974 to 2004 (30 years) and have not come across any subsisting encumbrances.
- 3) I have also perused several orders passed by the Additional Collector, Competent Authority thane Urban Agglomeration, wherein granted Permission under the relevant provisions of the Urban Land (Ceiling & Regulation) Act, particularly Section 8(4) and Section 20, in respect of the lands falling within the ambit of the said Act for the development of the said lands.
- 4) I have also gone through:
 - i) the orders passed by Sub Divisional Officer, Thane Division Thane whereby the said lands were converted for use of Non Agriculture purpose subject to terms and conditions stated therein.
 - ii) the orders under Section 32 (g) of Land Revenue Code passed by Tehsildar Court Thane in respect of concerned lands.
- 5) In view of the aforesaid narrated facts and reasons, I have come to conclusion that title of the Land Owners to the said lands is clear and marketable.
- 6) By individual and separate Agreements and/or duly registered Development Agreements of different dates entered into and executed by the said Land Owners with Mr. Mangal Prabhat Lodha, Director of Lodha Developers Pvt. Ltd., whereunder the said Owners have inter alia agreed to sell and transfer to said Purchaser/Developer their respective right title and interest in their respective lands and also agreed upon for development and sale of the premises in the building to be constructed on the said lands on terms and conditions stated



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