

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made at Mumbai on this _____ day of _____,

BETWEEN

Elevated Avenue Realty LLP, a limited liability partnership registered under the Limited Liability Partnership Act, 2008, having its registered office at 4th Floor, the Metropolitan, E Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051, Maharashtra, India, (PAN - AAFL7465N)) and having its Corporate Office at A. M. Naik Tower, L&T Campus, Gate No. 3, Jogeshwari - Vikhroli Link Rd, Powai, Mumbai - 400 072, hereinafter called "**PROMOTER -1**" (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include the partner or partners for the time being and from time to time of the said LLP, the survivors or survivor of them and the heirs, executors and administrators of such surviving partner and their assigns) of the **FIRST PART**;

AND

NIRMAL LIFESTYLE DEVELOPERS PRIVATE LIMITED, a private limited company registered under the Companies Act, 1956, having its registered office at Nirmal Lifestyle, L.B.S. Marg, Mulund (West), Mumbai-400 080 (PAN - AACCN7366D), hereinafter called "**PROMOTER -2**" (which expression shall, unless it be repugnant to the context or the meaning thereof, be deemed to mean and include its successors and assigns) of the **SECOND PART**;

AND

Mr. Vaibhav Ashok Kadam (PAN AQUPK2490A), Mrs. Rajoshi Banerjee (PAN ALIPB0601N), having its registered office/place of business/ residing at 1705, Marathon Monte Vista, Opp Tel Exchange, Off LBS Road, Madan Mohan Malviya Road Mulund West, Mumbai - 400080, Maharashtra, India, hereinafter referred to as the "**Allottee/s**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include in the case of an individual or individuals, his, her or their respective heirs, executors and administrators and permitted assigns; in case of a body corporate, its successors and permitted assigns; in case of a partnership firm, the partners for the time being and from time to time constituting the firm and the survivors or survivor of them and the heirs, executors and

administrators of the last survivor of them and their permitted assigns; in case of a Hindu undivided family, the karta and the members/coparceners for the time being and from time to time of the undivided family and the survivors or survivor of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns; in case of a trust, the trustees for the time being and from time to time of the trust and the survivors or survivors of them and the heirs, executors and administrators of the last survivor of them and their permitted assigns) of the **THIRD PART**.

The Promoter-1 & the Promoter-2 are jointly referred to as "Promoters". The Promoter-1, the Promoter-2 and the Allottee/s are hereinafter collectively referred to as "the Parties", and individually referred as a "Party".

WHEREAS:-

- A. The-Promoter-2 is absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcels of land bearing CTS. No. 706 B/A, CTS. No. 706 B/B, CTS. No. 706 B/C, CTS. No. 706 B/D, CTS. No. 706 B/E, CTS. No. 706 B/F, CTS. No. 706 B/G, CTS. No. 706 B/H, CTS. No. 706 B/J, CTS No. 710A, CTS. No. 712A, CTS. No. 723, CTS No.762A and CTS No.763A, admeasuring in the aggregate about 1,01,139.40 sq. mtrs. or thereabouts situate, lying and being at Village Nahur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District (hereinafter referred to as the "**said Properties**" and more particularly described in the **Part A** of the **First Schedule** hereunder written), by virtue of, *inter alia*, the following:
- i. By and under the Deed of Conveyance dated 31st July, 2017, registered with the office of the Sub-Registrar of Assurances at Kurla- 1 under Serial No. 7648/2017, executed by and between Housing Development and Infrastructure Limited (formerly known as Housing Development and Improvement India Private Limited) (therein referred to as the "Vendor"), Nirmal Lifestyle Limited (therein referred to as the "Confirming Party") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchaser" and referred to as Promoter-2 herein), the Vendor granted, conveyed, transferred, assured and assigned unto the Purchaser, and the Confirming Party confirmed the grant, conveyance, transfer, assurance and assignment in favour of the Purchaser of, all the ownership, right, title and interest of the Vendor in a portion of the said Properties bearing CTS. Nos. 706 B/A (part), 706 B/B (part), 706 B/C, 706 B/D (part), 706 B/E, 706 B/F, 706 B/G, 706 B/H and 706 B/J admeasuring approximately 62,000 sq. mtrs., at and for the consideration and upon the terms and conditions more particularly set out thereunder;
 - ii. By and under the Deed of Conveyance dated 31st July, 2017, registered with the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. 7645/2017, executed by and between (1) Smt. Krishnabai Bhiwa Ulvekar (2) Shri. Rameshdeo Bhiwa Ulvekar (3) Smt. Shalini Rameshdeo Ulvekar (4) Shri. Omprakash Bhiwa Ulvekar (5) Smt. Minakshi Omprakash Ulvekar (6) Shri. Laxmikant Bhiwa Ulvekar (7) Smt. Sharda Laxmikant Ulvekar (8) Smt. Rekha Prabhakar Patil (9) Smt. Kusum Vinayak Joshi (10) Smt. Chhaya Kishan

- Mhatre and (11) Smt. Hemlata Shivshankar Patil (therein referred to as the "Owners"), Nirmal Lifestyle Limited (therein referred to as the "Confirming Party") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchaser" and referred to as Promoter-2 herein), the Owners granted, conveyed, transferred, assured and assigned unto the Purchaser, and the Confirming Party confirmed the grant, conveyance, transfer, assurance and assignment in favour of the Purchaser of, all the ownership, right, title and interest of the Owners in a portion of the said Properties being all that piece or parcel of land or ground bearing Survey No. 65, Hissa No. 1 and 2 (part) i.e. old CTS. No. 718 (part) which corresponds with new CTS No. 706B/D (part), admeasuring 1089 sq. mtrs. or thereabouts situate, lying and being at Village Nahur, Taluka Kurla, Registration Sub-District Kurla and Registration District Mumbai Suburban, at and for the consideration and upon the terms and conditions more particularly set out thereunder;
- iii. By and under a Deed of Conveyance dated 31st July, 2017 registered with the office of the Sub-Registrar of Assurances at Kurla- 1 under Serial No. 7644/2017 executed by and between Kishore J. Sheth, being the last surviving executor and trustee appointed under the last will and testament dated 4th September, 1980 of late Jaysukhlal Dahyalal Zaveri, (therein referred to as the "First Vendor"), Ashok Shantilal Zaveri and Narendra B Zaveri, being the last two surviving executors and trustees appointed under the last will and testament dated 7th September, 1978 of late Shantilal Zaveri, therein collectively referred to as the "Second Vendor" (hereinafter collectively referred to as the "Vendors"), M/s. Rose Enterprises (therein referred to as the "Confirming Party 1"), Nirmal Lifestyle Limited (therein referred to as the "Confirming Party 2") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchasers" and referred to as Promoter-2 herein), the Vendors have sold, transferred and conveyed to the Purchasers all ownership, right, title and interest of the Vendors under the said registered Agreement dated 16th July, 1980 made between the Vendors and M/s. Zaveri Enterprises as also under the Agreement dated 19th October, 1994 made between M/s. Zaveri Enterprises and M/s. Rose Enterprises, in respect of a portion of the said Properties bearing CTS No. 710 A (part) and 712 A (part) admeasuring approximately 5306 sq. mtrs., and the Confirming Parties have confirmed the same, at and for the consideration and on the terms and conditions mentioned therein;
- iv. By and under a Deed of Conveyance dated 31st July, 2017 registered with the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. 7647/2017 executed by and between Nirmal Lifestyle Limited (therein referred to as the "Vendor") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchaser" and referred to as Promoter-2 herein), the Vendor has sold, transferred and conveyed in favour of the Purchaser, all ownership, right, title and interest of the Vendor in respect of a portion of the said Properties being all that piece or parcel of land bearing Survey No. 67 (part) corresponding to CTS. No. 723 admeasuring approximately 1219.4 sq. mtrs. at and for the consideration and on such terms and conditions specified therein;
- B. In respect of the balance portion of the said Properties admeasuring approximately 31,525 sq. mtrs. The Promoter 2 has derived title as follows:

- i. By and under a Deed of Conveyance dated 7th December, 1965 executed between the owners, namely (1) Ratansey Karsandas and 3 others, being executors and executrix of the will of Mathuradas Vasanji, (2) Pratapsinh Shoorji Vallabhdas and 2 others, being the proving surviving executors and executrix of the will of Shoorji Vallabhdas and (3) Bhanji Shhorji and 9 others being heirs and legal representatives of Shivji Raghavji being the owners of properties known as "Bhandup Estate" (therein called "the Owners") and Kalicharan Lalchand Mehra, Omprakash Lalchand Mehra, Nandakishore Lalchand Mehra and Jugalkishore Mehra, (therein called "the Purchasers") and registered with the office of the Sub-Registrar of Assurances at Bandra on 1st February, 1966 under Serial No. 2556/1965 of Book No. 1, the Owners conveyed, granted and transferred the property situate, lying and being at Nahur, being Survey Nos. 52/9 (Part), 52/13 (Part), 54 (Part), 56 (Part), 64 (Part), 65 (Part), 66 (Part), 69 (Part), 70 (Part) and 71 (Part) admeasuring in aggregate 34,845 sq. yards or thereabouts to the Purchaser therein. In pursuance thereof, the said Kalicharan Lalchand Mehra and others became the owners of the said property. It appears that Omprakash Mehra and others agreed to sell the said property admeasuring 34,845 sq. yards equivalent to 29,134.94 sq. mtrs. to Harishchandra Yeshwant Potkar and others under an unregistered Development cum Sale Agreement. The said Harishchandra Yeshwant Potkar and others (Plaintiff Nos. 1 to 3) filed a suit being Suit No. 176 of 1981 in the High Court of Judicature at Bombay against the said Omprakash Mehra and others for specific performance of the Development cum Sale Agreement. During the pendency of this Suit the Plaintiff Nos. 1 to 3 executed a Deed of Assignment dated 6th September, 1985 in favour of M/s. Mayank Enterprises for the assignment of their right, title and interest of respect of the said Development cum Sale Agreement in favour of M/s. Mayank Enterprises. Thereafter, the Suit was amended and M/s. Mayank Enterprises was impleaded as Plaintiff No. 4. Pending the said Suit, Kalicharan Mehra and Omprakash Mehra expired on 26th May, 1982 and 16th January, 1986 respectively and thereafter the names of their respective legal heirs were brought on record as defendants in the said Suit. The Consent Decree dated 26th August, 1986 was passed in the said suit whereby land admeasuring 29,134.94 sq. mtrs. equivalent to 34,845 sq. yards was transferred and conveyed in favour of M/s. Mayank Enterprises. The said Consent Decree dated 26th August, 1986 was lodged for registration under Serial No. 2877/1996 on 1st August, 1996 and has been registered with the office of the Sub-Registrar of Assurances under Serial No. 11341/1996. It appears that one (i) Mr. Dwarkanath Pandurang Bhoir and (ii) Kamlakar Ganpat Bhoir (the Plaintiffs therein) filed a suit being S.C. Suit No. 2462 of 1982 before the Hon'ble City Civil Court, Mumbai against the said Kalicharan Lalchand Mehra and 5 others in respect of the suit property therein i.e. admeasuring 2420 sq. yds. equivalent to 2023.42 sq. mtrs., being a portion of the said Properties belonging to Kalicharan Mehra and 4 others. The said M/s. Mayank Enterprises was joined as a Defendant No.6. The Parties executed Consent Terms dated 13th January, 1994 whereunder, the Plaintiffs handed over vacant and peaceful possession of the land admeasuring 860 sq. yards. out of Survey No. 70 (part) to M/s. Mayank Enterprises as shown on the plan annexed thereto and the suit was disposed of in terms thereof. The Plaintiff also declared that they shall

not claim any right of whatsoever nature over the suit property admeasuring 2420 sq. yards and/or any other portion of the land belonging to (i) Kalicharan Lalchand Mehra; (ii) Omprakash Lalchand Mehra; (iii) Nandkishore Lalchand Mehra and (iv) Jugalkishor Lalchand Mehra (the Defendant Nos. 1 to 4) purchased by them under the Deed of Conveyance dated 7th December, 1965.

ii. The adjoining properties were owned by M/s. Badridas Gauridatt Private Limited and there were certain disputes as to boundaries and possession of certain properties between M/s. Mayank Enterprises and Badridas Gauridatt Private Limited. By a Deed of Exchange dated 28th March, 1994 registered in the Office of the Sub- Registrar at Serial No. 1673/1994 made between Badridas Gauridatt Private Limited as the Party of the One Part and the heirs of Omprakash Mehra and others as the Confirming Party and M/s. Mayank Enterprises as the Party of the Other Part, the property described in the first schedule thereunder was transferred in exchange to M/s. Mayank Enterprises and the property described in second schedule thereunder was transferred in exchange to Badridas Gauridatt Private Limited. Further, Badridas Gauridatt Private Limited gave up the possession of the property described in the third schedule thereunder. The properties that came to be conveyed in favour of M/s. Mayank Enterprises under the said Deed are as follows: all that piece and parcel of land or ground situate lying and being at Village Nahur, Mulund (West) bearing Survey No. 64 (part) CTS. No. 762 (part) admeasuring 470.30 sq. mtrs. or thereabouts, Survey No. 64 (part) admeasuring about 348.67 sq. mtrs., Survey No. 65 (part) admeasuring 604.83 sq. mtrs., Survey No. 66 (part) admeasuring about 346.93 sq. mtrs., all 3 plots bearing CTS. No. 719 (part) and in all admeasuring 1300.43 sq. mtrs. or thereabouts and Survey No. 64 (part), CTS. No. 762 (part) admeasuring about 159.37 sq. mtrs. Further, under the said Deed of Exchange, Badridas Gauridatt Private Limited declared that they had removed themselves from the above described properties and have handed over the same to M/s. Mayank Enterprises, without claiming any right, title and interest in the said properties as and by way of adverse possession or otherwise and further declared and stated that the said properties belong to M/s. Mayank Enterprises and shall remain in possession of M/s. Mayank Enterprises;

iii. Subsequently, Mayank Enterprises (partnership firm) was converted into a private limited company in accordance with the provisions of Part IX of the Companies Act, 1956 and by reason of such conversion, all properties owned by Mayank Enterprises, including inter alia, the said portion of the said Properties admeasuring approximately 31,525 sq. mtrs. came to be vested absolutely in Nirmal Lifestyle Developers Private Limited i.e. the Promoter-2 herein;

C. The Promoter-2 acknowledges that a portion of the said Properties admeasuring in aggregate about 11,657.60 sq. mtrs. or thereabouts (including the two buildings namely Takshashila and Kalinga of Building No.1 and Building No.2 respectively, unbuildable plot occupied by slum, open land adjoining the bungalow and part open land near RG plot (which are already constructed thereon) bearing CTS. No. 706/B/B (part) and CTS 706/ B/D (part), CTS No. 710A (part), CTS Nos.

762A and 763A are part of the said Properties and to be excluded from the said Properties (hereinafter referred to as the “**said Excluded Property**”).

- D. By and under the Joint Development Agreement dated 31st July, 2017, registered with the office of the Sub-Registrar of Assurances at Kurla- 1 under Serial No. 7650/2017, executed by and between the Promoters herein (hereinafter referred to as the “**Joint Development Agreement**”), the Promoters have agreed to jointly undertake development and construction on a portion of the said Properties, being all that piece and parcel of land admeasuring 92,672.70 sq. mtrs. or thereabouts bearing CTS Nos. 706/ B/A, CTS. No. 706/ B/B (part), CTS. No. 706/ B/C, CTS. No. 706/B/D (part), CTS. No. 706/B/E, CTS 706/B/F, CTS 706/B/G, CTS 706 B/H, CTS 706 B/J, CTS No. 710A (part), CTS. No. 712A, CTS. No. 723, of Village Nahur, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (which property to be developed shall be hereinafter referred to as “**the said Larger Property**” and more particularly described in the **Part B** of the **First Schedule** hereunder written, upon the terms and conditions more particularly mentioned therein. Further, the said Larger Property includes the Development Plan (DP) Road, Recreation Garden (RG) and Setback area to be handed over to MCGM;
- E. A land parcel admeasuring about 9469.10 sq. mtrs. or thereabouts bearing CTS No. 706/B/F (part), CTS No. 706/B/J, CTS No. 706/B/G and CTS 706 B/H (hereinafter referred to as the “**said Sector II Property**”) is part of the said Larger Property.
- F. The said Larger Property excluding therefrom the said Sector II Property, DP Road, RG and Setback area (as mentioned above) is hereinafter referred to as “**the Apex Land**”;
- G. An under construction shopping mall and /or commercial structure and /or multilevel car parking level (hereinafter referred to as the “**Proposed Commercial Development**”) is being constructed by the Promoter-2 on a portion of the Apex Land and the same shall be available for ingress and egress to the owners, users, occupants, visitors and/or their servants, agents and/or representatives of the Proposed Commercial Development (hereinafter referred to as the “**Proposed Commercial Development Property**”).
- H. In accordance with the Joint Development Agreement the Promoters have undertaken to develop *inter-alia* a part/portion of the Apex Land under the applicable Development Control Regulations;
- I. Accordingly, the Promoter 1 have proposed to develop a portion of the Apex Land admeasuring 26,667 sq. mtrs. or thereabouts bearing CTS Nos. 706-B/B (Pt.), 706/B/C (Pt.), 706-B/D (Pt.), 706-B/E (Pt.), 706-B/F (Pt.), 710A (Pt.), 712A (Pt.) of Village Nahur, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, in phases (which property to be developed shall be hereinafter referred to as “**the Development Land**” and more particularly described in the **Second Schedule** hereunder written).

- J. It is clarified that the Apex Land comprises of the Development Land and the Proposed Commercial Development Property;
- K. The Promoters are intending to construct and develop residential /commercial buildings along with common areas and facilities, on the Development Land (hereinafter referred to as “the **Development**”). The Proposed Commercial Development and the Development are collectively referred to as “**the Larger Development**”;
- L. The Promoter 1 are undertaking the Development on the Development Land in a phase-wise manner as two or more real estate projects. The Development shall be known as **REJUVE 360**.
- M. The approved amended layout plan for REJUVE 360 provides for a common layout wherein certain infrastructural and other common areas and facilities, including, podium, gardens and other open areas, club house, pathways/roads, entrance gates, drainage pipes, electricity substations, water connections, sewage treatment plants (STPs), parking, water harvesting, etc., are provided for the common use of the Development.
- N. The Promoters have proposed to construct and develop the first phase of REJUVE 360 on a portion of the Development Land admeasuring 1219 sq. mtrs. or thereabouts bearing CTS Nos. 706-B/D (Part), 706-B/E (Part), , 710 A(Part), 712 A(Part), of Village Nahur, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban (hereinafter referred to as “**the Project Land**” and more particularly described in the **Third Schedule** hereunder written).
- O. The first phase of REJUVE 360 shall be known as “**REJUVE 360 -Tower A**” which shall comprise construction and development of one residential building i.e. Tower A (hereinafter referred to as the “**Building**”) together with common area and amenities specified hereafter proposed to be developed and constructed on the Project Land (hereinafter shall be referred to as the “**Project**”). The Promoters shall carry out balance development on the Development Land in further phases, in accordance with the approved plans as may be sanctioned by the concerned authorities, from time to time. A copy of the proposed layout indicating future development on the Development Land is annexed hereto and marked as **Annexure “D1”**.
- P. The Promoter 2 has represented that it is absolutely and exclusively entitled to the said Properties, subject to the subsisting security created over the said Properties (i) in favour of IDBI Trusteeship Services Limited as a security trustee for and on behalf of the lender i.e. L & T Finance Limited, created by and under the Indenture of Mortgage dated 31st July, 2017 registered with the office of the Sub-Registrar of Assurances at Kurla-1 under serial no. 7649/2017, for securing the credit facility of Rs. 570,00,00,000/- (Rupees Five hundred seventy crores only) granted by L&T Finance Limited to Nirmal plus interest etc., relating thereto, (ii) in favour of IDBI Trusteeship Services Limited as a security trustee for and on behalf of the lender i.e. L&T Finance Limited,

created by and under the Supplementary Indenture of Mortgage dated 26th February 2019 registered with the office of the Sub-Registrar of Assurances at Kurla-4 under serial no. 1932/2019, for securing the aforesaid credit facility of Rs. 570,00,00,000/- (Rupees Five hundred seventy crores only) and (iii) in favour of IDBI Trusteeship Services Limited as a security trustee for and on behalf of the lender i.e. L&T Finance Limited, created by and under the Indenture of Mortgage dated 30th September 2019 registered with the office of the Sub-Registrar of Assurances at Kurla-1 under serial no. 13034/2019, for securing the credit facility of Rs. 310,00,00,000/- (Rupees Three Hundred and Ten Crores only) granted by L&T Finance Limited to Nirmal plus interest etc. relating thereto;

- Q. By virtue of the aforesaid Joint Development Agreement/Power of Attorney, the Promoters have sole and exclusive right to sell the apartments, inter alia, in the Project and to enter into agreement/s with the allottee(s)/s of the apartments, and to receive the sale consideration in respect thereof. The Promoters are entitled and enjoined upon to construct Project. Further, the Promoters are in possession of the Project Land;
- R. The Promoter 1 has entered into a standard Agreement with Messers Daisaria & Associates, as Architects and Consultants registered with the Council of Architects and such Agreement is as per the Agreement prescribed by the Council of Architects;
- S. The Promoter-1 has appointed JW Consultants a structural Engineer for the preparation of the structural designs and drawings of the building/s and the Promoters accept the professional supervision of the architect and the structural engineers till the completion of the building/s;
- T. The construction and development of the Project, **"REJUVE 360 - Tower A"** has been registered as the **"Real Estate Project"** with the Real Estate Regulatory Authority (**"Authority"**), under the provisions of Section 5 of the Real Estate (Regulation and Development) Act, 2016 (**"RERA"**) read with the provisions of the Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017 (**"RERA Rules"**). The Authority has duly issued the Certificate of Registration No. P51800023075 for the Real Estate Project and a copy of the RERA Certificate is annexed and marked as **Annexure "A"** hereto;
- U. The principal and material aspects of the construction and development of **"REJUVE 360 -Tower A"** are briefly stated below:
- (i) The Building shall comprise of 2 basements, 1 Ground Floor, 7 podium , 3 stilts and upto 57 residential floors, with an option to the Promoters to increase the floors/residential levels, subject to the receipt of approvals from the concerned authorities, if required;

- (ii) The Building shall be constructed in phases i.e. upto 36 residential floors in one phase and further floors above 36 residential floors in another phase;
 - (iii) The Basements, Ground floor and the Podium, stilts shall be common and connected within all buildings of **REJUVE 360** (including the Building);
 - (iv) The Building shall comprise of residential apartments.
 - (v) The Promoters propose to consume 70975.97 sqm Floor Space Index comprising of all elements of FSI including Base FSI, TDR, Premium, Incentive FSI, Fungible FSI and Staircase area for the construction and development of the Project. The remaining available Floor Space Index and all further Floor Space Index that may become available shall be used by the Promoters on the Development Land;
 - (vi) The facilities, amenities and services (hereinafter referred to as the "**Amenities**") shall be made available to the Allottee/s on a non-exclusive basis along with other allottee/s in the manner and on such terms and conditions as may be applicable as provided under Clause 6.2 of this Agreement and specified in the **SIXTH SCHEDULE** hereunder written;
 - (vii) The common areas shall be available to the Allottee/s on a non-exclusive basis along with the other allottee/s in the manner and on such terms and conditions as may be applicable as provided under Clause 6.2 of this Agreement and specified in the Sixth Schedule hereunder written.
- V. The Allottee/s is/ are desirous of purchasing a residential apartment in the Project and has/have approached the Promoters and requested to allot to him/her/them the said Apartment, more particularly described in the **Fourth Schedule** hereunder written, and the Promoters hereby agree to sell to the Allottee/s the said Apartment;
- W. The carpet area of the said Apartment means the carpet area as defined in the RERA;
- X. Upon demand from the Allottee/s, the Promoters have given inspection to the Allottee/s of all the documents of title relating to the Apex Land and the plans, designs and specifications prepared by the Promoter's Architects Messers Daisaria & Associates and of such other documents as are specified under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder (hereinafter referred to as "**the RERA**") as well as the Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 ("**MOFA**"), to the extent applicable and the Allottee/s is/are fully satisfied with the same;
- Y. The authenticated copy of the Certificate of Title issued by MDP & Partners dated 08.11.2019 in respect of the said Properties is annexed and marked as **Annexure "B"**. Authenticated copies of the Property Register Cards or 7/12 Extracts showing the nature of the title of the Promoter-2 to the said Properties have been annexed hereto and marked as **Annexures "C (collectively)";**

- Z. The authenticated copy of the amended layout plan of the Project as proposed by the Promoters and as approved by Municipal Corporation Of Greater Mumbai and as per which the Promoter 1 propose to construct the Project is annexed hereto and marked as "**Annexure D**" (hereinafter referred to as "**the Project Layout**"). The Project Layout also shows open spaces proposed to be provided on the Project Land. The amenities area and other areas and footprints shown in the Project Layout, beyond the Project Land, are tentative and are subject to changes, including change of user, design, height, etc.;
- AA. The authenticated copies of the plans of the said Apartment agreed to be purchased by the Allottee/s, as sanctioned and approved by the local authority have been annexed and marked as **Annexure "E (collectively)";**
- BB. The Promoter-2 has obtained amended plan approval letter bearing no. CE/4813/BPES/AT/337/4/Amend dated 18.10.2019/ and C.C. dated 08.11.2019 issued by Municipal Corporation Of Greater Mumbai to commence construction of the Building which have been annexed hereto as **Annexure "F (collectively.)"** and the Promoter-2 shall obtain the balance approvals from various authorities from time to time, so as to obtain Occupancy Certificate or Building Completion Certificate of the Building. The Allottee/s is aware that all the relevant plans, approvals, etc. are uploaded on RERA website;
- CC. While sanctioning the various plans, the concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoters while developing the Project and upon due observance and performance of which only the completion or occupancy certificate in respect of the Building shall be granted by the concerned local authority. The Promoters have proposed construction of the Building in accordance with the said proposed plans;
- DD. The Parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all Applicable Laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- EE. The Promoter 1 have agreed to sell to the Allottee/s and the Allottee/s has/have agreed to purchase and acquire from the Promoter 1, the said Apartment at or for a total consideration of as mentioned in **Seventh Schedule** hereunder written (hereinafter referred to as the "**Consideration**") and upon the terms and conditions mentioned in this Agreement. Prior to the execution of these presents, the Allottee/s has/have paid to the Promoters an "**Earnest Amount**" as mentioned in the Seventh Schedule hereunder, being part payment of the Consideration, exclusive of GST and other applicable taxes in respect of the said Apartment agreed to be sold by the Promoters to the Allottee/s, as advance payment or application fee and the Allottee/s

has/have agreed to pay to the Promoter 1, the balance amounts of the Consideration in the manner hereinafter appearing ;

- FF. It is agreed between the Promoters and the Allottee/s that the Allottee/s will have right only as per this Agreement in respect of the said Apartment in the Building in which the Allottee/s has/have agreed to acquire and the Promoters shall be entitled to deal with, develop, dispose of, alienate or encumber the Development Land more particularly described in the Second Schedule hereunder written or sub develop or assign right of development of the Development Land or any part thereof or any development thereon as the Promoters may desire without any further or other reference or recourse to the Allottee/s and the Allottee/s do hereby confirm the same.
- GG. Under section 13 of the RERA, the Promoters are required to execute a written Agreement for Sale of the said Apartment with the Allottee/s, being in fact these presents and also to register said Agreement under the Registration Act, 1908;
- HH. This Agreement shall be subject to the provisions of RERA, the RERA Rules and all other Rules, Regulations, Office Orders, Circulars, Notifications and Rulings made thereunder and/or by the Authority/Appellate Tribunal from time to time;
- II. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoters hereby agrees to sell and the Allottee/s hereby agree/s to purchase the said Apartment. The Promoter hereby also agrees to allocate to the Allottee/s and the Allottee/s hereby agrees to accept the car parking space/s (if applicable) on the terms and conditions appearing hereinafter.

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

1. THE RECITALS FORM PART OF THE AGREEMENT:

The Parties hereby agree and confirm that all the recitals of this Agreement form an integral and operative part of this Agreement as if the same were set out and incorporated verbatim in the operative part and shall be interpreted, construed and read accordingly.

2. CONSTRUCTION:

2.1. The Promoters are well and sufficiently entitled to develop the Project Land described in the Third Schedule hereunder written.

2.2. The Promoter 1 shall *inter alia* construct a residential building "**REJUVE 360 -Tower A**" consisting of 2 basements, 1 Ground Floor, 7 Podium , 3 stilts, 57 residential floors (with an option to the Promoters to increase the floors/residential levels, subject to the receipt of approvals from the concerned authorities, if required) on the Project Land together with common areas and facilities

in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. The Project shall have facilities, amenities and services and common areas, that may be usable by the Allottee/s on a non-exclusive basis with the other allottee/s as provided in Clause 6.2 hereinbelow on the terms and conditions as may be applicable.

Provided that the Promoter 1 shall, in terms of RERA, obtain prior consent in writing of the Allottee/s in respect of variations or modifications in the Project which may adversely affect the said Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law or any change as contemplated by any of the disclosures already made to the Allottee/s.

The Allottee/s is/are aware that, subject to obtaining of requisite approvals from the concerned authorities, the Promoters shall have right to increase the floors/residential levels above 57th residential floor of the Building, for which the Promoters have the right to register with RERA the apartments/units above 57th residential floor, either as a separate real estate project or as a part of the Real Estate Project, and the possession/completion date of such separate real estate project may be at a different date. The Allottee/s give the explicit consent to the Promoters for the development/construction of such additional floors/residential levels above 57th residential floors of the Building, either as a separate/independent real estate project/ new phase or as part of the Real Estate Project with the separate timelines to complete the same in terms provisions of RERA, and the Allottee/s agree, confirm and undertake that the Allottee/s shall not raise any objection in this regard, at any time.

- 2.3. It is clarified that the current layout as sanctioned and disclosed to the Allottee/s may be subject to minor changes or revisions as per the requirements of the Architect or Engineer of the Project or as may be required by the concerned local authority/the Government, and/or as may ultimately be approved and/or amended and sanctioned by the Municipal Corporation and/or other bodies and/or authorities concerned or such other alterations which may be made. The Promoter 1 shall intimate the Allottee/s in writing, in respect of such minor changes or additions and the Allottee/s hereby give their consent for the same. Provided however, that the Promoters shall be permitted to make such variations/amendments to the layout/plans/building plans as may be permitted under the Applicable Laws.

3. AGREEMENT AND PAYMENT:

- 3.1. The Allottee/s hereby agree/s to purchase from the Promoters, the Promoters hereby agree to sell to the Allottee/s **the said Apartment**, as defined in the Fourth Schedule hereunder and hatched in red color as shown in the Floor Plan hereto annexed and marked as **Annexure "E1"**, for the Consideration (as mentioned in the Seventh Schedule hereunder) exclusive of GST and other applicable taxes. The Allottee/s has/have applied to the Promoters for allotment of the said Apartment. Along with said Apartment, ancillary area admeasuring approximately **[4.350]** sq mts. (equivalent to approximately **[46.810]** sq ft) shown on the Plan at **Annexure "E-1"** hatched in blue colour has been provided. The amenities, fixtures, fittings appurtenant to the said Apartment are

more particularly described in the **Fifth Schedule** hereunder written ("**Apartment Facilities**"). The nature, extent and description of the common areas and facilities and amenities which are more particularly described in the **Sixth Schedule** hereunder written.

- 3.2. The Allottee/s is further desirous of using car parking space in the Project. Acceding to the aforesaid request of the Allottee/s, and pursuant to the discussions and negotiations between the Allottee/s and the Promoter, the Promoters have agreed to allocate to the Allottee/s, without any additional consideration, the right to use car parking space(s mentioned in the Fourth Schedule, exclusively for the use of the Allottee/s ("**the said Car Parking Space**") within the car parking area of the Project. The Allottee/s will be bound to abide with the rules and regulations as may be framed in regard to the use of the said Car Parking Space by the Promoter. It is clarified that the Promoters have provided a mandated reserved area of car parking for the visitors/guests of the allottees of the Project.
- 3.3. The Allottee/s has/have paid, on or before execution of this Agreement, certain amount (not exceeding 10% of the Consideration) as mentioned in the Seventh Schedule hereunder, as earnest money or application fee ("**Earnest Amount**") and hereby agree/s to pay to the Promoters the balance amount of the Consideration, strictly in the manner and as per the payment instalments mentioned in the Seventh Schedule hereunder ("**Payment Plan**").
- 3.4. The Allottee/s shall pay the above Consideration into the bank account i.e. "**L&T Rejuve 360 - T1**" account no. 57500000058664, as agreed between the Promoters. Such Consideration towards the said Apartment shall be paid in instalments, in accordance with the progress of the construction of the Building and in the manner as set out in the clause 3.3 above as well as in the Seventh Schedule, time being the essence of the contract. The Promoters shall issue a notice to the Allottee/s intimating the Allottee/s about the stage-wise completion of the Building as detailed in clause 3.3 (the payment at each stage is individually referred to as "**the Instalment**" and collectively referred to as "**the Instalments**"). The payment of the corresponding instalment (as per the Payment Plan) shall be made by the Allottee/s within 15 (fifteen) days of the Promoters making a demand for the payment of the Instalment, time being the essence of the contract. A notice/ intimation forwarded by the Promoters to the Allottee/s that a particular stage of construction is commenced or completed shall be sufficient proof that a particular stage of construction is commenced or completed.
- 3.5. It is agreed between the Parties that for the amount which becomes due and payable by Allottee/s on the basis of achieving certain milestones, then irrespective of the proposed date on which such milestone was to be achieved, as per proposed schedule of progress disclosed to Allottee/s, the amount shall become payable by the Allottee/s on the date on which such milestone is actually achieved. The Promoters shall be entitled to construct the Building/Project faster and complete it earlier than what is disclosed as the proposed schedule of progress and the Allottee/s shall be obligated to make the balance payment of the Consideration accordingly.

- 3.6. The Consideration shall be paid only to the Promoters and all payments shall be made by way of demand drafts/ pay orders/ cheques/ RTGS/ ECS/ NEFT, in the name of "L&T Rejuve 360 -T1 account no. 57500000058664, which is the bank account as agreed between the Promoters. In case of any financing arrangement entered by the Allottee/s with any financial institution with respect to the purchase of the said Apartment, the Allottee/s undertakes to direct such financial institution to, and shall ensure that such financial institution does disburse / pay all such amounts due and payable to the Promoters through an account payee cheque / demand draft / pay order / wire transfer drawn in favour of /to the account of the Promoters mentioned hereinabove. Any payments made in favour of / to any other account other than as mentioned hereinabove shall not be treated as payment towards the said Apartment. The Allottee/s shall satisfy the Promoters either through its banker's commitment or in such other manner as shall be determined by the Promoters with regard to the security for the payment of each Installment of the Consideration. The Promoters shall be entitled to change the account (as set out hereinabove) by giving a written notice to the Allottee/s to this effect in which case the payments of the amounts under this Agreement shall be made by the Allottee/s and / or the aforesaid financial institution in such new account. Such written notice shall be effective only if it is issued jointly by the Promoters and signed by both of them.
- 3.7. The Consideration payable in installments in accordance with Clause 3.3. above excludes Taxes (consisting of tax paid or payable by the Promoter 1 by way of Goods and Service Tax (GST), and Cess or any other taxes and/or cesses which may be levied, in connection with the construction of and carrying out the Project) up to the date of handing over the possession of the said Apartment to the Allottee/s, all of which shall be borne and paid by the Allottee/s alone. Any and all taxes, including GST, Stamp Duty, and any tax, levy or imposts etc. arising from sale or transfer of the said Apartment to the Allottee/s or the transaction contemplated herein shall be borne and paid by the Allottee/s alone.
- 3.8. The Allottee/s shall deduct tax at source ("TDS") from each instalment of the Consideration and any Other charges as required under the Income tax Act, 1961 and any Applicable Law. The Allottee/s shall duly cause the TDS Certificate to be issued in accordance with the Income Tax Act, 1961 within the time stipulated under the Income Tax Act, 1961. In the event of any loss of tax credit to the Promoters due to the Allottee/s's failure to furnish such TDS Certificates from time to time, then, such loss shall be recovered by the Promoters from the Allottee/s. The Allottee/s agrees and undertakes to pay all such taxes, as may be applicable, in present and future, in respect of the said Apartment. The Allottee/s hereby indemnify and shall keep indemnified, the Promoters of all claims, expenses, penalty and charges towards GST and / or any other charges/taxes, as may be introduced by the Government and / or the Local Bodies and the Allottee/s shall be solely liable to bear and pay the same, as and when called upon to do so, by the Promoters. The Allottee/s agrees and confirm that in the event of delay / default in making payment of the TDS or any such taxes or amounts under this Agreement as called upon by the Promoter, then without prejudice to any other rights or remedies available with the Promoters under this Agreement, the Promoters shall be entitled to adjust the said unpaid tax amount (along with interest payable thereon from the due date till the date of adjustment) against any subsequent amounts received from the Allottee/s and

the Allottee/s shall forthwith pay the adjusted amount due and payable by the Allottee/s to the Promoter.

- 3.9. Notwithstanding anything contained herein, each payment made by the Allottee/s shall be allocated at the discretion of the Promoters. It will be the sole discretion of the Promoters to appropriate any amounts received from the Allottee/s towards the payment of any installments of the Consideration or any amount that may be owed by the Allottee/s to the Promoter.
- 3.10. The Consideration is escalation-free, save and except escalations/increases, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority /Local Bodies/Government from time to time. The Promoters undertakes and agrees that while raising a demand on the Allottee/s for increase in development charges, cost, or levies imposed by the competent authorities etc., the Promoters shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.
- 3.11. The Allottee/s hereby confirm that, from the date of entering into this Agreement, it shall be the obligation of the Allottee/s to bear and pay any additional development charges for layout conditions and fulfilment thereof and the same shall be borne and paid by the Allottee/s along with the other Allottee/s in the Project and the Promoter 1 shall not be responsible or liable to pay the same.
- 3.12. The Consideration excludes all costs, charges and expenses including but not limited to stamp duty, registration charges, out-of-pocket expenses and/or incidental charges in connection with the documents to be executed for the sale of the said Apartment including on this Agreement all of which shall be borne by the Allottee/s, in addition to the Consideration.
- 3.13. The Promoters may allow, in their sole discretion, a rebate for early payments of equal installments payable by the Allottee/s by discounting such early payments at [NIL] % per annum for the period by which the respective Instalment has been preponed (rates to be determined by the Promoters in their sole discretion). The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to the Allottee/s by the Promoter.
- 3.14. The Promoters shall confirm the final carpet area that has been allotted to the Allottee/s after the construction and development of the Building is complete and the occupancy certificate in respect thereof is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of 3% (three percent) or such other larger percentage provided under Applicable Laws. The Consideration payable for the carpet area shall be recalculated (if required) upon confirmation by the Promoter. If there is any reduction in the carpet area beyond the abovementioned variation cap, then the Promoters shall refund the excess money paid by the

Allottee/s within forty-five (45) days with annual interest at the rate specified under the RERA/RERA Rules, from the date when such an excess amount was paid by the Allottee/s. If there is any increase in the carpet area allotted to Allottee/s, the Promoters shall demand additional amount from the Allottee/s as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 3.1 of this Agreement. For the purpose of this clause, the term "carpet area" shall have the same meaning as described in the Recital W hereinabove. However, notwithstanding the foregoing, it is expressly clarified that no adjustment will be made to the Consideration if the difference between the actual carpet area of the Said Apartment and the carpet area mentioned under this Agreement is less than or equal to 3% (three percent).

- 3.15. The Allottee/s authorize/s the Promoter1 to adjust/appropriate all payments made by him/her/it/them under any head(s) of dues against lawful outstanding, if any, in his/her/its/their name/s as the Promoter1 may in their sole discretion deem fit and the Allottee/s undertake/s not to object/demand/direct the Promoter 1 to adjust his/her/its/their payments in any manner. The amount/s paid by the Allottee/s to the Promoter 1 shall be appropriated firstly towards taxes payable by him/her, then towards interest payable for all outstanding instalments towards the Consideration in respect of the said Apartment, cheque bounce charges (if any), then any administrative expenses and lastly, towards consideration/outstanding dues in respect of the said Apartment.
- 3.16. The Promoters have agreed to sell to the Allottee/s and the Allottee/s has/have agreed to acquire from the Promoters the said Apartment on the basis of the carpet area only and the Consideration agreed to be paid by the Allottee/s to the Promoters agreed on the basis of the carpet area of the said Apartment.
- 3.17. The Promoters have specifically informed the Allottee/s that in case, any inquiry is raised by any statutory or Government or Semi-Government Authority or agency or Revenue Authorities or any other statutory authority pertaining to the amount paid by the Allottee/s to the Promoter, then the Allottee/s shall be liable to provide the source of the amount paid by the Allottee/s to the satisfaction of such authorities or agency. The Allottee/s hereby indemnify/ies the Promoters and continue/s to keep the Promoters indemnified against all the expenses, charges and payments arising out of failure of providing satisfactory reply to the statutory or Government or Semi-Government Authority or agency or Revenue Authorities or any other statutory authorities for any amount paid by the Allottee/s either from his/her/its/their own account or made through third party. In the event the Allottee/s is/are not able to satisfy the statutory authorities about the source of the payment made to the Promoters then, the Promoters shall be entitled to withhold the possession of the said Apartment or exercise the option to terminate this Agreement.
- 3.18. The Promoters shall be entitled to securitize the Consideration and other amounts payable by the Allottee/s under this Agreement (or any part thereof), in the manner permissible under RERA, in

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

4. The Promoters hereby agrees to respectively observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority at the time of sanctioning the said plans or thereafter and shall, before handing over possession of the said Apartment to the Allottee/s, obtain from the concerned local authority Occupancy and/or Completion Certificate in respect of the said Apartment/ Project.
5. Time is essence for the Promoters as well as the Allottee/s. The Promoter 1 shall abide by the time schedule for completing the Project and handing over the said Apartment to the Allottee/s and the structure of the Building (excluding basements and podium) to the association of the allottees within three months from the date of issuance of the Occupancy Certificate for the Building or within one month from the registration/constitution of the Organization (whichever is later), as the case may be. Similarly, the Allottee/s shall make timely payments of the Installments as provided in Clause 3.3 herein above and other dues payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter.

6. **FIXTURES, FITTINGS, AMENITIES AND COMMON AREAS**

- 6.1 The fixtures and fittings with regard to the flooring and sanitary fittings and amenities to be provided in the Apartment with particular brand, or price range (if unbranded) to be provided by the Promoter 1 in the Building and the Apartment are as set out in **the Fifth Schedule hereunder written**. In the event fittings/amenities of the said specifications are not available in the market wherefrom other materials are procured, the Promoter 1 may provide fittings/amenities of similar brand or make or as close to the said specifications as the circumstances may permit or their near substitutes.
- 6.2 The facilities, amenities and services ("**Amenities**") and common areas specified in the Sixth Schedule hereunder written shall be made available to the Allottee/s on a non-exclusive basis in a phase wise manner on such terms and conditions as may be applicable and subject to the sharing and other conditions specified in the said Sixth Schedule hereunder written. It is clarified that the Allottee/s shall not be entitled to any other amenities other than those provided in the Sixth Schedule hereunder written. In case there are any additional Amenities which are not provided for in the Sixth Schedule, the use and allocation thereof shall be at the sole discretion of the Promoter 1 whose decision shall be final and binding. The Promoters shall, post issuance of possession demand letter, take steps to provide access to public utilities such as water. However, the Promoters shall not be responsible for water supply and/or delays on the part of utility provider/s. The Promoter 1 shall, however, make alternate arrangements to provide uninterrupted potable

water, till such time the relevant utility provider does not supply water. Location of Amenities, if indicated on the Project Layout, is tentative and subject to change.

7. FLOOR SPACE INDEX PROMOTER:

7.1. The Promoters propose to utilize 70,975.97 sq. meters of FSI for the Project by availing TDR and/or FSI available on payment of premium and/or FSI available as incentive FSI and/or staircase area by implementing various schemes as mentioned in the Development Control Regulation and/or based on expectation of increased FSI which may be available in future on modification to the Development Control Regulations applicable to the Project. The FSI to be utilized for the Project shall be approximately 70975.97 sq. mtrs., subject to receipt of approvals from the concerned authorities, if the Promoters increase the residential floors in the Project, the FSI mentioned hereinabove may proportionately be increased. The Promoters shall utilize the remaining FSI available on the Development Land anywhere on the Development Land. The Promoters shall be also be entitled to avail TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various schemes as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future in case of modification to the Development Control Regulations, which are applicable to the Project. The Promoters have disclosed the Floor Space Index of 70975.97 sq.mtrs. as proposed to be utilized by them for construction and development of the Project and Allottee/s has/have agreed to purchase the said Apartment based on the proposed construction and development and sale of apartments to be carried out by the Promoters by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoters only. The Promoters shall utilize the remaining available Floor Space Index that may become available anywhere on the Development Land. The Promoters shall load the TDR/FSI available on payment of premium and Future FSI and / or FSI available as incentive FSI to the maximum extent possible on the Apex Land. The Promoters shall be entitled to the enhanced, future and estimated/projected/envisaged Floor Space Index, Premium Floor Space Index, development rights, development rights certificates, transferable development rights and other development potential, benefits, potential, yield, and/or advantages, and/or as may be available on any account whatsoever, and/or any other rights, benefits and/or any floating rights of any nature whatsoever, and by whatever name called, arising out of and/or available in respect of the Development Land including fungible FSI, additional FSI, special FSI, compensatory FSI, incentive FSI, paid FSI, that is, or may be, available, or acquired, under any Applicable Law, or otherwise howsoever, and/or arising pursuant to and/or by way of hand over and/or transfer, to any Governmental Authority or persons, of any reservations or any part/s of the Development Land. The use of Floor Space Index shall be at the discretion of the Promoters and be distributed and apportioned and utilized in respect of the Development Land. The Floor Space Index that may be generated on account of increased FSI due to change in Development Plan/ Development Control Regulations, government policy etc. shall also be used by the Promoters as deem fit and proper in respect of the Development Land as a separate phase, without affecting the Project.

- 7.2. It is agreed that if the FSI as disclosed is not consumed in full in the construction of the Building/ Project and if before the transfer of the Apex Land to the Apex Body, any further construction on the Apex Land is allowed in accordance with the Rules and Regulations of the local competent authority, then the Promoter 2 would be entitled to put up additional or other constructions in accordance with this Agreement and the RERA and without any hindrance by the Allottee/s and to sell the additional premises thus available on ownership basis or in any other manner and to receive and appropriate the price in respect thereof.
- 7.3. The Promoter 2 shall be entitled to consume additional FSI available under the Development Control Regulations or by any special concession granted by the Municipal Corporation and/or any other authority in respect of the FSI available in lieu of any reservations on the Project Land. The Promoter 2 shall be entitled to any increased/additional FSI which may be available in the future in respect of the Project Land as may be permissible under the Applicable Laws.

8. RIGHTS OF THE PROMOTERS:

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

roads, open spaces, gardens, infrastructure facilities recreation facilities and/or any other common facilities or the amenities to be provided in the Project / the Development.

- 8.5. The Promoters shall be entitled to make variations in the amenities and specifications, re-locations, water, power, sewage, other service and utility connection, facilities and underground water tanks, pumps, recreation areas and their dimension as the Promoters deem fit and as permitted under the relevant statutory rules and regulations and as per Applicable Laws.
- 8.6. The Promoter 2 shall have the right to designate and allot any space in the Apex Land /Project Land to third party service providers for the purpose of facilitating the provision and proper maintenance of utility services (including without limitation, electricity and telecommunication related services) availed by the allottees of all apartments and occupants of the Building.
- 8.7. The Promoter 2 shall also be entitled to designate/allot/lease any space in the Development Land/ Project Land to the Maharashtra State Electricity Distribution Company Ltd, (MSEDCL) or the Bombay Electric Supply and Transport Undertaking (BEST) or The Tata Power Company Limited (TATA) or such other entity as the Promoters may appoint for the purpose of installing a power sub-station with a view to service the electricity requirement in the Project Land/Development Land. The aforesaid designated spaces may be given to the relevant service provider either on leave and license basis or on leasehold basis and the Allottee/s shall have no objections regarding the same. It is clarified that the service providers will be entitled to operate from and out of such designated spaces even after the Project Land is transferred to the Apex Body.
- 8.8. It is expressly agreed that the Promoters shall always have a right and be entitled to put a hoarding/s on the Project Land/ Building/ Development Land/Apex Land including on the terrace and on the parapet wall of the Building and the said hoarding/s may be illuminated or comprising of sign/neon sign etc and for that purpose the Promoters are fully entitled to and authorized to construct or allow temporary or permanent construction or erection for installation either on the exterior of the Building or on the Project Land/ Development Land/Apex Land as the case may be and further the Promoters shall be entitled to use and allow third parties to use any part of the Building and the Project Land/ Development Land / Apex Land for installation of cables, satellite, communication equipment, cellular telephone equipment, radio, turnkey equipment, wireless equipment etc. The Allottee/s agree/s not to object or dispute the same. It is expressly agreed by the Allottee/s that the Promote 2, at their discretion, are entitled to transfer, assign and/or deal with or dispose of their rights under this clause to any person or persons.
- 8.9. The Promoters shall be entitled to put up appropriate signboards in the Project /Project Land/Development Land/Apex Land or any part thereof and to publish advertisements and other literature and notices relating to the development schemes and the construction of the Building and/or sale of the Building and apartments in the newspapers and other media.
- 8.10. The Promoters shall be entitled to construct site offices/sales lounge on the Project Land/Development Land and shall have the right to access the same at any time without any

restriction whatsoever irrespective of whether the Apex Land or any portion thereof is conveyed/ assigned to the Organization/ Apex Body and shall continue until the entire Apex Land has been developed.

- 8.11. As and when the circumstances may require or the Promoters may deem fit, the Promoters may introduce safety and security measures for protection of the Building, their occupants and their property, which shall be adhered to by the Allottee/s. These safety measures may be introduced by the Organization, as and when formed.
- 8.12. The Promoters shall have a first lien and charge in respect of the Apartment till such time that the Allottee/s has/have made full and complete payment of all monies payable under this Agreement.
- 8.13. The Promoters may at any time assign or transfer in whole or in part their rights and obligations in respect of the Project as per applicable laws.
- 8.14. The Allottee/s declare/s that he/she/it/they shall not have any objection to the Promoters creating a mortgage or charge of the Project/Project Land/Building in favour of any bank or financial institution or any other person. Provided that the mortgage shall be cleared by the Promoters at their own expenses and it will not affect the rights or interest of such Allottee/s. For the purpose of availing any loan in respect of the Project, the Promoters shall be entitled to create such security as they may deem fit including creation of a charge over the receivables from the Project.
- 8.15. The Promoters may complete any part, portion or floor of the Building and obtain part Occupation Certificate and give possession of apartment/s therein to the allottee/s of such apartments and the Allottee/s herein shall not be entitled to raise any objection thereto. If the Allottee/s take/s possession of the Apartment in such partly completed Building , part or portion or floor and the Promoters or its agents or contractors shall carry on the remaining work with the Allottee/s occupying his/her/their Apartment, then the Allottee/s shall not object to, protest or obstruct in the execution of such work.
- 8.16. The Promoters have the sole and absolute authority regarding any contracts, arrangements, memoranda and/or writings executed for the Project including appointment of any agency, firm or corporate body or person or any other organization or association to maintain and manage, control and regulate the Building or other such buildings in the Project /Larger Project including power and authority to collect the said outgoings, charges and other amounts for such period from the date of the Occupation Certificate of the Building or the Project/Larger Project as the Promoters may determine, for such consideration and on such terms and conditions as the Promoters may deem fit. With regard to the appointment of such external agency for management and maintenance the Allottee/s shall pay such charges and outgoings proportionate to their share and in accordance with the Applicable Laws.

- 8.17. The Promoters shall be entitled to call upon the Allottee/s to satisfy the Promoters either through the Allottee/s's banker's commitment or in such other manner as may be determined by the Promoter, with regard to the Allottee/s's financial and other capabilities to pay the Consideration amount, taxes, other charges and all other amounts as per the Agreement to the Promoters and to complete the sale and transfer of the said Apartment.
- 8.18. In the event of the Promoters having paid or being required to pay any amount by way of premium, betterment charges, development charges, transfer charges, etc. payable to any sanctioning authority or other authority or the Government of Maharashtra, then the same shall be reimbursed by the Allottee/s to the Promoters in proportion to the carpet area of the Apartment or otherwise as may be determined by the Promoters and non- payment of the same, shall constitute a breach of this Agreement.
- 8.19. Pursuant to conveyance of the habitable floors of the Building i.e. structure excluding the basements, stilts and podiums, in favour of the Organization, Organization shall be responsible for the operation and management and/or supervision of the Building (excluding the basements, stilts and podiums), in accordance with the provisions of this Agreement, the Allottee/s shall extend necessary co-operation and shall do necessary acts, deeds, matter, things as may be required in this regard in accordance with the provisions of this Agreement.
- 8.20. Pursuant to conveyance of the **Property to be Transferred to the Apex** (as defined hereinafter), in favour of the Apex Body, the Apex Body shall be responsible for the operation and management and/or supervision of the common areas of the Property to be Transferred to the Apex, in accordance with the provisions of this Agreement, the Allottee/s shall extend necessary co-operation and shall do necessary acts, deeds, matter, things as may be required in this regard in accordance with the provisions of this Agreement.
- 8.21. Post formation of the Organization, the Promoters shall continue to be entitled to such unsold apartments and to undertake the marketing, sale etc. of such unsold apartments. After the receipt of the Occupancy Certificate, the Promoters shall not be liable or required to bear and/or pay any amount by way of contribution, deposits, transfer fees/charges and/or non-occupancy charges, donation, premium any amount, compensation whatsoever to the Organization for the sale/allotment or transfer of the unsold apartments in the Building or in the Development Land. It is clarified that even after the formation of the Apex Body, the Promoters shall continue to be entitled to such unsold apartments and to undertake the marketing, sale etc. of such unsold apartments.
- 8.22. The Allottee/s is/are fully aware that the Larger Land is under development as a "layout proposal" and further residential/commercial development is proposed to be constructed on the remaining portion of the Larger Land by the Promoters or its assigns and the Allottee/s has/have no objection in regard to the same. The Promoters shall also be entitled to make changes to the plans and layout

of the Development Land/Larger Land, including changes to the type of buildings, height of buildings, amenities (including the Amenities), common areas, general lay out, etc. and the Allottee/s irrevocably consents to all such changes. The Allottee/s is/are aware that, subject to obtaining of requisite approvals from the concerned authorities, the Promoters shall have right to increase the floors/residential levels above 57th residential floor of the Building, for which the Promoters have the right to register with RERA the apartments/units above 57th residential floor, either as a separate real estate project or as a part of the Real Estate Project, and the possession/completion date of such separate real estate project may be at a different date, and the Allottee/s agree, confirm and undertake that the Allottee/s shall not raise any objection in this regard, at any time. The Promoters shall be entitled to construct multiple buildings having maximum permissible height by way constructing multiple floors on the balance portion of the said Larger Land/Development Land. For future development the layout of the said Larger Land may be modified/revised/amended without requiring the consent of Allottee/s and/or the society/limited company/ association of Allottee/s. The Allottee/s does hereby give his/her/it/their irrevocable consent for further development / construction of additional buildings by the Promoters and persons claiming through them on the Larger Land/Development Land (including all changes thereto as mentioned above or otherwise) as contemplated by Section 7 and 7A of Maharashtra Ownership Flats (Regulation of the Promotion of Construction, Sale, Management and Transfer) Act, 1963 and Rules framed thereunder.

8.23. The Promoter may complete any wing, part, portion or floor of the Building / the Project along with part amenities & facilities, and obtain occupancy certificate/part occupancy certificates and give possession of the said Apartment to the Allottee/s. The Promoters shall be entitled to carry on the balance construction work/activities in such building/wing/floor. The Allottee/s shall not object, protest or obstruct the execution of such balance construction work/activity.

8.24. The Promoter reserves the right to use the vehicular access road/pathway and/or part of the access road/pathway on the ground floor/level of the Project/Project Land and also the driveway of the parking/non-tower area on the Development Land, for the entry/exit of construction vehicles/other heavy vehicles, for completing the balance development of the Development Land and the Allottee/s shall not object, protest, dispute the same and/or cause any obstruction/hinderance for the use of the said access road/driveway by the Promoters, at any point in time.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTERS :

The Promoters hereby represent and warrant to the Allottee/s as follows:

- 9.1. The Promoters have the requisite rights to carry out development upon the Project Land as declared in the title report annexed to this Agreement and also have actual, physical and legal possession of the same for the implementation of the Project;
- 9.2. The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the Project;

- 9.3. The Promoter-2 represents and warrants that there are no encumbrances upon the Project or Project Land /Development Land except those disclosed in the title report and as disclosed to the Authority under RERA on its website;
- 9.4. The Promoter-2 represents and warrants that there are no litigations pending before any Court of law with respect to the Project or Project Land /Development Land except those disclosed herein and/or as disclosed to the Authority under the RERA on its website;
- 9.5. The Promoter-2 represents and warrants that all approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Building are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, Project Land and Building shall be obtained by following due process of law. The Promoters have been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the Project, Project Land, Building and common areas;
- 9.6. The Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/s created herein, may prejudicially be affected;
- 9.7. The Promoters have not entered into any agreements for sale or any other agreement / arrangement with any person or party with respect to the Project Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee/s under this Agreement;
- 9.8. The Promoters confirm that the Promoters are not restricted in any manner whatsoever from selling the said Apartment to the Allottee/s in the manner contemplated in this Agreement;
- 9.9. At the time of execution of the conveyance deed of the structure to the Organization, the Promoters shall handover lawful, vacant, peaceful, physical possession of the common areas of the Building (excluding basements and podiums) to the Organization. It is clarified that those common areas that are to be handed over to the Apex Body shall be held by the Promoters and shall be handed over to the Apex Body upon its formation in accordance with the timeline mentioned hereunder;
- 9.10. The Promoters have duly paid and shall continue to pay and discharge their respective undisputed governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the competent authorities;
- 9.11. The Promoter 2 represents and warrants that no notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the Project Land) has been received or served upon the Promoter 2 in respect of the Project Land, except those disclosed in the title report and as disclosed to the Authority under the RERA on its website.
- 9.12. The Promoter 2 shall make available a temporary internal road connecting LBS Marg to the proposed 18.3 metres wide DP Road, till the said 18.3 metres wide DP Road is free from all encroachments, for access to the said Larger Land from the LBS Marg. Once this 18.3 metres wide road is available for the access of the allottee/s the said temporary internal road connecting LBS Marg shall cease to be available for the use of the allottee/s of the Project and allottee/s of the Project shall not have any right pertaining to such temporary internal road connecting LBS Marg.

It is clarified that all representations and warranties shall be subject to the qualified disclosures made herein.

10. REPRESENTATIONS AND WARRANTIES OF THE ALLOTTEE/S:

The Allottee/s represent/s and warrant/s to the Promoters that:

- 10.1. He/she/it/they has/have not been prohibited from entering into this Agreement and/or to undertake the obligations, covenants etc. contained herein;
- 10.2. He/she/it/they has/have not been declared and/or adjudged to be an insolvent, bankrupt etc. and/or ordered to be wound up or dissolved, as the case may be;
- 10.3. No receiver and/or liquidator and/or official assignee or any person is appointed in the case of the Allottee/s or all or any of his/her/its/their assets and/or properties;
- 10.4. None of his/her/its/their assets/properties is attached and/or no notice of attachment has been received under any rule, law regulations, statute etc.;
- 10.5. No notice is received from the Government of India (either Central, State or Local and/or from any other Government abroad) for his/her/its/their involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/it/them;
- 10.6. No execution or other similar process is issued and/or levied against him/her/it/them and/or against any of his/her/its/their assets and properties;
- 10.7. He/she/it/they has/have not compounded payment with his/her/its/their creditors;
- 10.8. He/she/it/they has/have not been convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence not less than 6 (six) months;
- 10.9. He/she/it/they is/are not an undesirable element and/or will not cause nuisance and/or cause hindrances in the completion of the development of the Project Land and/or anytime thereafter and will not default in compliance with the terms of this Agreement including making any payments.
- 10.10. The Allottee/s is/are in a good financial position to pay the Consideration and the installments in the manner as stated in this Agreement without any delay or default and shall as and when called upon by the Promoters shall provide such security as may be required by the Promoters towards the payment of the Consideration and the Installments.

11. OBLIGATIONS OF THE ALLOTTEE/S:

- 11.1. The Allottee/s hereby agree/s and confirm/s that the Consideration shall be paid in accordance with the Instalments payable by the Allottee/s under these presents on the due dates (time being of the essence of this Agreement), without any delay or default and any default by the Allottee/s in this regard shall entitle the Promoters to enforce default remedies as set out hereunder.
- 11.2. The Allottee/s shall use the said Apartment or any part thereof only for residential purpose. He/ She/It/They shall use the garage or parking space only for purpose of keeping or parking his/her/its/their car.

- 11.3. The Allottee/s along with other allottee/s of apartments in the Building shall join in forming and registering the Organization as mentioned in this Agreement and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Organization and for becoming a member, including the bye-laws of the proposed Organization and duly fill in, sign and return to the Promoters within seven days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the common organization of allottee/s(s).
- 11.4. At the time of registration of conveyance of the structure of the Building the Allottee/s shall pay to the Promoters, the Allottee/s's share of stamp duty and registration charges payable, by the said Organization on such conveyance or any document or instrument of transfer in respect of the structure of the Building. At the time of registration of conveyance of the Larger Land, the Allottee/s shall pay to the Promoters, the Allottee/s's share of stamp duty and registration charges payable, by the said Apex on such conveyance or any document or instrument of transfer in respect of the Project land to be executed in favour of the Apex
- 11.5. The Allottee/s shall be entitled to avail of a loan from a bank/financial institution and to mortgage the said Apartment by way of security for repayment of the said loan to such bank/financial institution only with the prior written consent of the Promoter. Subject to the Allottee/s complying with its/his/their obligations hereunder, the Promoters shall grant its no-objection, whereby the Promoters shall express its no-objection to the Allottee/s availing of such loan and mortgaging the said Apartment with such bank/financial institution, provided however, the Promoters shall not be liable for repayment of the monies so borrowed by the Allottee/s and/or any monies in respect of such borrowings including interest and cost and provided further that such mortgage created in favour of such bank/financial institution in respect of the said Apartment shall not in any manner jeopardize the Promoter's right to receive the Consideration and other charges and to develop the balance of the Project Land. Such mortgage created in favour of such bank/financial institution shall be subject to the Promoter's first lien and charge on the said Apartment in respect of the unpaid amounts payable by the Allottee/s to the Promoters under the terms and conditions of this Agreement and subject to the other terms and conditions contained herein. The Promoters shall issue the said no-objection letter provided that the concerned bank/financial institution agrees to make payment of the Consideration of the said Apartment directly to the Promoters as per the schedule of payment of the Consideration amount provided in this Agreement. The Allottee/s agree/s to sign and deliver to the Promoters before taking possession of the said Apartment and also thereafter, all writings and papers as may be reasonably necessary and required by the Promoters including possession letter, electric meter, transfer forms and other papers, necessary and expedient for formation and registration of the Organization/Apex Body as mentioned hereinafter.
- 11.6. The Allottee/s shall permit the Promoters and their surveyors and agents with or without workmen and others at all reasonable times to enter into and upon the said Apartment or any part thereof for the purpose of making, repairing, maintaining, rebuilding, cleaning, lighting and keep in order

and good condition services, drains, pipes, cables, water connection, electric connections, wires, part structures, and other conveniences belonging to, serving or used for the Building and also for the purpose of laying down, maintaining, repairing and testing drainage, gas and water pipes and electric wires and for similar purpose and also for the purpose of cutting off the supply of water to the Apartment or any other apartment or the Building in respect whereof the Allottee/s or the occupier of any other said apartment as the case may be shall be in default in paying his/her/its/their share of the water charges and maintenance bill issued by the Promoters and/or the said Organization as the case may be.

- 11.7. The Allottee/s hereby agree/s/covenant/s that whenever any notice is received by the Allottee/s or by the Promoters from the Government/concerned local authority/any other public authority for payment of any GST or any other taxes /duties/levies with regard to Allottee/s's Apartment, then the Allottee/s undertake/s to pay the same immediately to the Promoter/Government as desired by the Promoter. The Allottee/s is/are aware that he/she/it/they is/are solely responsible, liable and bound to pay taxes levied by the Government/concerned local authority/any other public authority with respect to said Apartment purchased by the Allottee/s as stated above.
- 11.8. The Allottee/s also agree/s to reimburse to the Promoters the amounts which may be paid by the Promoters to the Government/concerned local authority / any other public authority on the Allottee/s's behalf.
- 11.9. Irrespective of disputes which may arise between the Promoters and the Allottee/s and/or the said Organization and / or the Apex Body (as the case may be) all amounts, contributions and deposits including amounts payable by the Allottee/s to the Promoters under this Agreement shall always be paid punctually by the Allottee/s to the Promoters and shall not be withheld by the Allottee/s for any reason whatsoever.

12. POSSESSION:

- 12.1. The Promoters shall give possession of the said Apartment to the Allottee/s on or before 30-December-2026 (the "Possession Date") provided all amounts due and payable by the Allottee/s herein including the Consideration have been paid in full and the Allottee/s have/has otherwise complied with the terms and conditions of this Agreement. The Promoters shall be entitled to a grace period of six months beyond the Possession Date. The Promoter shall endeavour to complete the construction of the Building/Project on or before the Possession Date. The Promoter may offer the possession of one phase of the Building i.e. upto 36 residential floors on or before the Possession Date herein and for the further floors above 36 residential floors on or before such date, as may be updated on the RERA website.

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

- 12.1.1. Any force majeure events -War (national or war between other nations or group), civil commotion, strikes, lockdown, epidemic, pandemic or any Act of God or by reason of any national or international happening or events and the resultant repercussions or it affects directly or indirectly to the date of offer of possession;
- 12.1.2. Any approval/permission, notice, order, rule, regulation, notification or directive of the Government, and/or any local or public or private body or authority and/or any other competent authority or any Court, or Tribunal or any quasi-judicial body or authority, which may adversely affect the development of the Development Land/Project Land/the Project;
- 12.1.3. Any delay on the part of any statutory/regulatory authority in giving any permissions, approvals, licenses, sanctions that may be necessary which may adversely affect the development of the Development Land/Project Land/the Project;
- 12.1.4. Any stay order / injunction order issued by any Court of Law, competent authority, regulatory authority, statutory authority which may adversely affect the development of the Development Land/Project Land/the Project;
- 12.1.5. Any other circumstances that may be deemed reasonable by the Authority under RERA;
- 12.1.6. Any delay caused due to changes in any law, rules, regulations, government policies, bye-laws, etc. of various statutory bodies/authorities affecting the development of the Development Land/Project Land/the Project.

13. PROCEDURE FOR TAKING POSSESSION:

- 13.1. The Promoters shall offer the possession to the Allottee/s in writing within 7 days of receiving Occupancy certificate in respect of the Building in which the Apartment is located. The Promoters upon obtaining the Occupancy Certificate from the competent authority and upon the full and timely payment made by the Allottee/s as per the Agreement, the Promoters shall offer possession of the said Apartment to the Allottee/s in writing (the "**Possession Notice**") in terms of this Agreement to be taken with 15 (Fifteen) days from the date of issue of such notice ("**Handover Date**"). The Allottee/s agree(s) to pay the Outgoings as determined by the Promoters or association of allottees, as the case may be from the date of receipt of the Possession Notice to the Allottee/s under this Clause.
- 13.2. The Allottee/s shall take possession of the said Apartment on or before the Handover Date i.e. within 15 (Fifteen) days of the written notice from the Promoters to the Allottee/s intimating that the said Apartment is are ready for use and occupancy.
- 13.3. From the date of receipt of the Possession Notice, the Allottee/s shall be liable to pay, from time to time, all Outgoings and charges mentioned in Clause 18 and anywhere else in this Agreement, to the Promoters on such date when the same are due and payable in the hands of the Allottee/s.
- 13.4. In the event, the Promoters completes the construction of the said Apartment and obtain the occupancy certificate/part occupancy certificate, prior to the Possession Date, in such an event, the Allottee shall take the possession of the said Apartment upon receiving intimation from the

Promoters by making the balance payment towards the Consideration, as per the Payment Plan in Seventh Schedule hereunder.

14. FAILURE OF ALLOTTEE/S TO TAKE POSSESSION OF THE SAID APARTMENT

- 14.1. Upon receiving a written intimation from the Promoter 1 as per clause 13.1, hereinabove, the Allottee/s shall within the time stipulated in Clause 13.1 hereinabove, take possession of the said Apartment from the Promoter 1 by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter 1 shall give possession of the Apartment to the Allottee/s. In case the Allottee/s fail/s to take possession within the time provided in clause 13, such Allottee/s shall continue to be liable to pay Outgoings and all other charges as applicable with respect to the said Apartment, as applicable and as shall be decided by the Promoters or the /Organization from the date of Possession Notice. Moreover, the upkeep, maintenance and internal condition of the said Apartment, from the date of the Possession Notice, shall be the responsibility and at the cost of the Allottee/s alone. The Promoters shall not be responsible for any wear and tear to the said Apartment which may occur after the date on which possession is offered. The Promoters shall not in any manner whatsoever be obligated to look after the upkeep, maintenance, and internal condition of the said Apartment on and from the date on which possession is offered.
- 14.2. It is clarified that though the Promoters are under no obligation to look after the upkeep, maintenance, and internal condition of the said Apartment, it may, at its sole discretion, incur expenses for the upkeep and maintenance of the said Apartment even after possession has been offered. The Allottee/s shall be liable to pay to the Promoter 1, compensation at the rate of INR 40/- per sq. ft. of the saleable/carpet area per month, for the upkeep/cleaning/maintenance of the said Apartment, undertaken by the Promoter 1, in the event the Allottee/s fails to take the possession of the said Apartment inspite of receiving the Possession Notice and several communications from the Promoter 1 in respect thereof, within the period stated by the Promoter 1 and as specified in this Agreement. Such compensation shall be payable in addition to the Outgoings and other charges payable by the Allottee/s. The Allottee/s agree that the said rate of compensation is a genuine and reasonable pre-estimate of the cost/damages incurred by the Promoters in case of the Allottee/s failure to take possession on time.
15. If within a period of 5 (Five) years from the Handover date, the Allottee/s brings to the notice of the Promoters any structural defect (excluding normal wear and tear) in the said Apartment or the Building in which the said Apartment is situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoters at its own cost and in case it is not possible to rectify such defects, then the Allottee/s shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under RERA. It is clarified that the Promoters shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee/s (including the Allottee/s appointing vendors/contractors) and/or any other allottee/s in the Building or acts of third party(ies) or on

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

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

17. DEFAULT AND CONSEQUENCES THEREOF:

- 17.1. If the Promoter 1 fails to abide by the time schedule for handing over the said Apartment to the Allottee/s, the Promoter 1 agree to pay to the Allottee/s, (upon receipt of a written notice from the Allottee/s who do/does not intend to withdraw from the Project), interest as specified in RERA rules, on the portion of the Consideration paid by the Allottee/ee/s, for every month of delay, till the handing over of the possession. Similarly, the Allottee/s agree/s to pay to the Promoters, interest at the specified as specified in the RERA Rule, on all the delayed payments which become due and payable by the Allottee/s to the Promoters under the terms of this Agreement from the date the said amount is payable by the Allottee/s to the Promoters. Further, the Allottee agree/s to pay to the Promoters Rs 1000/- (Rupees One Thousand only) per transaction, as charges towards dishonour of cheque/s issued towards payment of the Consideration, along with the applicable taxes, thereon.
- 17.2. Without prejudice to the right of Promoters to charge interest in terms of Clause 17.1 hereinabove and any other rights and remedies available to the Promoters under this Agreement, on the occurrence of a Default (defined in Clause 17.3 hereinbelow) the Promoters shall at their own option, may terminate this Agreement without any reference or recourse to the Allottee/s. **Provided** that, Promoters shall give notice of 15 (Fifteen) days in writing to the Allottee/s, addressing their intention to terminate this Agreement and of the specific breach(s) in respect of which it is intended to terminate the Agreement. If the Allottee/s fails to rectify the breach(s) mentioned by the Promoters within the period of notice then at the end of such notice period, the

Promoters shall be entitled to terminate this Agreement by issuance of a written notice to the Allottee/s.

Provided further that upon such termination and cancellation of this Agreement in the manner as stated in this Clause and without prejudice to the other rights, remedies and contentions of the Promoter, the Promoters shall be entitled to forfeiture of the Earnest Amount as per the terms of the Booking Application Form and/or any other amount which may be payable to Promoters as and by way of agreed genuine pre-estimate of liquidated damages and not by way of penalty. Upon registration of the deed of cancellation in respect of the said Apartment and upon resale of the said Apartment i.e. upon the Promoters subsequently selling and transferring the said Apartment to another allottee/s and receipt of the consideration thereon, the Promoters shall after adjusting the Earnest Amount and/or any other amount which may be payable to the Promoters, refund to the Allottee/s, the balance amount, if any, of the paid-up portion of the Consideration and after also deducting interest on any overdue payments, brokerage/referral fees, administrative charges as determined by the Promoters and exclusive of any indirect taxes, stamp duty and registration charges. Such refund, however, shall be made on the Allottee/s repaying the loan and producing no lien certificate from the concerned bank / financial institution/ housing finance company in respect of any loan availed by the Allottee/s on the said Apartment, if any. Further, upon the termination of this Agreement, the Allottee/s shall have no claim of any nature whatsoever on the Promoters and/or the said Apartment and the Promoters shall be entitled to deal with and/or dispose off the said Apartment in the manner it deems fit and proper.

17.3. Without prejudice to the right of the Promoters to charge interest at the under Clause 17.1 hereinabove, and any other rights and remedies available to the Promoter, if one or more of the events or circumstances set out in Clause 17.4 hereinbelow ("Event of Default") shall have happened, then the Promoters shall call upon the Allottee/s by way of a written notice to rectify the same within a period of 15 (Fifteen) days from the date thereof. If the Allottee/s fails to rectify such Event of Default within the notice, then the same shall be construed as a default ("**Default**").

17.4. The following shall be construed as an '**Event of Default**' on the part of the Allottee/s:

- (i) If the Allottee/s delay(s) or commit(s) default in making payment of any Installment/s as mentioned in Clause 3.4 hereinabove and in the Payment Plan hereunder or any other amount payable under this Agreement, including but not limited to taxes, cess, duties etc. or otherwise, including as set out in this Agreement;
- (ii) If the Allottee/s fails to take possession of the said Apartment within the stipulated time, despite receipt of the Possession Notice;
- (iii) If the Allottee/s commit(s) breach of any terms, conditions, covenants, undertakings and/or representations and/or warranties as given by him/her/it in this Agreement and/or any other writings and/or the terms and conditions of layout, /Commencement Certificate, N.O.C. and other sanctions, permissions, undertakings and affidavits etc.;

- (iv) If the Allottee/s has/have been declared and/or adjudged to be insolvent, bankrupt etc.;
- (v) If the Allottee/s is/are, convicted of any offence involving moral turpitude and/or sentenced to imprisonment for any offence for more than 6 (six) months;
- (vi) If a Receiver and/or a Liquidator and/or Official Assignee and/or Insolvency Resolution Professional is appointed for the Allottee/s or in respect of all or any of the assets and/or properties of the Allottee/s;
- (vii) If the Allottee/s has/have received any notice from the Government of India (either Central, State or Local) or any foreign Government for the Allottee's involvement in any money laundering or any illegal activity and/or is declared to be a proclaimed offender and/or a warrant is issued against him/her/them; and/or
- (viii) If any of the aforesaid have been suppressed by the Allottee.
- (ix) If the Allottee/s has/have defaulted to pay/repay any amount/EMI of housing loan (if any) in respect of the said Apartment to any bank/NBFC/financial institution and such bank/NBFC/financial institution has intimated the Promoters about the said default of the Allottee/s.

17.5. On the occurrence of an Event of Default/Default, the Promoters shall, without prejudice to any and all other rights and remedies available to it under law, be entitled (but not obliged) to exercise its rights as mentioned at Clauses 17.2 hereinabove. All the rights and remedies of the Promoter, including aforesaid rights and remedies of the Promoters are cumulative and without prejudice to one another.

17.6. The Allottee/s agree/s that in the event of termination of this Agreement by the Promoters as provided in this Agreement, and in the event of the Apartment being in the possession of the Allottee/s, then the Promoters shall forthwith be entitled to and have the right to re-enter upon the Apartment and the car parking space and resume possession of the same and the Allottee/s shall thereupon be liable to immediate ejection there from as trespasser.

18. OUTGOINGS:

18.1. On and from the date of the Possession Notice, the Allottee/s shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Apartment) of Outgoings including local taxes, betterment charges or development tax or security deposit for the purpose of giving water connection, drainage connection and/or electricity connection and any other charges of similar nature or such other levies by the concerned local authority and/or Government and also including water charges, insurance, common lights, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and maintenance charges, charges and fees payable to any third party/agency engaged by the Promoters as per this clause and all other expenses necessary and/or incidental to the management and maintenance of the Apex Land and the Project (collectively

referred to as **"Outgoings"**). In determining such proportionate share of the Allottee/s in the Outgoings the discretion of the Promoters shall be conclusive and binding upon the Allottees/s. Until the Organization is formed and the said structure of the Building (excluding basements and podiums) is transferred to it, the Allottee/s shall pay to the Promoter, such proportionate share of Outgoings pertaining to the Building as may be determined by the Promoter. The amounts so paid by the Allottee/s to the Promoters shall not carry any interest and remain with the Promoters until a conveyance of the structure of the Building (excluding basements and podiums) is executed in favour of the Organization as aforesaid. On such conveyance being executed for the structure of the Building (excluding basements and podiums), the deposits (less deduction provided for in this Agreement) shall be paid over by the Promoters to the Organization, as the case may be. Likewise until the Apex Body is formed and the Property to be Transferred to the Apex is so transferred and handed over, the Allottee/s shall pay to the Promoters Outgoings pertaining to the Property to be Transferred to the Apex. It is agreed that the betterment charges referred to hereinabove shall include the pro-rata charges which the Allottee/s may be called upon to pay to the Promoters in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric sub-station (if any), making and maintaining of internal roads and access, drainage, lay out and all other facilities from time to time, till the charge of the Property to be Transferred to the Apex handed over to the Apex Body. The Promoters shall be entitled, at its discretion to engage the services of any third party service provider for the purpose of maintenance and management of the Amenities and common areas forming part of the Project (or any part thereof) on such terms and conditions as the Promoters may deem fit. The decision of the Promoters in this regard shall be binding on the Allottee/s. The costs, charges, fees and expenses for availing such services from the third party forming part of the Outgoings shall be payable by the Allottee/s. It is clarified that the Promoters may (at its sole discretion) charge the outgoings (in respect of the Property to be transferred to the Apex) proportionately to the Allottee/s or alternatively to the Organization.

- 18.2. The Allottee/s shall on or before delivery of possession of the Apartment keep deposited with the Promoters certain amount (**"Other Charges"**) more particularly mentioned in Seventh Schedule hereunder written. The Other Charges paid by the Allottee/s to the Promoters shall not carry any interest. The Adhoc Maintenance Charges towards the Property to be Transferred to the Apex will remain with the Promoters until the Property to be Transferred to the Apex is conveyed/assigned/transferred and handed over to the Apex Body and shall not carry any interest.
- 18.3. The Allottee/s shall pay to the Promoter, a sum of Rs. NIL/- for meeting all legal costs, charges and expenses, including professional costs of the Attorney-at-Law/Advocates of the Promoters in connection with formation of the said Organization/Apex Body and for preparing its rules, regulations and bye-laws and the cost of preparing and engrossing the conveyance.
- 18.4. The Promoters shall maintain a separate account in respect of the sums received by the Promoters from the Allottee/s as advance or deposit, sums received on account of the share capital for the promotion of the Organization or towards the outgoings, and shall utilize the amounts only for the purposes for which they have been received.

19. ORGANIZATION AND APEX:

- 19.1. The Allottee/s along with other allottee(s) of other apartments in the Building shall join in forming and registering the society or association or a limited company or condominium to be known by such name as the Promoters may decide (Herein referred to as the "**Organization**"). The Allottee/s shall from time to time for this purpose of formation of Organization sign and execute the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Organization and for becoming a member, including the bye-laws of the proposed Organization and duly fill in, sign and return to the Promoters within 7 (seven) days of the same being forwarded by the Promoters to the Allottee/s, so as to enable the Promoters to register the common organization of the allottees. No objection shall be taken by the Allottee/s if any changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.
- 19.2. The Organization so formed shall admit all allottees of the Building as members in accordance with its constituent document.
- 19.3. The Promoter 1 shall submit relevant application for the purpose of formation of a society or an association or a limited company as the case may be of the Allottee/s along with the other allottee/s of the said Building to the competent authority in accordance with the applicable provisions read with the RERA and RERA Rules and regulation made thereunder.
- 19.4. The Promoters shall be entitled, but not obligated to, join as a member of the Organization in respect of the unsold apartments/units in the Building.
- 19.5. The Promoters shall, within three months from the date of issuance of the Occupancy Certificate in respect of the Building or within one month from the registration of the Organization, as aforesaid, whichever is later, cause to be transferred to such Organization all the right, title and the interest of the Promoters in the habitable floors of the said structure of the Building (excluding basements, stilts and podiums) in which the said Apartment is situated, vide a registered Deed of Conveyance.
- 19.6. If for any reason, prior to the completion of the Building and the disposal of all apartments, car parking spaces and other premises therein and the receipt by the Promoters of the Consideration of money receivable by them; a Deed of Conveyance or any other transfer deed is executed in favour of the Organization, then in that event the Promoters shall continue to have the right to construct and complete the Building and dispose of unsold premises / apartments therein and/or to make additional constructions on the Project Land and/or to sell and/or otherwise utilize or consume by carrying on construction on the same and for the said purpose utilize the unconsumed F.S.I. and/or the additional FSI which may arise or become available by way of TDR in respect of the same (as permissible under the RERA) and/or avail of any other benefits whatsoever which may arise or become available in respect of the Project Land or portion thereof under the existing Development Control Regulations or Building Bye-Laws or Rules or Regulations or under any

subsequent regulations or other relevant provisions of law and/or to receive the full consideration money becoming due in any of the events mentioned above.

- 19.7. The Promoter-2 shall have the right to incorporate and register a separate association/organization in respect of the Proposed Commercial Development (or part thereof), for the members of the Proposed Commercial Development.
- 19.8. The Promoters shall have the right to incorporate and register an apex body (hereinafter referred to as "**Apex Body**") in respect of the Apex Land (or part thereof) within a period of three months from the date of receipt of the occupancy certificate of the last building which is to be constructed in the layout of the Apex Land. The Promoters shall within three months from the date of issuance of the occupancy certificate of the last building which is to be constructed in the layout of the Apex Land, transfer/convey to the Apex body all the right, title and the interest of the Promoters in the entire undivided or inseparable land underneath all buildings of the Development Land and the Proposed Commercial Development Property and any other structures/buildings along with structures of basements, stilts and podiums constructed in a layout, jointly or otherwise, on the Apex Land (hereinafter referred to as the "**Property to be Transferred to Apex**") vide a registered conveyance. It is clarified that all common areas which are part of the **Property to be Transferred to the Apex** shall (subject to what is stated in Sixth Schedule hereunder written in respect of Amenities) be shared by all the allottee/s and/or members within the Apex Land. There will be certain common areas which shall also be shared between the allottees within Development Land and the owners of the Proposed Commercial Development Property.
- 19.9. At the time of registration of the Deed of Conveyance for the said Building (excluding basements and podiums), the Allottee/s shall pay to the Promoter, the Allottees' share of stamp duty and registration charges payable by the Organization on such transfer in respect of the said Buildings (excluding basements and podiums) in favour of the Organization by the Promoter. At the time of registration of the conveyance of the Property to be Transferred to the Apex in favour of the Apex Body by the Promoter 1, the Allottee/s shall pay to the Promoters, the Allottees' share of stamp duty and registration charges payable by the said Apex Body on such document to be executed in favour of the Apex Body.
- 19.10. Notwithstanding the foregoing instead of forming Societies/Limited Companies and Apex Bodies, the Promoters may, at their sole discretion, submit the Project and/or the Development to a condominium as per the provisions of the Maharashtra Apartments Ownership Act, 1970.

20. COVENANTS OF THE ALLOTTEE/S:

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

- 20.1. The Allottee/s shall not interfere or obstruct, in any manner, in any work of development or construction on the Development Land and the Promoters alone shall have full control, absolute authority and say over the unallotted areas, roads, open spaces, gardens, infrastructure facilities,

recreation facilities and/or any other common facilities or the amenities to be provided in the Project Land till the same is transferred to the said Organization/Apex Body and the Allottee/s shall have no right or interest in the enjoyment and control of the Promoters in this regard till the same is transferred to the said Organization/Apex Body;

- 20.2. To maintain the said Apartment at Allottee/s's own costs in good tenantable repair and condition from the date of possession of the said Apartment and shall not do or suffer to be done anything in or to the Project in which the said Apartment is situated against the rules, regulations or bye-laws of concerned local authority and/or the said Organization and / or the Apex Body/Federation (as the case may be) or change/alter or make addition in or to the Project in which the said Apartment is situated and the said Apartment itself or any part thereof without written consent of the local authorities, if required;
- 20.3. Not to store in the said Apartment any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the said the Building in which the said Apartment is situated or storing of which goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages which may damage or are likely to damage the staircase, common passages or any other structures of the Building in which the Apartment is situated, including entrance of the Building in which the said Apartment is situated and in case any damage is caused to the Building in which the said Apartment is situated on account of negligence or default of the Allottee/s in this behalf, the Allottee/s shall be liable for the consequences of the breach;
- 20.4. To carry out at his/her/its/their own costs all internal repairs to the said Apartment and maintain the Apartment in the same conditions, set and order in which it was delivered by the Promoters to the Allottee/s and shall not do or suffer to be done anything in or to the Building or the said Apartment which may be against the rules and regulations and bye-laws of the concerned local authority or other public authority In the event of the Allottee/s committing any act in contravention of the above provision, the Allottee/s shall be responsible and liable for the consequences thereof to the concerned local authority and/or other public authority;
- 20.5. Not to demolish or cause to be demolished the said Apartment or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the said Apartment or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the said Apartment is situated and shall keep the portion, sewers, drains and pipes in the said Apartment and the appurtenances thereto in good tenantable repair and condition, and in particular, so as to support shelter and protect the other parts of the building in which the said Apartment is situated and shall not chisel or in any other manner cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the said Apartment without the prior written permission of the Promoters and/or the said Organization as the case may be ;

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

- 20.14. The Allottee/s shall observe and perform all the rules and regulations which the Organization/Apex may adopt at its inception and the additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said Apex Land / Project/Building and the apartments therein and for the observance and performance of the Rules, Regulations and Bye-laws for the time being of the concerned local authority and of Government and other public bodies. The Allottee/s shall also observe and perform all the stipulations and conditions laid down by the said Organization/Apex regarding the occupancy and use of the said Apartment in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other out-goings in accordance with the terms of this Agreement. The Allottee/s shall adhere to, comply with and follow the fit out manuals and house rules issued by the Promoters for carrying out interior/internal works. The said fit out manual and house rules will be given to the Allottee/s on handover/possession of the said Apartment;
- 20.15. Till the transfer/conveyance of the habitable floors of the Building i.e. structure excluding basements, stilts and podiums, in which the said Apartment is situated, is executed in favour of the said Organization, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the Project Land or any part thereof to view and examine the state and condition thereof;
- 20.16. Till a conveyance of the Project Land on which the building in which the Apartment is situated is executed in favour of the Apex Body or Federation, the Allottee/s shall permit the Promoters and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said Larger Land or any part thereof to view and examine the state and condition thereof;
- 20.17. The Allottee/s shall not be entitled to change the name of the Project and/or the Development. The Allottee/s shall not remove the signage of the Promoters anywhere from the Project/Project Land/Apex Land.
- 20.18. The Allottee/s shall make payment towards formation and registration of the said Organization/Apex Body and for meeting all legal costs, charges and expenses including professional costs of the Advocates of the Promoters in connection with preparation of the conveyance etc., it being agreed that the Promoters shall not be required to give details of these expenses;
- 20.19. Not to change the external colour scheme or the pattern of the colour of the Building;
- 20.20. Not to change exterior elevation or the outlay of the Building;
- 20.21. Not to fix any grill to the said Apartment, Building or windows except in accordance with the design approved by the Promoters;

- 20.22. The Allottee/s shall not make any changes to the said Apartment which may result in the area of the said Apartment increasing or decreasing in any manner whatsoever and the Allottee/s covenant/s that the area of the said Apartment shall remain the same as it was at the time of handing over possession of the said Apartment;
- 20.23. The Allottee/s at no time shall demand partition of his/her/its/their interest in the said Apartment and/or Building and/or the Project Land and shall not ask for any independent rights, access in the Building and/or Project Land. It is being hereby agreed and declared by the Allottee/s that his/her/its/their said interest is inseparable/indivisible;
- 20.24. Not to relocate the original location of main door and shall not cover or fill ducts and also not to change the location of toilet, kitchen, any plumbing lines in the said Apartment and A/c units at any point of time;
- 20.25. Not to shift or alter the position of either the kitchen, the piped gas system or the toilets which would affect the drainage system of the said Apartment or the Building or any part thereof in any manner whatsoever;
- 20.26. Not to carry out any unauthorized changes/addition in the said Apartment and cover/fill up/raise the level of the area of the flowerbed/s, balconies, deck, if any, with debris, blocks, tiles or any such material and shall not enclose the flowerbed/s, balconies and/or deck area within any room in the said Apartment and shall not conceal the pipes passing through the portion of the flowerbed/s, balconies and/or deck and shall not do any such filling which could lead to excess load on the slab of the flowerbed/s or balconies or deck portion which is adjoining any room of the said Apartment or otherwise whatsoever.,
- 20.27. Not to use the Apartment as a guest house or let out for the purpose of guest house or setup office or the likes or any other purpose other than for residence;
- 20.28. Not to display at any place in the Building any bills, posters, hoardings, advertisement, name boards, neon signboards or illuminated signboards nor stick or affix pamphlets, posters or any paper on the walls of the Building or common areas and facilities therein or in any other place in the Project Land or the Building or on the window, doors and corridors of Building provided however that the name/sign plate/board of the Allottee/s may be permitted to be displayed on or near the main entrance of the Apartment and where the car parking slot/s allotted to the Allottee/s is/are situate;
- 20.29. To park all vehicles including visitors' vehicles in the allotted/ designated parking lots only as may be prescribed by the Promoters and not at any other place. The Allottee/s shall use the Car Parking Space (allotted parking lots) only for purpose of keeping or parking cars. The Allottee/s agree/s that there shall be no unauthorized usage of allotted car parking space/garage;

- 20.30. Not to obstruct, cause or permit any form of obstruction whatsoever whether by way of depositing or leaving any article, item or thing of whatsoever nature, movable or otherwise, within the said Apartment or in or on the common stairways, corridors and passageways in the Building and/or any part of the lay-out of the Project Land;
- 20.31. Not to construct a loft and/or mezzanine floor in the said Apartment irrespective of any approval, sanction or even if permissible under any statute and not to do any such act, deed or thing that shall tantamount to consumption/violation of Floor Space Index (FSI) of the said Apartment or any part thereof;
- 20.32. Not to do any such act, deed or thing that shall amount to consumption of additional FSI or violation of Development Control Rules and Regulations for Greater Mumbai;
- 20.33. To use the passenger lifts in the Building or any part thereof for the period and in accordance with the rules and regulations framed in that regard, from time to time. The Allottee/s shall not cause any damage to the lifts, staircases, common passages or any common facilities or any other parts of the Building or any part thereof including the said Apartment;
- 20.34. The Promoters shall be entitled to inspect all interior works carried out by the Allottee/s. In the event the Promoters find that the nature of interior work being executed by the Allottee/s is/are harmful to the said Apartment or to the structure, facade and/or elevation of the Building or any part of the Building then, the Promoters can require the Allottee/s to stop such interior work and the Allottee/s shall stop such interior work at once, without raising any dispute;
- 20.35. The Allottee/s will ensure that the debris from the interior works are dumped in an area earmarked for the same and will be cleared by the Allottee/s, on a daily basis, at no cost to the Promoters and no nuisance or annoyance to the other allottee/s or occupiers of the Building. All costs and consequences in this regard will be to the account of the Allottee/s;
- 20.36. The Allottee/s shall ensure that the execution of interior works in the Apartment is carried on only between 8 a.m. to 2 p.m. and 4 p.m. to 7 p.m. on all days of the week except Sundays;
- 20.37. The Allottee/s will further ensure that the contractors and workers (whether engaged by the Allottee/s) during execution of the interior work do not dump any material (waste or otherwise) of whatsoever nature either in the toilet, waste water line or soil line or in any other place other than those earmarked for the same. Any damage caused to the structure / wall /ceiling /flooring due to which there are any complaints of any leakages/seepage in the adjoining or flat below the said Apartment, then the Allottee/s shall at his/her/its/their sole costs and expenses rectify the same;

- 20.38. The Allottee/s shall ensure that the contractors and workers, do not use or spoil the toilets in the said Apartment or in the Building or any part of the Building or anywhere else on the Project Land and use only the toilets earmarked by the Promoters for this purpose;
- 20.39. All materials brought into the said Apartment for carrying out interior works will be at the sole cost, safety, security and consequence of the Allottee/s and that the Promoters will not be held responsible for any loss/theft/damage to the same and the Allottee/s duly indemnify/indemnifies the Promoters in this regard;
- 20.40. If during the course of carrying out interior works, any workmen sustain injuries of whatsoever nature, the same will be insured and taken care of, attended to and treated by the Allottee/s at the Allottee/s's own cost, and that the Promoters will not be held responsible for the same and the Allottee/s shall duly indemnify the Promoters in this regard. All liabilities and damages arising out of such injury will be borne and paid by the Allottee/s alone and the Allottee/s duly indemnify/indemnifies the Promoters in this regard;
- 20.41. During the execution of interior works, if any of the Allottee/s' contractor/workmen/agents/representatives misbehaves or is found to be in a drunken state, then the said contractor / workmen/ agents / representative will be removed forthwith and will not be allowed to re-enter the said Apartment or the Building or any part of the Project Land. Further, the Allottee/s shall be responsible for acts of such persons and the Allottee/s shall duly indemnify the Promoters in this regard;
- 20.42. The Allottee/s shall ensure that common passages/ common areas are not obstructed or damaged during works or thereafter;
- 20.43. If, after the date on which the Allottee/s has/have taken possession of the said Apartment, damage, of whatsoever nature (not due to defect in construction envisaged hereinabove), is caused to the said Apartment and/or other units/areas in Building or any part of the Building, neither the Promoters nor their contractor(s) will be held responsible for the cost of reinstating or repairing the same and that Allottee/s alone will be responsible for the same and the Allottee/s shall duly indemnify the Promoters in this regard;
- 20.44. The Allottee/s confirm/s that the Promoters have given full, free and complete inspection of documents of title in respect of the Project Land and the Allottee/s confirm/s that he/she/it/they has/have entered into this Agreement after inspecting all relevant documents and the Allottee/s has/have inspected the Title Certificate issued by the Advocates & Solicitors of the Promoter;
- 20.45. The Allottee/s has/have confirmed and assured the Promoters prior to entering into this Agreement, that he/she/it/they has/have obtained legal advice and read and understood the RERA as well as MOFA (to the extent applicable) and its implications thereof in relation to the various provisions of this Agreement. The Allottee/s is/are entering into this Agreement for the allotment

of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the transaction, the Project Land and the Building. The Allottee/s hereby undertake/s that he/she/it/they shall comply with and carry out, all the requirements, requisitions, demands and repairs which are required by any Development Authority/ Municipal Corporation /Government or any other competent authority in respect of the said Apartment at his/her/its/their own cost and keep the Promoters indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs;

20.46. It is also understood and agreed by the Allottee/s hereto that the any space in front of or adjacent to the terrace apartment known as Pocket Terrace in the Building, if allotted, alongwith the said Apartment shall belong exclusively to the respective allottee/s of the terrace apartment and such terrace spaces are intended for the exclusive use of the respective terrace allottee/s;

20.47. The amenities/furniture and fixtures displayed in the sample apartment are only for display and the Promoters are not required to provide the same to the Allottee/s.

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

20.49. With reference to the electrical appliances and white goods (if any), such as air conditioners, modular kitchen, chimney, water purifier, water heater, etc. provided (if any) by the Promoter, the Allottee shall maintain the same at his/her own cost. The Promoters shall not be liable for any break downs or defects thereof, in any manner. In case of any problem/issue, the Allottee/s shall directly pursue the concerned manufacturer/agency for getting the same repaired/replaced/resolved.

20.50. Post possession of the said Apartment by the Allottee the Allottee/s agree/s that if the Promoters needs to lay any air conditioner, ducting line, electricity cable and/or any other cable for telephone, television, CCTV cameras, dish antennas or any other services from the walls of the said Apartment to any other premises in the Building, then in that event, the Allottee/s shall allow the Promoters to do so, without raising any objection of whatsoever nature for the same.

20.51. In case of the Allottee/s being a Non-Resident Indian/Non- Resident Indians, he/she/they agree/s that in respect of all remittance for acquisition / transfer of the said Apartment and any refund, transfer to security etc. shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable law. It shall be the sole responsibility of the non-resident / foreign national of Indian origin / foreign national / foreign companies to abide by the same. The Promoters shall not have any responsibility in this regard and the Allottee/s alone shall be responsible for non-compliance with any such laws;

20.52. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the parties that the Promoters shall be entitled to utilize and enjoy, either personally or through any nominee/s, all area or areas forming part of the Apex Land, as properly as may be available, from time to time, including areas reserved for public utility including recreation, etc., by utilizing the same as the Promoters may deem fit and the Promoters will be entitled inter alia to construct recreation centre, health club, club house, etc., and carry on such other activity or activities, as the Promoters may desire, on professional and/or commercial basis and the ownership of such construction and structures including right to own, manage, run and conduct such area/s or structure/s or with right to transfer or assign benefit thereof and to recover and appropriate consideration received there from including from the day to day business thereof, shall be that of the Promoters alone exclusively and the Allottee/s shall have no right thereto, either in his/her individual capacity or through the Organization. The Allottee/s hereby declare and confirm for the sake of clarity that the ownership of all such area/s and construction by way of recreation centre, health club, library or club house, etc., shall belong to the Promoters alone exclusively and the Allottee/s shall have no right to the same, in any manner whatsoever.

20.53. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law, of the said Apartment or of the Building or Project or the Project Land or any part thereof. The Allottee/s shall have no claim save and except in respect of the Apartment hereby agreed to be sold to him/her/it/them and all open spaces, parking spaces, lobbies, staircases, terraces recreation spaces, will remain the property of the Promoters until the said structure of the Building (excluding the basements and the podiums) is transferred to the Organization or other body and until the Property to be transferred to Apex and the Apex Land is transferred to the Apex Body /Federation as herein mentioned;

20.54. The Allottee/s shall not enclose the car parking space/s, if any, allotted to them, in any manner whatsoever.

20.55. In the event of any Tax liability, levies and any other imposts/impositions that may be levied by the Central / State Government or any local or statutory authorities or bodies in relation to the Agreement for Sale and/or the consideration payable under the said Agreement and/or in respect of the said Apartment, then in such an event, the Allottee/s shall, within 7 (seven) days of receipt of a written demand, made to you by the Promoters, pay and/or reimburse such amount of tax/imposts/impositions (as the case may be) to the Promoters, without any delay or demur and the Allottee/s shall indemnify and keep us fully indemnified the Promoters in respect of the non-payment or delayed payments thereof.

20.56. The Allottee/s shall enter upon, occupy, possess and enjoy the said Apartment as per the terms of the Agreement for Sale. The Allottee/s agree, confirm and undertake to comply with the following terms, during the period of any work of making furniture and/or work of interior refurbishing etc., carried out in the said Apartment: -

- (i) Any internal work in the said Apartment including making of furniture and fixtures and/or interior decorations shall be at the Allottee/s own costs, charges and expenses and strictly in accordance with the terms and conditions of this Agreement for Sale and subject to the compliance of all statutory rules and regulations. Allottee/s shall, at his/its/their own cost and expenses, make good the damage, if any, caused to the Building, common areas, passage and staircase, etc. during the course of furnishing the said Apartment.
- (ii) Allottee/s shall, under no circumstances, carry out any work related to interior / furniture in the common areas such as lift landing, staircase, parking spaces, any open spaces and / or refuge areas etc.
- (iii) Allottee/s shall not, in any manner whatsoever, make any structural changes which may affect the R.C.C. frame structure of the Building.
- (iv) Allottee/s shall under no circumstances cover / enclose the service duct areas and further, Allottees shall not convert the same into storeroom or servants' room, etc.
- (v) Allottee/s shall not do any act, deed, matter or thing which shall disturb the internal and/or external elevation of the Building. Allottee/s shall also not do any act which will change/alter the external façade and/or common areas of the Building.
- (vi) Allottee/s shall not change the outside colour scheme or coating of the Building.
- (vii) Allottee/s shall not install any grills outside the windows and hence undertake not to install or affix any grills outside the windows/window sills.
- (viii) Allottee/s shall not keep any plants in pots or any other objects on the outer side of the windows or on the parapets/chajjas and shall not do anything which may cause discoloration or disfiguration or any damage to the Building.
- (ix) Allottee/s shall not cover any chajjas/terraces/balconies or construct any structure or poles or pergolas or trellis on the chajjas/terraces/balconies.
- (x) Allottee/s shall not fix external unit of split A.C. outside the elevation. Any such external unit of split A.C. shall be located only on the inner side of the duct/space specifically provided for split A.C.
- (xi) The Allottee/s alone shall be liable and responsible for any damage that may be caused to the said Apartment or to the adjoining flat/s or on the upper or lower floors or to the Building, due to any act or omission on the part of the Allottee/s in carrying out such changes and you will indemnify and keep the Promoters indemnified of, from and against all costs, charges and expenses and consequences arising due to such act or omission.
- (xii) Allottee/s will use only the service elevator for carrying all furniture and goods.
- (xiii) Allottee/s will inform the Promoters, in writing, the names and number of workmen who will be authorized to enter the said Apartment, in case of any work to be carried out or undertaken.
- (xiv) Allottee/s will be responsible or any theft/damage of material which are being brought to the Building / said Apartment, by the Allottee/s or their contractor, agent, workers, etc. In case of any accident, of any nature, caused either to the Allottee/s workmen/agents or any other person, the Promoters shall not be responsible for the same.
- (xv) Allottee/s' workers/labourers/agents shall be checked by the security staff while going in and coming out of the Building. Allottee/s' workmen and agents shall not do or permit to be carried out any work of interior decoration, renovation, furniture making or any other allied work between 7.00 P.M. till 9.00 A.M. in the said Apartment and nuisance shall not be caused, at any time, to occupants of the other flats/premises in the Building. Allottee/s workmen shall leave the Building at 06.00 P.M. everyday.
- (xvi) Allottee/s and their workmen and agents shall not do or permit to be carried out any work of interior decoration, renovation, furniture making or any other allied work, which would

create any nuisance, disturbance on all days between 01.00 P.M. till 03.00 P.M. and the entire day on Sundays & Public Holidays and nuisance shall not be caused at any time to the occupants of other flats and other premises in the Building.

- (xvii) Allottee/s are required to make suitable arrangements for removal of debris. In case the debris is not removed, we shall do the same and debit Rs. 5,000/- (Rupees Five Thousand only) for each truck trip for removal of debris, to the Allottee/s' account.
- (xviii) Allottee/s will not raise any objection to the terms and conditions contained in diverse agreements made or to be made between the Promoters and purchasers of the other flats and premises comprised in the Project.
- (xix) In case of any complaints are received from occupants of the Building, in respect of leakage, nuisance, etc. from the said Apartment, the Promoter's staff, security and authorized personnel will have the right to visit the said Apartment, after giving reasonable notice to the Allottee/s.

20.57. The Allottee/s agree and confirm that the Promotes and their staff, security, servants, agents and authorized personnel will have full right and absolute authority to access and enter upon or remain in the Project, for the purpose of carrying out and completing the development of and construction on the remaining portion of the Project.

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

20.59. The Allottee/s have agreed to pay proportionate share in the taxes, ground rent (if any), water taxes, electricity charges, all expenses for maintenance of the said Apartment and the Project and all outgoings, whatsoever, as may be determined by the Promoters, until the Organization/Apex Body takes charge and control of management of the Project. The account of such amounts and corpus funds shall be rendered to the Organization or Apex Body as the case may be.

20.60. The Allottee/s are aware that all electricity bills, from date of Possession Notice, shall be paid by the Allottee/s and the Allottee/s will not hold the Promoters responsible for any consequences arising of non-payment thereof.

20.61. The Allottee/s agree and undertake to follow and abide by the rules and regulations that have been made as also those which shall be made hereafter, from time to time, by the Promoters and/or the Organization/Apex Body in charge of maintaining and/or providing common facilities in the Project. The Allottee/s shall maintain proper code of conduct and discipline in the Project and give every possible co-operation to the Promoters and/or any other person or body that may have been appointed by the Promoters, in that behalf, in maintaining cleanliness and good atmosphere in the Project, for the better enjoyment of the common facilities by all the occupants of the Project.

20.62. The Allottee/s hereby declare, confirm and covenant that, in the event the Allottee/s transfer/sell the said Apartment and/or their right, title and/or interest in respect thereof, in favour of any person, to the extent and as permitted hereunder, they shall obtain an undertaking to the similar effect from any all such purchasers/transferees and in the event of their failing to do so, the Promoters or the Organization shall be entitled to refuse the transfer of the said Flat, in favour of such prospective purchasers/transferees.

20.63. Further, the Allottee/s undertake that, if they give the said Apartment on Lease/Leave and License, they shall inform the Promoters in writing and also obtain the necessary POLICE VERIFICATION of the licensee/lessee and submit a copy of the same to the Promoters/Organization.

20.64. The Allottee/s are aware that, the Promoters can permit one or more FTTH operators or service providers to provide fiber to the home service or the service delivered through FTTH such as voice, data (internet), Video and other value added services within the Project, with a service agreement for maximum 15 years and a minimum period of 1(one) year from the date of signing of such agreement/MOU (memorandum of understanding) with the operators or the service providers. Such arrangement shall continue for the same period as mentioned in such agreement/MOU, even after formation of the Organization/Apex. All the services delivered through the FTTH network will be by the respective service providers as per the applicable terms and conditions, including tariffs, by the service provider. The Allottee/s shall approach the concerned service provider for delivery of services or any issues related to services delivered through the FTTH network.

20.65. As regards the formation of the Organization /Apex Body, the same shall be formed upon receipt of all dues from all the Allottee/s in the Project.

20.66. Notwithstanding what is contained herein to the contrary, it is expressly agreed between the Parties that the Promoters shall be entitled to utilize and enjoy, either personally or through any nominee/s, all area/s forming part of the Building/Project Land/ Development/Development Land and/or said Larger Property, as per their discretion, from time to time, including areas reserved for public utility including recreation, etc., by utilizing the same as the Promoter may deem fit, and the Promoter will be entitled interalia to construct recreation centre, health club, club house, etc., and carry on such other activity/ies, as the Promoter may desire, on professional and/or commercial basis and the ownership of such construction and structures, including right to own, manage, operate, and conduct such area/s or structure/s or with the right to transfer or assign benefit/s thereof and to recover and appropriate consideration received therefrom, including from the day to day business, shall be that of the Promoter alone and the Allottee/s shall have no right or say thereto, either in his/her individual capacity or through the Organisation of the allottee/s. The Allottee/s doth hereby declare and confirm for the sake of clarity that the ownership of all such area/s and construction by way of recreation centre, health club, library or club house, etc., shall belong to the Promoter exclusively and the Allottee/s shall have no right in the same, in any manner whatsoever.

These covenants shall be binding on the Allottee/s and shall be operative even after the formation of the Organization/Apex Body.

21. It is agreed between the Parties that, if the Allottee/s intend to visit the under construction Project then he/she/it/they shall make a written request to the Promoters for a site visit and the Promoters shall within seven(7) working days from receipt of request, intimate the Allottee/s the date and time for such visit. However, it shall be the sole discretion of the Promoters to allow /disallow such site visits. The Allottee/s shall accordingly be entitled to site visit on the date and the time as intimated by the Promoters accompanied by site staff of the Promoters and the Allottee/s agree/s to follow all the safety precautions during the site visit. It is further clarified that, no children below the age of 15 years shall be allowed to enter the site. The Allottee/s hereby undertake not to hold the Promoters responsible for any loss or damage or harm incurred or suffered by the Allottee/s or any person accompanying the Allottee/s, due to negligence or wrongful acts or otherwise, during the site visit.

22. PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE

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

23. BINDING EFFECT:

If the Allottee/s fail/s to execute and deliver to the Promoters, this Agreement within 30 (thirty) days from the date of its receipt by the Allottee/s and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoters, then the Promoters shall be entitled (but not obligated) to serve a notice to the Allottee/s for rectifying the default, which if not rectified within 15 (fifteen) days from the date of its receipt by the Allottee/s, application of the Allottee/s shall be treated as cancelled and the Consideration paid by the Allottee/s (excluding the advance amount and any other amount payable by the Allottee/s to the Promoters) shall be returned to the Allottee/s without any interest or compensation whatsoever, after deducting therefrom such amounts/charges as agreed hereinabove.

24. STAMP DUTY AND REGISTRATION:

24.1. All costs, charges and expenses, including stamp duty and registration charges of this Agreement and/or any other writing or documents in furtherance of this Agreement shall be borne and paid by the Allottee/s alone. If any stamp duty over and above the stamp duty already paid on this Agreement, including the penalty, if any, is required to be paid or is claimed by the Superintendent of Stamps/Collector of Stamps or concerned authority, the same shall be borne and paid by the Allottee/s alone. The Promoters shall not be liable to contribute anything towards the same nor shall the Allottee/s hold the Promoters liable and/or responsible towards the said liability. The

Allottee/s shall indemnify the Promoters against any claim from the stamp authorities or other concerned authorities in respect of the said stamp duty including penalty if any, to the extent of the loss or damage that may be suffered by the Promoter. The Allottee/s shall also fully reimburse the expenses that may be incurred by the Promoters in consequences of any legal proceeding that may be instituted by the authorities concerned against the Promoters or vice versa for non-payment and/or under payment of stamp duty by the Allottee/s.

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

25. NOTICES:

25.1. All notices to be served on the Allottee/s and the Promoters as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/s or the Promoters by Registered Post A.D. / Courier and notified Email ID at their respective addresses as specified in the Seventh Schedule hereunder written.

25.2. It shall be the duty of the Allottee/s and the Promoters to inform each other of any change in address subsequent to the execution of this Agreement in the above address by registered post failing which, all communications and letters posted at the above address shall be deemed to have been received by the Promoters or the Allottee/s, as the case may be.

25.3. In case there are Joint Allottees, all communications shall be sent by the Promoters to the Allottee whose name appears first and at the address given by him/her/it/them which shall for all intents and purposes be considered as properly served on all the Joint Allottee/s.

26. PROPERTY TAXES:

26.1 Until formation of society/Association, the Property Tax as determined from time to time, shall be borne and paid by the Allottee/s on and from the Handover Date, separately from any of other consideration / levy / charges, etc. After formation of the society/Association, the property tax as determined from time to time, shall be borne and paid by the society/Association. The said amount shall be paid by the Allottee/s or the society/Association (as the case may be) on or before 30th April of each financial year, based on the estimate provided by the Promoters/facility management agency, which shall be provided on or before 15th April of the relevant financial year. If the Allottee/s or the society/Association fail to make the property tax on or before 30th April of each financial year, the Allottee/s and/or the society/Association shall be liable to pay interest as levied by the concerned Authorities together with late payment charge amounting to 5% (five per cent). The Promoters shall not be responsible for any penalty / delay / action on account of such property tax amount payable to the authority and the same shall entirely be to the account of the Allottee/s and/or the society/Association.

27. NOMINEE :

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

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

28. BUILDING PROTECTION DEPOSIT:

28.1. The Allottee/s shall pay the Building Protection Deposit (if applicable) to the Promoters, as may be determined by the Promoters, at the time of possession.

28.2. The Building Protection Deposit shall be returned to the Allottee/s after completion of fit-out / interior work by the Allottee/s, if any, and subject to the possession policy and permissible changes policy of the Promoters.

28.3. The Allottee/s hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Allottee/s shall notify the Promoters about completion of all fit-out or interior works in the said Apartment. On receiving this notification, the Promoters 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 Allottee/s are in adherence to permissible changes policy then the Building Protection Deposit shall be returned.

28.4. In the event any violations are observed by the Promoters' representatives / nominees then same shall be intimated to the Allottee/s and the Allottee/s shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his cost and risk.

28.5. In the event the Allottee/s fails to do the same, then the Promoters shall get the same rectified at cost and risk of the Allottee/s. The Allottee/s shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.

28.6. The Promoters / facility management agency shall be entitled to date the said cheque and deposit the same for recovery of the amount the Allottee/s shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Allottee/s hereto provides unconditional and irrevocable consent to the

Promoters to insert date on the cheque, as per its sole discretion and the Allottee/s has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Allottee/s, the Promoters/facility management agency shall raise bills / invoices on the Allottee/s and the Allottee/s undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Allottee/s refrain/s from paying the additional amount, the same shall be adjusted from the common area maintenance charges duly paid by the Allottee/s and shall be reflected as arrears and shall be claimed from the Allottee/s by the society/association/Apex Body, when the same is formed.

29. INDEMNITY:

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

30. DISPUTE RESOLUTION AND GOVERNING LAWS:

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

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

31. METHOD_OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Allottee/s has to make any payment, in common with other Allottee/s in the Project/Development, the same shall be in proportion to the carpet area of the said Apartment to the total carpet area of all apartments in the Development/Rejuve 360.

32. GENERAL PROVISIONS:

- 32.1. This Agreement and all annexures as incorporated into this Agreement by reference, constitute the entire agreement between the Parties hereto and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Promoters, any agent, employee or representative of the Promoters or any other person including, without limitation, arising out of any marketing material including sales brochures, models, photographs, videos, illustrations, provided to the Allottee/s or made available for the Allottee/s's viewing. This Agreement shall form the only binding agreement between the Parties hereto subject only to the terms and conditions contained herein and this Agreement fully supersedes and replaces any previous agreements concerning the Apartment between the Parties hereto.
- 32.2. This Agreement may only be amended in writing with the consent of all the Parties hereto.
- 32.3. The invalidity of any term, conditions or stipulation of this Agreement shall not affect the validity of the remaining terms, conditions or stipulations of this Agreement or the validity of the Agreement itself.
- 32.4. If any provision of this Agreement shall be determined to be void or unenforceable under RERA or the Rules and Regulations made thereunder or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the RERA or the Rules and Regulations made thereunder or the Applicable Law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 32.5. Wherever in this Agreement it is stipulated that the Allottee/s has/have to make any payment, in common with other allottee/s in the Project, the same shall be in proportion to the carpet area of the Apartment to the total carpet area of all the apartments in the Project.
- 32.6. No failure to exercise or delay in exercising or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- 32.7. It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent allottee/s of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.
- 32.8. If there is more than one Allottee named in this Agreement, all obligations hereunder of such Allottees shall be joint and several.
- 32.9. The Parties hereto agree that they shall execute, acknowledge and deliver to the other, such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this

Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

32.10. This Agreement shall always be subject to the provisions of RERA and the rules and regulations made thereunder and to the other Applicable Laws.

32.11. The Allottee/s and/or Promoters shall present this Agreement as well as the conveyance at the proper registration office of registration within the time limit prescribed by the Registration Act and the Promoters will attend such office and admit execution thereof.

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

SCHEDULES HEREINABOVE REFERRED:

FIRST SCHEDULE

Part A

Description of the said Properties

All those pieces or parcels of land bearing CTS No. 706 B/A, CTS No. 706 B/B, CTS No. 706 B/C, CTS No. 706 B/D, CTS No. 706 B/E, CTS No. 706 B/F, CTS No. 706 B/G, CTS No. 706 B/H and CTS No. 706 B/J, CTS No. 710A, CTS No. 712A, CTS No. 723, C.TS. No. 762A and C.TS No.763A admeasuring in the aggregate about 1,01,139.40 sq. mtrs. situate, lying and being at Village Nahur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On or towards the North by: land bearing CTS No. 554A, 554B, 554C, 554D and 554E
On or towards the South by: land bearing CTS No. 730B, 730C, 728B, 731B, 758A, 764/1
On or towards the West by: LBS Marg
On or towards the East by: land bearing CTS No. 709A

Part B

Description of the said Larger Property

All those pieces or parcels of land bearing CTS Nos. 706/ B/A admeasuring 5170.60 sq.mts, CTS No. 706/ B/B (part) admeasuring 36981.80 sq.mts , CTS No. 706/B/C admeasuring 750 sq.mts, CTS No. 706/B/D (part) admeasuring 20920.90 sq.mts, CTS No. 706/B/E admeasuring 5274.90 sq.mts, CTS. 706/ B/F admeasuring 10657.80 sq.mts, CTS 706/B/G admeasuring 646 sq.mts, CTS 706 B/H admeasuring 1715.10 sq.mts, CTS 706 B/J admeasuring 2357.50 sq.mts CTS No. 710A (part) admeasuring 5705.20 sq.mts, CTS No. 712A admeasuring 1273.50 sq.mts, CTS No. 723 admeasuring 1219.40 sq.mts, admeasuring in the aggregate about 92,672.70 sq. mtrs. situate, lying and being at Village Nahur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On or towards the North by: land bearing CTS No. 554A, 554B, 554C, 554D and 554E
On or towards the South by: Nirmal Nagar
On or towards the West by: LBS Marg
On or towards the East by: land bearing CTS No. 709A

SECOND SCHEDULE

Description of the Development Land

All those pieces or parcels of land bearing CTS Nos bearing CTS Nos. 706-B/B (Pt.), 706-B/C (Pt.), 706-B/D (Pt.), 706-B/E (Pt.), 706-B/F (Pt.), 710A (Pt.), 712A (Pt.) admeasuring in the aggregate about 26,667 sq. mtrs. situate, lying and being at Village Nahur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On or towards the North by: 18.30 m DP Road
On or towards the South by: Proposed Rejuve 360 TOWER- B
On or towards the West by: Wing H (Proposed-Commercial Building)
On or towards the East by: Layout RG

THIRD SCHEDULE

Description of the Project Land

All those pieces or parcels of land bearing CTS Nos Part 706-B/D, Part 706-B/E, Part 710 A, Part 712 A, admeasuring in the aggregate about 1219.21 sq. mtrs. situate, lying and being at Village Nahur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On or towards the North by: 18.30 m DP Road
On or towards the South by: Proposed Rejuve 360 TOWER- B
On or towards the West by: Wing H (Proposed-Commercial Building)
On or towards the East by: Layout RG

FOURTH SCHEDULE

Description of the said Apartment

Apartment bearing no. 5301 admeasuring 96.290 square meters carpet area equivalent to 1036.450 square feet carpet area on 53rd floor of "T01" of the Building known as "Rejuve-360" Tower A on the Project Land more particularly described in the Second Schedule hereinabove written, alongwith 2 Single Car Parking Spaces at P1 Level having parking number/s 019 & 020.

FIFTH SCHEDULE

Description of the Apartment Facilities

Specifications of Apartment
Natural Imported Marble flooring in living, dining and passage (Natural marble may have inherent natural imperfection. This is natural and to be viewed as natural beauty)
Vitrified tiles flooring in Master bedroom and other Bedroom-NITCO/KAJARIA/JOHNSON/RAK/EURO/Or Equivalent

Vitrified tile flooring in kitchen -NITCO/KAJARIA/JOHNSON/RAK/EURO/Or Equivalent
Vitrified / ceramic antiskid tiles in toilet flooring-NITCO/KAJARIA/JOHNSON/RAK/EURO/Or Equivalent
Vitrified / ceramic tiles on Dado for all toilets-NITCO/KAJARIA/JOHNSON/RAK/EURO/Or Equivalent
Ceramic tiles below counter and vitrified tile Dado above kitchen platform upto two feet height-NITCO/KAJARIA/JOHNSON/RAK/EURO/Or Equivalent
Granite platform, stainless steel sink with faucet FRANKE / NIRALI/HINDWARE/NEELKANTH/JAYNA or Equivalent
Vitrified/ ceramic antiskid in Balcony / Utility Balcony-NITCO/KAJARIA/JOHNSON/RAK/EURO/Or Equivalent
Sanitary ware and CP fittings in toilets - KOHLER / JAQUAR / AMERICAN STANDARD / ROCA /GROHE Or Equivalent
Glass partitions in Master toilets
Mirror above basin in toilets
Powder Coated Aluminium framed windows
Wooden frames for main door, bedroom and toilet doors.
Main door in veneer finish, all internal doors in laminate finish
Facilities in Apartment
Exhaust Fan provisions in Kitchen and exhaust fan in all toilets
Sprinkler and Gas Leak detector in Kitchen
Provision for split A/C in Bedrooms. Split AC in Living room : Carrier/ LG / Samsung / Hitachi / Toshiba / Blue Star
Instant type Geyser in toilets -BAJAJ/ HAVELLS/ RACOLD/AO SMITH/JAQUAR or Equivalent (excluding servant toilets)
Hot and cold water in washbasin and shower in toilets (Excluding servant toilets)
Water inlet and outlet provision and one electric point for washing machine in kitchen/ dry balcony
Intercom facility, provision for voice and data
Facilities in Common areas
FTTH for following integrated application
- IP CCTV Surveillance
- Provision for plug in by multiple data and voice service provider
- IP VDP
- RFID boom barrier
High speed elevators of reputed brands
Separate Service Lift
Firefighting system with hydrant and Sprinklers, FAPA system
Power backup for lift and emergency lighting

Rainwater harvesting system
STP Treated water for flushing and landscaping
Grand and well-appointed entrance lobby and Landing Lobby

SIXTH SCHEDULE

Description of the Amenities and Common Areas

Club House Amenities- Stilt 1 Level (Indoor)
Club House Reception
Multi-purpose Hall (Option - Multipurpose Hall with provision for Yoga/ Aerobics/ Zumba Activity)
Indoor Badminton Courts
Squash Court
Indoor Multi-games Room
Table Tennis Room
Billiards/ Snooker/ Pool Table
Spa & Wellness Centre *
Toddler's Soft Play Area
Business Lounge
State-of-the-art Gymnasium
Indoor Café*
Tennis Court
Pavilion
Herb Garden
Party Deck with Pool View
Kids Outdoor Play Area
Outdoor Fitness Station
Reflexology Path & Senior Citizen Area
Pool Deck & Cabana
Alfresco Dining Space with Barbeque
Swimming Pool with Kids' Pool
In-pool Lounge
Aqua Fitness Station
Hot Spring and Water Cascade

***Provision for Space**

SEVENTH SCHEDULE

(Details of payments made by the Allottee/s, Payment Plans, Other Charges)

1	Consideration	Rs. <u>2,93,37,213/- (Rupees Two Crore Ninety Three Lakh Thirty Seven thousand Two hundred Thirteen Only)</u> excluding GST & other applicable tax
2	Earnest Money	Rs. <u>29,33,721/- (Rupees Twenty Nine Lakh Thirty Three thousand Seven hundred Twenty One Only)</u> being <u>10%</u> of the Consideration (excluding GST & other applicable tax/es)
3	The Bank Account details of the Promoter for the purpose of making payment by the Allottee/s	Account no. 57500000058664
4	Rebate for early payments at the sole discretion of the Promoter	NIL % of equal Instalments payable by the Allottee/s.
5	Notices to be served at the respective addresses	<p>ALLOTTEE/S Name of Allottee/s: <u>Mr. Vaibhav Ashok Kadam, Mrs. Rajoshi Banerjee,</u> Address: <u>1705, Marathon Monte Vista, Opp Tel Exchange, Off LBS Road, Madan Mohan Malviya Road Mulund West, Mumbai - 400080, Maharashtra, India</u> Notified Email ID: <u>banerjeerajoshi@gmail.com</u></p> <p>PROMOTER 1 Name: Elevated Avenue Realty LLP Registered 4th Floor, the Metropolitan, E Block, Bandra Kurla Complex, Bandra (East), Mumbai - 400051, Maharashtra, India CRM Office Correspondence Address: Ground Floor, A.M.Naik Tower, Gate no. 3, JVLR, Powai, Mumbai 400072 Notified Email ID: feedback@larsentoubro.com</p> <p>PROMOTER 2 Name: Nirmal Lifestyle Developers Private Limited Address: Nirmal Lifestyle, L.B.S. Marg, Mulund (West), Mumbai- 400 080 Notified Email ID: roc@nirmallifestyle.com</p>
6	PAN details	(i) Promoter 1 – AAEFL7465N (ii) Promoter 2 – AACCN7366D (iii) Allottee's PAN - <u>AQUPK2490A, ALJPB0601N,</u>
7	Nominee Details	Name/s: <u>Anayra Vaibhav Kadam</u> Address: <u>1705, Marathon Monte Vista, Opp Tel Exchange, Off LBS Road, Madan Mohan Malviya Road Mulund West, Mumbai - 400080, Maharashtra, India</u> Relationship with the Allottee/s: <u>Daughter</u> PAN details : <u>OMKPK1292L</u> Aadhaar Card : <u>896103535667</u>

PAYMENT PLAN

Sr. No	Description	Amount (Rs)
1	Application Money (AM)	5,71,428.57
2	Earnest Money	23,62,292.73
3	After execution of Agreement	14,66,860.65
4	On Completion of P3	14,66,860.65
5	On Completion of 7 Podium Slabs	14,66,860.65
6	On Completion of 5th Floor Slab	29,33,721.30
7	On Completion of 15th Floor Slab	14,66,860.65
8	On Completion of 25th Floor Slab	29,33,721.30
9	On Completion of 35th Floor Slab	29,33,721.30
10	On Completion of 45th Floor Slab	14,66,860.65
11	On Completion of Terrace Slab	14,66,860.65
12	On completion of the walls internal plaster, flooring doors and windows of the said apartment	14,66,860.65
13	On completion of sanitary fittings, staircases, lift well,lobbies upto the floor level of the said apartment	14,66,860.65
14	On completion of external plumbing, and external, plaster, elevation, terraces with waterproofing of the building or wing in which the said apartment is located	14,66,860.65
15	On completion of lifts, water pumps, electrical fittings, electro-mechanical and environment requirement, entrance lobby/s, plinth protection, paving of areas, appertain and all other requirements as may be, prescribed in the agreement of the sale	29,33,721.30
16	On Receipt of OC	14,66,860.65
	Total	2,93,37,213.00

OTHER CHARGES

Sr. No.	Particulars	Amount
(i)	Share Application Money	Rs. 600/-
(ii)	Advance Adhoc Maintenance Charges towards the respective Phase I Residential Building for 18 Months	Rs. 99,158/-
(iii)	Advance Adhoc Maintenance Charges towards the Property to be Transferred to the Apex for 18 Months	Rs. 99,158/-
(iv)	Club House Charges	Rs. 300,000/-
(v)	Infrastructure charges	Rs. 593,250/-

SIGNED AND DELIVERED)
by the within named **PROMOTER-1**)
Elevated Avenue Realty LLP)
Through its Director / Authorized Signatory)
_____)
In the presence of..)
1.)
2.)

SIGNED AND DELIVERED)
by the within named "**Promoter-2**")
Nirmal Lifestyle Developers Private Limited)
Through its Constituted attorney)
Elevated Avenue Realty LLP)
Authorized Signatory)
_____)
In the presence of..)
1.)
2.)

SIGNED AND DELIVERED)
by the within named "**Allottee/s**")
Mr. Vaibhav Ashok Kadam (PAN AQUPK2490A))

Mrs. Rajoshi Banerjee (PAN ALJPB0601N))
_____)
in the presence of ...)
1.)
2.)

LIST OF ANNEXURES

Annexure Nos.	Particulars
Annexure A	Authenticated Copy of the Registration of the Project with the Maharashtra Real Estate Regulatory Authority
Annexure B	Copy of the Certificate of Title issued by MDP & Partners dated 08.11.2019
Annexure C (colly.)	Authenticated Copies of the Property Card or 7/12 Extract or any other relevant revenue record
Annexure D	Authenticated Copy of the Layout Plan as approved by Municipal Corporation of Greater Mumbai
Annexure D1	Layout Plan showing proposed Future Development
Annexure E (colly.)	Authenticated Copy of the plan of the said Apartment agreed to be purchased by the Allottee/s as approved by the concerned local authority
Annexure E1	Floor Plan showing Ancillary Area/s
Annexure F (colly.)	Copy of I.O.D. & C.C. issued by Municipal Corporation of Greater Mumbai

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ANNEXURE - A



Maharashtra Real Estate Regulatory Authority

REGISTRATION CERTIFICATE OF PROJECT FORM 'C'

[See rule 6(a)]

This registration is granted under section 5 of the Act to the following project under project registration number :
P51800023075

Project: **REJUVE 360 - TOWER A, Plot Bearing / CTS / Survey / Final Plot No.: CTS NO. PART 706-BB, PART 706-BD, PART 706-BE, PART 710A, PART 712A at Kurla, Kurla, Mumbai Suburban, 400080;**

- L&T Avenue Realty Lip** having its registered office / principal place of business at Tehsil: **Mumbai City, District: Mumbai City, Pin: 400001.**
- This registration is granted subject to the following conditions, namely:-
 - The promoter shall enter into an agreement for sale with the allottees;
 - The promoter shall execute and register a conveyance deed in favour of the allottee or the association of the allottees, as the case may be, of the apartment or the common areas as per Rule 9 of Maharashtra Real Estate (Regulation and Development) (Registration of Real Estate Projects, Registration of Real Estate Agents, Rates of Interest and Disclosures on Website) Rules, 2017;
 - The promoter shall deposit seventy percent of the amounts realised by the promoter in a separate account to be maintained in a schedule bank to cover the cost of construction and the land cost to be used only for that purpose as per sub- clause (D) of clause (I) of sub-section (2) of section 4 read with Rule 5;
OR
That entire of the amounts to be realised hereinafter by promoter for the real estate project from the allottees, from time to time, shall be deposited in a separate account to be maintained in a scheduled bank to cover the cost of construction and the land cost and shall be used only for that purpose, since the estimated receivable of the project is less than the estimated cost of completion of the project.
 - The Registration shall be valid for a period commencing from **25/11/2019** and ending with **30/12/2026** unless renewed by the Maharashtra Real Estate Regulatory Authority in accordance with section 5 of the Act read with rule 6.
 - The promoter shall comply with the provisions of the Act and the rules and regulations made there under;
 - That the promoter shall take all the pending approvals from the competent authorities
- If the above mentioned conditions are not fulfilled by the promoter, the Authority may take necessary action against the promoter including revoking the registration granted herein, as per the Act and the rules and regulations made there under.



Signature valid
Digitally Signed by
Dr. Vasant Premnand Prabhu
(Secretary, MahaRERA)
Date:19-12-2023 17:38:44

Dated: 19/12/2023

Place: Mumbai

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

ANNEXURE B

MDP

MDP & PARTNERS
ADVOCATES & SOLICITORS
HIGH COURT ROAD, ADVOCATE CHAMBERS
PUNJABI STREET, A-4, 1ST FLOOR
VILAS Vihar, PRADEEP SOCIETY
MUMBAI-400 001, UDAKRUHI MANSION
TILAK TRUST

Ref: MDP/AP/HM/RD/2768/4233/2019

3rd November, 2019

TO WHOMSOEVER IT MAY CONCERN

CERTIFICATE OF TITLE

Re: All those pieces or parcels of land bearing:

- I. CTS Nos. 706 B/A (part), 706 B/B (part), 706 B/C, 706 B/D (part), 706 B/E, 706 B/F, 706 B/G, 706 B/H and 706 B/I (admeasuring in the aggregate 62,000 sq. mtrs.) ("Property 1")
- II. CTS No. 706B/D (part) (admeasuring 1089 sq. mtrs.) ("Property 2")
- III. CTS No. 710A (part) and CTS No. 712A (part) (admeasuring in the aggregate 5306 sq. mtrs.) ("Property 3")
- IV. CTS No. 723 (admeasuring 1219.4 sq. mtrs.) ("Property 4")
- V. CTS Nos. 706 B/A (part), 706 B/B (part) and 706 B/D (part) (admeasuring in the aggregate 31,525 sq. mtrs.) ("Property 5")
admeasuring in the aggregate about 101,139.4 sq. mtrs. situate, lying and being at Village Nahur, Taluka Kuria, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District more particularly described in the Schedule hereunder (hereinafter collectively referred to as the "Properties")

1. DEVOLUTION OF TITLE:

1.1 Property 1

- A. On the basis of photocopies of all the documents provided to us (hereinafter referred to as "Documents" for the sake of brevity) the devolution of title in respect of the said Property 1 (as defined hereinafter) is as follows:
- (a) By and under a Deed of Settlement dated 14th January, 1973, executed by and between Ratansay Karsondas and others as the "Transferors" and the then trustees of Bafna Charitable Trust (hereinafter called the "said Trust") as the "Transferees" and registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. 1617/1971, the said Trust became the owner of and

became well and sufficiently seized and entitled, *inter alio*, to various pieces or parcels of land or ground as more particularly stated therein (for the sake of brevity hereinafter referred to as "the said property" which included the said Property 1) situate, lying and being at Village Nahur in Taluka Kuria, District Bombay Suburban, within Greater Bombay and in the Registration Sub-District of Bandra.

- (b) The said Trust applied for the said property to be transferred in its name in the record of rights i.e. 7/12 extracts by way of Mutation Entry No. 622 dated 29th April, 1973, and accordingly the name of the Trust is shown as 'Kajedar' in the record of rights as maintained by the revenue authorities.
- (c) Thereafter, the Trust made an application to the Charity Commissioner for entering the said property in the Public Trusts Register as a property of the aforesaid Trust. After following the due process and enquiry, the said property was entered in the Public Trusts Register vide the order dated 15th July, 1976 passed in Change Report Inquiry No. 440/1974.
- (d) The Deputy Charity Commissioner, Greater Bombay Region, the then competent authority under the Urban Land (Ceiling and Regulation) Act, 1976 ("ULC Act"), vide its order dated 27th April, 1978 granted exemption in respect of the said property held by the Trust under section 19(1)(iv) of the ULC Act, to hold and possess the same for the object of the Trust.
- (e) By and under an Agreement dated 10th June, 1979, the said Trust had agreed to give agency to sell the flats on the said property being constructed by the Trust, to one M/s. Hira Housing Agency, as per the terms and conditions as contained therein and the said M/s. Hira Housing Agency were to pay certain consideration as and by way of advance towards the cost of the property to the Trust. However, M/s. Hira Housing Agency having failed to comply with the terms of payment, the said Trust issued a notice to M/s. Hira Housing Agency for termination of the said Agreement. Subsequently, on mutual consent, a

<p>Member of LAAP Lawyer Registered Mumbai-400 001</p>	<p>MUMBAI (Head Office) 1st Floor, 11/12, B. Road, 2nd W. Road, Prabhakar Road Bandra East, Mumbai - 400 001 E: law@mdpandpartners.com</p>	<p>DELHI (Associate Office) A-17B, I. O. B. Scheme Colony New Delhi - 110 023 E: delhi@mdpandpartners.com</p>
<p>T (91) 22 2768 4233 • T (91) 22 2768 4233 • F: 91 22 268 4899 • W: www.mdpandpartners.com</p>		

MDP

ADVOCATES & SOLICITORS

CONTINUATION SHEET NO.

Supplementary Agreement dated 28th April, 1983 was executed between M/s. Hira Housing Agency and the Trust on certain revised terms.

- (f) The descendants of one Mahadu Patil claimed rights as Kuf in respect of the said property and the name of Jaywant Jagannath Joma Patil, one of the descendants, had been entered into the record of rights i.e. 7/12 extracts as the Kuf. The said Jaywant Jagannath Joma Patil had filed a suit against the said Trust before the City Civil Court at Bombay being Suit No. 8031 of 1984, details whereof have been provided under the caption "Litigations" in this Certificate of Title.
- (g) The said Trust has obtained the approval for the layout of the said property from the Municipal Corporation of Greater Mumbai ("MCGM"), vide its letter dated 3rd February, 1998, and as per the triangular method of calculation carried out by the MCGM for the purposes of sanction of layout the area of the said property of about 62,000 sq. mtrs.
- (h) Housing Development And Infrastructure Limited (formerly known as Housing Development and Improvement India Private Limited) (hereinafter referred to as "the Owners/HDIIL") had entered into an Agreement dated 2nd September, 2003, with the said Trust to purchase the lands described therein i.e. the said Property 1, from the said Trust at and for a consideration of Rs. 17,00,00,000/- (Rupees Seventeen Crores only). The said Property 1 agreed to be purchased by the Owners was only a part of the said property described under the Deed of Settlement dated 14th January, 1971. The said Agreement records the various terms and conditions and the Owners paid an amount of Rs. 4,25,00,000/- (Rupees Four Crores Twenty Five Lakhs only) as earnest money.
- (i) Vide an application dated 15th September, 2003, it appears that the said Trust applied to the Charity Commissioner, Maharashtra State, Bombay to grant permission to the said Trust, under section 26(1) of the Bombay Public Trusts

Act, 1950 for the sale of the said Property 1 more particularly described in the Agreement dated 2nd September, 2003 to the Owners.

- (j) By and under an Agreement dated 31st October, 2003, made and entered into between Hira Housing Services and one M/s. Nahur Residence Developers, the said M/s. Nahur Residence Developers had purchased and/or acquired all the rights that the said Hira Housing Services had under the said Agreement dated 15th June, 1979, read with the Supplementary Agreement dated 28th April, 1983, entered into between the said Hira Housing Services and the said Trust at and for the consideration and on the terms and conditions therein stated.
- (k) The Charity Commissioner, Maharashtra State, Bombay vide his order dated 27th April, 2004, in application No. 1-4/93/2003 permitted the Trust to sell the said Property 1 to the Owners.
- (l) By and under the Deed of Conveyance dated 1st October, 2004 registered with the office of the Sub-Registrar of Assurances at Bandra, under Serial No. 10485/2004, the said Trust conveyed and/or transferred the said Property 1 to the Owners.
- (m) It appears in the premises above, the Owners are the owners of or are otherwise well and sufficiently entitled to the said Property 1 admeasuring about 62,000 sq. mtrs. or thereabouts as per the earlier property cards, being all that piece and parcel of land or ground situated at Village Nahur, Taluka Kuria District Bombay Suburban within Greater Bombay and in the Registration Sub-District of Bombay Suburban, forming part of Property 1.
- (n) By and under various agreements made and entered into between the descendants of Mahadu Patil, (hereinafter called the "said Patils") and one M/s. East-End Constructions, the said M/s. East-End Constructions acquired and/or purchased the right, title and interest of the said Patils as Kuf/tenants or otherwise, into or upon the said Property 1:

- a. Vide the Articles of Agreement dated 15th November, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12141/2004 executed between (1) Jayawant alias Vijay Jagannath Patil, (2) Jayashree Jayawant Patil, (3) Nilesh Jayawant Patil, (4) Nilesh Jayawant Patil and (5) Neeta Charan Patil (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein); the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, all their undivided right, title and interest as Kul in the said Property 1.
- b. Vide the Articles of Agreement dated 25th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12142/2004 executed between (1) Malad Laxman Patil, (2) Babu alias Rajesh Laxman Patil, (3) Dattu alias Kunda Laxman Patil, (4) Sujata Laxman Patil, (5) Pushpa Laxman Patil, (6) Ashok Baburao Patil, (7) Hira Ashok Patil, (8) Dinesh Ashok Patil, (9) Harshela Ashok Patil, (10) Swati Ashok Patil, (11) Viki Ashok Patil, (12) Sarita Sudhakar Patil, (13) Sameer Sudhakar Patil, (14) Jayshree Mohan Patil, (15) Mohan Baburao Patil, (16) Aarti Mohan Patil, (17) Veena Mohan Patil and (18) Vanshree Mohan Patil (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein); the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, all their undivided right, title and interest as Kul in the said Property 1.
- c. Vide the Articles of Agreement dated 11th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12143/2004 executed between (1) Arun Narayan Patil, (2) Nanda Arun Patil, (3) Amit Arun Patil, (4) Chetana Arun Patil (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein); the said Patils had agreed to sell, assign, convey or otherwise transfer to the

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Developers, all their 1.04% undivided right, title and interest as Kul in the said Property 1.

- d. Vide the Articles of Agreement dated 9th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12144/2004 executed between (1) Narayan Manik Patil, (2) Vinod Narayan Patil, (3) Sunita Vinod Patil, (4) Vaibhav Vinod Patil, (5) Parag Vinod Patil, (6) Mangesh Narayan Patil, (7) Chandrakant Narayan Patil, (8) Varsha Chandrakant Patil, (9) Harsha Chandrakant Patil, (10) Prabhakar Manik Patil, (11) Malini Nandkumar Patil (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein); the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, all their 35.63% undivided right, title and interest as Kul in the said Property 1.
- e. Vide the Articles of Agreement dated 9th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12145/2004 executed between (1) Deubai Govind Patil, (2) Digambar Govind Patil, (3) Bhanumat Digambar Patil, (4) Kavita Vilas Koli, (5) Meghashree Digambar Patil and (6) Ashwina Digambar Patil (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein); the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, all their 12.5% undivided right, title and interest as Kul in the said Property 1.
- f. Vide the Articles of Agreement dated 9th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12146/2004 executed between (1) Manohar Ganpat Patil, (2) Manjine Manohar Patil, (3) Ajit Manohar Patil, (4) Sulabha Manohar Patil, (5) Tushar Manohar Patil, (6) Pragati Manohar Patil, (7) Madhukar Ganpat Patil, (8) Manisha Madhukar Patil, (9) Darshana Madhukar Patil (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein);

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- the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, all their 7.35% undivided right, title and interest as Kul in the said Property 1.
- g. Vide the Articles of Agreement dated 17th August, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12147/2004 executed between Revatibai Vasant Kent (referred to as the "said Kent" therein) and M/s. East End Constructions (referred to as the "Developers" therein); the said Kent had agreed to sell, assign, convey or otherwise transfer to the Developers, all her 0.98% undivided right, title and interest as Kul in the said Property 1.
- h. Vide the Articles of Agreement dated 9th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12148/2004 executed between (1) Shakuntala Ramchandra Patil, (2) Mahesh Ramchandra Patil, (3) Mrs. Vatshali Mahesh Patil, (4) Mr. Swapnil Mahesh Patil, (5) Mr. Prashant Ramchandra Patil, (6) Miss. Rekha Ramchandra Patil, (7) Sumeeta Ramchandra Patil, (8) Mrs. Pratiksha Eknath Ubbekar, (9) Miss. Vinita Ramchandra Patil, (10) Mrs. Tarabai Sadashiv Patil, (11) Mr. Vasant Sadashiv Patil, (12) Jayawanti Gajanan Patil, (13) Mr. Deepak Gajanan Patil, (14) Mrs. Ranjeeta Deepak Patil, (15) Mr. Manoj Gajanan Patil and (16) Miss Sandhya Gajanan Patil (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein); the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, their 11.72% undivided right, title and interest as Kul in the said Property 1.
- i. Vide the Articles of Agreement dated 17th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12149/2004 executed between (1) Pramod Waman Patil, (2) Priya Pramod Patil, (3) Kavita Pramod Patil, (4) Madhuri Pramod Patil, (5) Bharati Pramod Patil (referred to as the "said Patils" therein) and M/s. East End Constructions

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(referred to as the "Developers" therein); the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, all their 8.33% undivided right, title and interest as Kul in the said Property 1.

- j. Vide the Articles of Agreement dated 9th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12150/2004 executed between (1) Aruna Dattatraya Patil, (2) Rosini Dattatraya Patil, (3) Roopali Dattatraya Patil, (4) Ramesh Anant Patil, (5) Mrs. Vidya Ramesh Patil, (6) Dipti Patil and (7) Dipesh Patil (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein); the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, their 2.5% undivided right, title and interest as Kul in the said Property 1.
- k. Vide the Articles of Agreement dated 17th August, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12151/2004 executed between Mrs. Laxmibai Laxman Khopkar (referred to as the "said Khopkar" therein) and M/s. East End Constructions (referred to as the "Developers" therein); the said Khopkar had agreed to sell, assign, convey or otherwise transfer to the Developers, her 0.78% undivided right, title and interest as Kul in the said Property 1.
- l. Vide the Articles of Agreement dated 9th October, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12152/2004 executed between (1) Gopika Pandurang Patil, (2) Dinesh Pandurang Patil, (3) Manisha Pandurang Patil, (4) Naina Ashok Vaithy, (5) Rohini Bharati Vaithy (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein); the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, all their 8.33% undivided right, title and interest as Kul in the said Property 1.

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- m. By and under another Articles of Agreement dated 17th August, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12153/2004 executed by and between (1) Mr. Gajanan Nanabhaf Keni, (2) Mrs. Sujata Gajanan Keni, (3) Mr. Sandeep Gajanan Keni, (4) Mrs. Anupama Sandeep Keni, (5) Mrs. Sonali Roshan Saldanha, (6) Mrs. Rajni Ashok Keni, (7) Mr. Rajesh Ashok Keni, (8) Mrs. Pooja Rajesh Keni, (9) Mr. Mahesh Ashok Keni, (10) Mrs. Archana Mahesh Keni, (11) Dr. Sadhana Nitin Patil, (12) Mrs. Malati Tare and (13) Mrs. Gulab Baburao Valkhy (referred to as the "said Kenis" therein) and M/s. East End Constructions (referred to as the "Developers" therein), the said Kenis had agreed to sell, assign, convey or otherwise transfer to the Developers, their 5% undivided right, title and interest as Kul in the said Property 1.
- n. By and under an Articles of Agreement dated 17th August, 2004 registered with the office of the Sub-Registrar of Assurances under Serial No. BDR-7/12154/2004 executed by and between (1) Sunil Anant Patil, (2) Kunal Sunil Patil, (3) Kajal Sunil Patil, (4) Vivek Anant Patil, (5) Miss. Prabhavati Patil, (6) Mrs. Sangeeta Prakash Patil and (7) Mrs. Pramila Valeriah D'Silva (referred to as the "said Patils" therein) and M/s. East End Constructions (referred to as the "Developers" therein), the said Patils had agreed to sell, assign, convey or otherwise transfer to the Developers, their 2.5% undivided right, title and interest as Kul in the said Property 1.
- (o) The said Patils have recorded the fact of them having sold all their right, title and interest of Kul or any other nature, to M/s. East-End Constructions in the Consent Terms dated 23rd February, 2004 filed in Suit No. 1212 of 1991 before the Bombay High Court, details whereof have been provided under the caption "Litigations" in this Certificate of Title.
- (p) A part of the said Property 1 is reserved for DP Road, recreation ground / playground and MAP, etc. and this portion of the part of the said Property 1 is

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hereinafter referred to as the "said Reservation Area". The Owners had proposed to relocate the said Reservation Area in the other part of the said Property 1 so as to enable proper development of the said Property 1.

- (q) By and under a Memorandum of Understanding dated 29th October, 2004, the Owners have, with the consent and confirmation of M/s. East-End Constructions and Nahur Residence Developers (therein referred to as "the First and Second Confirming Parties") agreed to sell and transfer to Nirmal Lifestyle Limited (hereinafter referred to as "the Developer") and the Developer has agreed to purchase the said Property 1 from the Owners (subject to the deduction/reduction of the said Reservation Area, if the same is required to be surrendered to the local authorities for obtaining TDR/FSI benefits) and subject to existing encroachments, on as is where is basis, at and for the consideration and on the terms and conditions specified therein and pending such sale, to grant development rights in respect of the said Property 1 and authorize the Developer to enter upon the said Property 1 and develop the same by demolishing all the existing structures standing thereon and constructing buildings thereon, with the right to the Developer to use and consume a minimum of 5,00,000 sq. ft. of land FSI and with further right to use and consume FSI of 2,50,000 sq. ft. of TDR/FSI in respect of the said Reservation Area.
- (r) In pursuance of the above MOU dated 29th October, 2004, M/s. Wadia Ghandy & Co. had investigated the title of the said Owners i.e. Housing Development and Improvement India Private Limited (now known as Housing Development And Infrastructure Limited) to the said Property 1 and for that purpose, had caused searches to be taken in the office of Sub-Registrar of Assurances at Mumbai and Bandra for the years 1946 to 2004 and at Chembur for the years 1995 to 2004 through their search clerk Mr. Sameer Sawant, who has submitted his report dated 30th December, 2004. As per this report, the Record of Rights i.e. 7/12 extracts in respect of said Property 1 stand in the name of the Owners.

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- (s) M/s. Wadia Ghandy & Co. had also issued Public Notice(s) in two local daily newspapers i.e. "The Times of India" and "Maharashtra Times" in their respective editions on 3rd January, 2005 inviting objections from the public to the sale by the said Owners i.e. Housing Development and Improvement India Private Limited (now known as Housing Development And Infrastructure Limited) in favour of the Developer i.e. Nirmal Lifestyle Limited and had received no objections thereto from any person/persons.
- (t) Thereafter, by and under the Development Agreement dated 29th April, 2005 registered with the office of the Sub-Registrar of Assurances at Kurla under Serial No. 2725/2005 made and executed between the Owners i.e. Housing Development and Improvement India Private Limited and M/s. East-End Constructions (therein referred to as the "First Confirming Party") and Nahur Residence Developers (therein referred to as the "Second Confirming Party") and the Developer i.e. Nirmal Lifestyle Limited, the Owners have authorized and permitted the Developer to enter upon land admeasuring about 60,495 sq. mtrs. or thereabouts as per the earlier property cards which area as per triangulation method is about 62,000 sq. mtrs. and bearing Survey Nos. 54 (part), 65 (part), 164 (part), 67, 68, 69, 65 (part), 163, 160, 97, 96 (part), 161 (part) corresponding to CTS Nos. 706 (part), 709 to 720 and 722 to 724 of Village Nahur, Taluka Kurla being the said Property 1 for the purpose of carrying out the work of development, pending the sale and transfer of the said Property 1 by the Owners in favour of the Developer. We have been informed that Nirmal Lifestyle Limited has paid entire consideration payable under the said Development Agreement to the Owners, First Confirming Party and the Second Confirming Party.
- (u) By and under a Power of Attorney registered on 7th May, 2005, with the office of the Sub- Registrar of Assurances at Kurla-04 under Serial No. 2927/2005, the said Housing Development and Improvement India Private Limited (now known

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as Housing Development And Infrastructure Limited), nominated, constituted and appointed (i) Mr. Dharmesh Jain and (ii) Mrs. Anju D. Jain as their true and lawful attorneys to act for and on their behalf and in their name to do all acts, deeds, matters and things relating to the said Property 1 in the manner specified thereunder.

- (v) Subsequent to the registered Development Agreement dated 29th April, 2005, a Supplemental Memorandum of Understanding dated 29th April, 2005 was executed between the Owners i.e. Housing Development and Improvement India Private Limited (now known as Housing Development And Infrastructure Limited) and M/s. East-End Constructions (therein referred to as the "First Confirming Party") and Nahur Residence Developers (therein referred to as the "Second Confirming Party") and Nirmal Lifestyle Limited (therein referred to as "the Developer"), whereby the terms of the Development Agreement were modified to the extent that the consideration payable under the aforesaid Development Agreement was enhanced from Rs. 70,00,00,000/- (Rupees Seventy Crores only) to Rs. 100,00,00,000/- (Rupees One Hundred Crores only) as specified therein.
- (w) By and under a Deed of Confirmation dated 20th May, 2006, registered with the office of the Sub-Registrar of Assurances at Kurla under Serial No. 3214/2006, executed between Bhardi Kisan Patil and 13 others ("Original Owners") and Nirmal Lifestyle Limited, the said Original Owners thereby confirmed the execution by them of the Deed of Conveyance dated 17th August, 2004 bearing Serial No. 12153/2004 in favour of M/s. East End Constructions, whereunder a large property admeasuring 90,000 sq. mtrs. was conveyed by them. By the said Deed of Confirmation, the Original Owners have also confirmed the Development Agreement dated 29th April, 2005 registered under Serial No. 2725/2005 and Power of Attorney dated 7th May, 2005 registered under Serial No. 2927/2005 executed and registered *inter alia* by M/s. East End

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- Constructions in favour of Nirmal Lifestyle Limited which pertains to the said Property 1.
- (x) M/s. Wadia Ghandy & Co. had issued Title Certificates dated 10th May, 2005 and 1st October, 2008 in respect of the said Property 1.
- (y) By and under the Deed of Conveyance dated 31st July, 2017, registered with the office of the Sub-Registrar of Assurances at Kuria-1 under Serial No. 7648/2017, executed by and between Housing Development And Infrastructure Limited (formerly known as Housing Development and Improvement Indis Private Limited) (therein referred to as the "Vendor"), Nirmal Lifestyle Limited (therein referred to as the "Confirming Party") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchaser"), the Vendor granted, conveyed, transferred, assured and assigned unto the Purchaser, and the Confirming Party confirmed the grant, conveyance, transfer, assurance and assignment in favour of the Purchaser of, all the ownership, right, title and interest of the Vendor in the said Property 1 admeasuring approximately 62,000 sq. mtrs., at and for the consideration and upon the terms and conditions more particularly set out thereunder.
- B. Vide the order dated 30th November, 2007 bearing No. CE/534/BPES/LOT, the MCGM approved the amalgamation of two layouts bearing Nos. CE/534/80ES/LOT and CE/531/BPES/LOT and the amended layout/sub-division / amalgamation of plots bearing CTS Nos. 706, 709-B, 710 (pt), 711, 712 (pt), 713 to 720, 722, 724, 724 (1) to 10, 729, 730 A to E of Village Nahar submitted to the MCGM, subject to compliance of the terms and conditions registered under No. BDR-7/969/2006 dated 21st February, 2006 for layout under No. CE/534/BPES/LOT and BDR-7/4218/2006 dated 10th July, 2005 for layout under No. CE/531/BPES/LOT and subject to the additional conditions specified in the said order.

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- C. Vide the order dated 30th July, 2011 passed by the Collector, several CTS Nos. have been sub-divided and the areas of CTS Nos. 709B, 710B, 711, 712B, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 724, 724/1 to 10, 729, 730A, 730B, 730C, 730D and 730E as specified below, have been added to/consolidated with the area of CTS No. 706B.
- D. The said new CTS No. 706B has been further sub-divided into CTS Nos. 706B/A, 706B/B, 706B/C, 706B/D, 706B/E, 706B/F, 706B/G, 706B/H, 706 B/I and the following reservations in respect thereof are recorded, which reserved areas shall be handed over to the Government/MCGM, as the case may be:
- CTS No. 706 B/A - Setback
 - CTS No. 706 B/B - Sector I
 - CTS No. 706 B/C - Amenity Open Space
 - CTS No. 706 B/D - D.P.R.G.
 - CTS No. 706 B/E - D. P. Road
 - CTS No. 706 B/F - Sector II
 - CTS No. 706 B/G - S. V. Land
 - CTS No. 706 B/H - Municipal School
 - CTS No. 706 B/I - P. G. (reserved)

1.2 Property 2

On the basis of the Documents perused by us, the devolution of title in respect of the Property 2 is as follows:

- (a) The land bearing Survey No. 65, Hissa No. 1 and 2 (part) i.e. CTS No. 718 (part), admeasuring approximately 1029.26 sq. mtrs. originally belonged to Ratenshi Karsandas and 16 others, who were the Khots of the land and the predecessors of Shriwa Sovar Ulvekar who was the protected tenant.

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- (b) By an unregistered Agreement for Sale dated 20th September, 1985, Shriwa Ulvekar agreed to sell 1231 sq. yards of the said land to Harshikant Doshi and Pandurang Naik. Based on the abovesaid Agreement, Harshikant Doshi and Pandurang Naik made an application for entering the gist of the said Agreement in the record of rights.
- (c) In the year 1996, the legal heir of Shriwa Ulvekar represented to the Tahsilidar Kuria that Harshikant Doshi and Pandurang Naik had failed to execute and complete the abovesaid Agreement for Sale and therefore requested that the names of Harshikant Doshi and Pandurang Naik should be removed from the record of rights. The Tahsilidar, after preliminary inquiry directed to remove the names of Harshikant Doshi and Pandurang Naik vide mutation entry no. 955 dated 15th July, 1996. Harshikant Doshi and Pandurang Naik challenged the abovesaid mutation entry and on the basis of this, the Tahsilidar cancelled the said mutation entry by his order bearing number R/S/dispute/6/96. Being aggrieved by the above said order, the legal heirs of Shriwa Sovar Ulvekar filed an appeal before the Sub-Divisional Officer, Mumbai Suburban District. The appeal was allowed and the mutation entry no. 900 was cancelled.
- (d) By and under the Development Agreement dated 25th July, 2006, registered with the office of the Sub-Registrar of Assurances at Kuria under Serial No. 4577/2006 executed by and between (1) Smt. Krishnabai Bhiwa Ulvekar (2) Shri. Rameshdeo Bhiwa Ulvekar (3) Smt. Shalini Rameshdeo Ulvekar (4) Shri. Omprakash Bhiwa Ulvekar (5) Smt. Minakshi Omprakash Ulvekar (6) Shri. Laxmikant Bhiwa Ulvekar (7) Smt. Sharda Laxmikant Ulvekar (8) Smt. Rekha Prabhakar Patil (9) Smt. Kusum Vinayak Joshi (10) Smt. Chhaya Kishan Mhatre and (11) Smt. Hemlata Shivshankar Patil (therein referred to as "the Owners") and Nirmal Lifestyle Limited (therein referred to as "the Developers"), the said Owners, upon the receipt of the consideration specified therein, authorized and permitted Nirmal Lifestyle Limited to enter upon the land being all those pieces

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and parcels of land bearing Survey No. 65, Hissa No. 1 and 2 (part) i.e. CTS No. 718 (part), admeasuring 1231 sq. yds. equivalent to 1029.26 sq. mtrs. or thereabouts in the Village Nahar, Taluka and Registration Sub-District Kuria within the limits of "T" Ward, Municipal Corporation of Greater Mumbai, for the purpose of carrying out the work of development, pending the sale and transfer of the said land by the Owners therein, in favour of the Developers.

- (e) Thereafter, by and under the Deed of Conveyance dated 31st July, 2017, registered with the office of the Sub-Registrar of Assurances at Kuria-1 under Serial No. 7645/2017, executed by and between the abovementioned Owners (therein referred to as the "Owners"), Nirmal Lifestyle Limited (therein referred to as the "Confirming Party") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchaser"), the Owners granted, conveyed, transferred, assured and assigned unto the Purchaser, and the Confirming Party confirmed the grant, conveyance, transfer, assurance and assignment in favour of the Purchaser of, all the ownership, right, title and interest of the Owners in the said Property 2 being all that piece or parcel of land or ground bearing Survey No. 65, Hissa No. 1 and 2 (part) i.e. old CTS No. 718 (part) corresponding new CTS No. 706B/D (part), admeasuring 1089 sq. mtrs. or thereabouts situate, lying and being at Village Nahar, Taluka Kuria, Registration Sub-District Kuria and Registration District Mumbai Suburban, at and for the consideration and upon the terms and conditions more particularly set out thereunder.

1.3 Property 3

On the basis of the Documents perused by us, the devolution of title in respect of the Property 3 is as follows:

- (a) One Dahyalal Makhanji Zaveri was absolutely seized and possessed of or otherwise well and sufficiently entitled to a piece or parcel of land or ground

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- situate, lying and being at Village Nahur, Taluka Kuria, bearing Survey No. 97 (part) and Survey No. 163 (part) corresponding to CTS Nos. 710 and 712 admeasuring about 5306 sq. mtrs. or thereabouts i.e. the Property 3.
- (b) By and under a Deed of Gift dated 10th April, 1954 made between the said Dahyalal M. Zaveri (therein called "the Donor") and Jaysukhlal D Zaveri and Shantilal P Zaveri, (therein called "the Donees") and registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. 2433/1954, the Donor therein transferred unto the said Donees, the said Property 3, out of natural love and affection, to be held by the Donees in equal shares.
- (c) The said Shantilal P. Zaveri expired in Mumbai on 5th March, 1979 leaving his last Will and Testament dated 8th September, 1978, whereunder (1) Manuben Shantilal Zaveri (2) Ashok Shantilal Zaveri (3) Narendra B. Zaveri and (4) Navnitlal P. Zaveri were appointed as the "the Executors and Trustees" of the said Will and the said Executors and Trustees obtained Probate in respect thereof from the High Court of Judicature at Bombay on 16th March, 1995. Manuben Shantilal Zaveri expired on 12th May, 2006 and Shri. Navnitlal P Zaveri expired on 16th July, 2012, leaving Ashok Shantilal Zaveri and Narendra B. Zaveri as the only surviving Executors and Trustees of the said Will.
- (d) By an Agreement dated 16th July, 1980 registered with the office of the Sub-Registrar of Assurances at Bombay under Serial No. 76/1981, executed between Jaysukhlal Dahyalal Zaveri of the First Part and Manuben Shantilal Zaveri, Ashok Shantilal Zaveri, Navnitlal P Zaveri and Narendra B. Zaveri, being the Executors and Trustees of the Last will and Testament of Mr. Shantilal P. Zaveri of the Second Part and one M/s. Zaveri Enterprises, (therein referred to as "the Purchasers") of the Third Part, M/s. Zaveri Enterprises, *inter alia*, agreed to purchase all right, title and interest of the Jaysukhlal Dahyalal Zaveri and Ors. in respect of the said Property 3 i.e. the pieces or parcels of agricultural land situated at Village Nahur, Taluka Kuria, Bombay Suburban District, bearing

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- Survey No. 97 (part) and 163 (part) corresponding to CTS Nos. 710 and 712 admeasuring 5,306 sq. mtrs. or thereabouts and more particularly described in the Schedule thereto at and for the consideration and on the terms and conditions more particularly set out therein.
- (e) Jaysukhlal D. Zaveri died on 17th April, 1983, leaving behind his last Will and Testament dated 4th September, 1980, whereunder (1) Navnitlal P. Zaveri (2) Kishore J. Sheth and (3) Nirmala J. Zaveri were appointed as the Executors and Trustees of the said Will and the said Executors obtained Probate in respect thereof from the High Court of Judicature at Bombay on 22nd November, 1988. Navnitlal P. Zaveri expired on 16th July, 2012 and Nirmala J. Zaveri expired on 29th April, 2005, leaving Kishore J. Sheth, as the sole surviving Trustee and Executor of the said Will.
- (f) By an Agreement dated 19th October, 1994, M/s. Zaveri Enterprises agreed to sell and transfer all their rights, title and interest under the said Agreement dated 16th July, 1980 to claim and acquire transferable development rights, as allowable in respect of the property referred to above, to the registered partnership firm, M/s. Rose Enterprises i.e. at and for the total price of Rs. 35,00,000/- (Rupees Thirty Five Lakhs only) and on the other terms and conditions set out therein. The said Agreement also confirmed that the total consideration payable under the aforementioned Agreement dated 16th July, 1980 has been paid in full by M/s Zaveri Enterprises to (i) Navnitlal P. Zaveri, (ii) Kishore J. Sheth, (iii) Nirmala J. Zaveri, (iv) Manuben Shantilal Zaveri, (v) Ashok Shantilal Zaveri, and Narendra B. Zaveri.
- (g) Further, at the request and direction of M/s. Rose Enterprises and M/s. Zaveri Enterprises, the aforementioned surviving trustee and Executors, i.e. Kishore J. Sheth, Ashok Shantilal Zaveri and Narendra B. Zaveri have also executed two notarized Irrevocable Powers of Attorney dated 15th October, 1994 and 14th December, 1995 respectively, in favour of the nominees of M/s. Rose

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- Enterprises, namely Mrs. Hemlata Bhanuji Nagda and Jyotindra Vishanji Shah, authorizing them jointly and severally, to do and perform the acts set out therein, including executing Deed of Conveyance in favour of their nominee or MCGM, on behalf of Kishore J. Sheth, Ashok Shantilal Zaveri and Narendra B Zaveri.
- (h) Subsequently, Nirmal Lifestyle Limited had orally agreed to purchase the said Property 3 i.e. the property bearing CTS No. 710 (part) and 712 (part) situate at Village Nahur, Taluka Kuria, from M/s. Rose Enterprises, in or around October, 2004 and had paid the entire consideration of Rs. 1,48,50,000/- (Rupees One Crores Forty Eighty Lakhs Fifty Thousand only) towards the same vide Payment Vouchers dated 26th October, 2004, 30th October, 2004, 6th November, 2004, 20th November, 2004, 1st December, 2004, 31st December, 2004, 28th January, 2005 and 16th February, 2005. However, no formal agreement or document in writing was entered into between Nirmal Lifestyle Limited and M/s. Rose Enterprises at that relevant time, but we have been informed by Nirmal Lifestyle Limited that the possession of the said Property 3 was delivered by M/s. Rose Enterprises to them in October, 2004 itself and since then Nirmal Lifestyle Limited is in possession of the said property. Due to certain difficulties, the transaction as envisaged between M/s. Rose Enterprises and Nirmal Lifestyle Limited and M/s. Rose Enterprises could not be completed at that point of time.
- (i) Thereafter, Mr. Kishore J. Sheth (as the last surviving executor and trustee under the last Will and Testament of late Mr. Jaysukhlal Zaveri) and Mr. Narendra B. Zaveri (as the surviving executor and trustee under the last Will and Testament of late Mr. Shantilal Zaveri) executed a notarized Deed of Confirmation dated 3rd April, 2014 in favour of M/s. Rose Enterprises, whereby they have confirmed that the Irrevocable Powers of Attorney dated 19th October, 1994 and 14th December, 1995 ("said 2 Powers of Attorney"), are valid, irrevocable and have

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- not been withdrawn or cancelled and continue to be valid and in force and binding.
- (j) Mr. Satish Zaveri, being one of the surviving partners of M/s. Zaveri Enterprises (since dissolved) has issued a Confirmation Letter dated 15th June, 2017 on stamp paper of Rs. 500/-, in favour of M/s. Rose Enterprises, whereunder he has confirmed that M/s. Zaveri Enterprises has executed the unregistered Agreement dated 19th October, 1994 in favour of M/s. Rose Enterprises against receipt of the consideration amount of Rs. 35,00,000/-, pursuant to which M/s. Zaveri Enterprises had agreed to sell and transfer all their rights, title and interest in respect of the Property 3 under the Agreement dated 16th July, 1980 and had handed over possession of the said Property 3 to M/s. Rose Enterprises. Vide the said Confirmation Letter, Mr. Satish Zaveri has further confirmed that after the signing of the said Agreement dated 19th October 1994, M/s Zaveri Enterprises have not had any dealings in respect of the said Property 3 or any part thereof and the said agreement has since, not been revoked or rescinded by Zaveri Enterprises or any of its erstwhile partners. Vide the Confirmation Letter, the execution and validity of the said 2 Powers of Attorney have also been confirmed.
- (k) By and under a Deed of Conveyance dated 31st July, 2017 registered with the office of the Sub-Registrar of Assurances at Kuria-1 under Serial No. 7644/2017 executed by and between Kishore J Sheth, being the last surviving executor and trustee appointed under the last will and testament dated 4th September, 1980 of late Jaysukhlal Dahyalal Zaveri, (therein referred to as the "First Vendor"), Ashok Shantilal Zaveri and Narendra B Zaveri, being the last two surviving executors and trustees appointed under the last will and testament dated 7th September, 1978 of late Shantilal Zaveri, therein collectively referred to as the "Second Vendor" (hereinafter collectively referred to as the "Vendors"), M/s. Rose Enterprises (therein referred to as the "Confirming Party") and Nirmal

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Lifestyle Developers Private Limited (therein referred to as the "Purchaser"), the Vendors have sold, transferred and conveyed to the Purchaser all ownership, right, title and interest of the Vendors under the said registered Agreement dated 16th July, 1980 made between the Vendors and M/s. Zaveri Enterprises as also under the Agreement dated 19th October, 1994 made between M/s. Zaveri Enterprises and M/s. Rose Enterprises, in respect of the said Property 3 admeasuring approximately 5306 sq. mtrs., and the Confirming Party has confirmed the same, at and for the consideration and on the terms and conditions mentioned therein.

1.4 Property 4

On the basis of the Documents perused by us, the devolution of title in respect of the Property 4 is as follows:

- (a) It appears that by and under a Deed of Conveyance dated 1st November, 1946, made and executed between on Prankurabai Paramanand Gandini (therein referred to as "the Vendor") and David Gasper D'Souza and 6 others (therein referred to as "Purchaser"), the property bearing Survey No. 67 (part) and CTS No. 723 Tikka No. 23 and 33 admeasuring in the aggregate 1220.72 sq. mtrs. or thereabouts was sold and conveyed by the Vendor therein in favour of the said Purchaser at and for the consideration and on such terms and conditions specified therein.
- (b) Thereafter, by and under a Deed of Conveyance dated 4th September, 1968 registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. 3451/1968, made and executed between David Gasper D'Souza and 6 others (therein referred to as "the Vendors") and Daniel Pramodan Melville and Leela Bernice Melville (therein referred to as "the Confirming Party") and Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed, the said David Gasper D'Souza and 6 others sold and conveyed the

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said property in favour of Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed at and for the consideration and on such terms and conditions specified therein.

- (c) By and under an Agreement for Sale (wrongly referred to therein as "Deed of Conveyance") dated 16th September, 1995 executed by and between Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed and Zainuddin Hukumulla and 11 others (therein referred to as "the Purchasers"), Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed had agreed to sell the said property to the said Purchasers but subsequently by and under a Deed of Cancellation dated 4th April, 1997 registered with the office of the Sub-Registrar of Assurances at Mumbai under Serial No. 1282/1997, between the same parties, the said Agreement for Sale dated 16th September, 1995 was cancelled.
- (d) By and under an Agreement for Sale dated 1st July, 1980 made and executed between Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed, Haji Bilal Haji Tar Mohammed and Mohamed Ayub Mehmood Khan; Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed had agreed to sell and Mohamed Ayub Mehmood Khan had agreed to purchase all their right, title, interest in the said property at and for the consideration and on such other terms and conditions specified therein. The said Agreement for Sale dated 1st July, 1980, was registered with the office of the Sub-Registrar of Assurances at Mumbai, vide a Confirmation Deed dated 6th April, 1995 by Mohamed Ayub Mehmood Khan, which was registered under Serial No. 1080/1995.
- (e) By and under a General Power of Attorney dated 7th April, 1987, Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed have nominated and appointed Mohamed Ayub Mehmood Khan as their

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Attorney to do all acts, deeds and things on their behalf in respect of the said property.

- (f) By and under a Memorandum of Understanding dated 25th July, 2005, made and executed between Mohamed Ayub Mehmood Khan on behalf of himself and as Constituted Attorney of Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed, and Nirmal Lifestyle Limited; Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed have agreed to sell, assign and transfer the said property and all their right, title and interest therein, in favour of Nirmal Lifestyle Limited, free from all encumbrances and charges, and upon the execution thereof, have handed over the possession of the said property to Nirmal Lifestyle Limited.
- (g) By and under an Indenture of Conveyance dated 12th December, 2005, registered with the office of the Sub-Registrar of Assurances at Kurla under Serial No. 7336/2005, Haji Tayab Tar Mohammed, Aji Cassam Haji Tar Mohammed and Haji Bilal Haji Tar Mohammed (therein collectively referred to as "the Vendors") Mohamed Ayub Mehmood Khan (therein referred to as "the Confirming Party") and Nirmal Lifestyle Limited (therein referred to as "the Purchaser"), the said Vendors have sold, conveyed and transferred all their ownership, right, title and interest in the said Property 4 being all that piece or parcel of land bearing Survey No. 67 (part) corresponding to CTS No. 723 admeasuring approximately 1220.72 sq. mtrs. in favour of Nirmal Lifestyle Limited at and for the consideration and on such terms and conditions specified therein.
- (h) By and under a Deed of Conveyance dated 31st July, 2017 registered with the office of the Sub-Registrar of Assurances at Kurla-I under Serial No. 7647/2017 executed by and between Nirmal Lifestyle Limited (therein referred to as the "Vendor") and Nirmal Lifestyle Developers Private Limited (therein referred to as the "Purchaser"), the Vendor has sold, transferred and conveyed in favour of

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the Purchaser, all ownership, right, title and interest of the Vendor in respect of the said Property 4 being all that piece or parcel of land bearing Survey No. 67 (part) corresponding to CTS No. 723 admeasuring approximately 1239 sq. mtrs. at and for the consideration and on such terms and conditions specified therein.

1.5 Property 5

On the basis of the Documents perused by us, the devolution of title in respect of the said Property 5 (as defined hereinafter) is as follows:

- (a) By and under a Deed of Conveyance dated 7th December, 1965 executed between the owners, namely (1) Batansey Karsandas and 3 others, being executors and executrix of the will of Mathuradas Vasantji, (2) Pratapsinh Shoorji Vallabhdas and 2 others, being the proving surviving executors and executrix of the will of Shoorji Vallabhdas and (3) Bhanji Shoorji and 9 others being heirs and legal representatives of Shkji Raghavji being the owners of properties known as "Bhandup Estate" (therein called "the Owners") and Kalicharan Lalchand Mehra, Omprakash Lalchand Mehra, Nandakishore Lalchand Mehra and Jugakishore Mehra, (therein called "the Purchasers") and registered with the office of the Sub-Registrar of Assurances at Bandra on 1st February, 1966 under Serial No. 2556/1965 of Book No. 1, the Owners conveyed, granted and transferred the property situate, lying and being at Nahur, being Survey Nos. 52/9 (Part), 52/13 (Part), 54 (Part), 56 (Part), 64 (Part), 65 (Part), 66 (Part), 69 (Part), 70 (Part) and 71 (Part) admeasuring in aggregate 34,845 sq. yards or thereabouts to the Purchaser therein. In pursuance thereof, the said Kalicharan Lalchand Mehra and others became the owners of the said property.
- (b) It appears that Omprakash Mehra and others agreed to sell the said property admeasuring 34,845 sq. yards equivalent to 29,134.94 sq. mtrs. to

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Harishchandra Yeshwant Potkar and others under an unregistered Development cum Sale Agreement.

- (c) The said Harishchandra Yeshwant Potkar and others (Plaintiff Nos. 1 to 3) filed a suit being Suit No. 176 of 1981 in the High Court of Judicature at Bombay against the said Omprakash Mehra and others for specific performance of the Development cum Sale Agreement. During the pendency of this Suit the Plaintiff Nos. 1 to 3 executed a Deed of Assignment dated 6th September, 1985 in favour of M/s. Mayank Enterprises for the assignment of their right, title and interest of respect of the said Development cum Sale Agreement in favour of M/s. Mayank Enterprises. Thereafter, the Suit was amended and M/s. Mayank Enterprises was impleaded as Plaintiff No. 4. Pending the said Suit, Kalicharan Mehra and Omprakash Mehra expired on 26th May, 1982 and 16th January, 1986 respectively and thereafter the names of their respective legal heirs were brought on record as defendants in the said Suit. The Consent Decree dated 26th August, 1986 was passed in the said suit whereby land admeasuring 29,134.94 sq. mtrs. equivalent to 34,845 sq. yards was transferred and conveyed in favour of M/s. Mayank Enterprises. The said Consent Decree dated 26th August, 1986 was lodged for registration under Serial No. 2877/1996 on 1st August, 1996 and has been registered with the office of the Sub-Registrar of Assurances under Serial No. 11341/1996.
- (d) It appears that one (i) Mr. Dwarkanath Pandurang Bhoir and (ii) Kamalakar Ganpat Bhoir (the Plaintiffs therein) filed a suit being S.C. Suit No. 2462 of 1982 before the Hon'ble City Civil Court, Mumbai against the said Kalicharan Lalchand Mehra and 5 others in respect of the suit property therein i.e. admeasuring 2420 sq. yds. equivalent to 2023.42 sq. mtrs., being a portion of the said Property 5 belonging to Kalicharan Mehra and 4 others. The said M/s. Mayank Enterprises was joined as a Defendant No.6. The Parties executed Consent Terms dated 13th January, 1994 whereunder, the Plaintiffs handed over vacant

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and peaceful possession of the land admeasuring 860 sq. yards, out of Survey No. 70 (part) to M/s. Mayank Enterprises as shown on the plan annexed thereto and the suit was disposed of in terms thereof. The Plaintiff also declared that they shall not claim any right of whatsoever nature over the suit property admeasuring 2420 sq. yards and/or any other portion of the land belonging to (i) Kalicharan Lalchand Mehra; (ii) Omprakash Lalchand Mehra; (iii) Nandkishore Lalchand Mehra and (iv) Jugalkishor Lalchand Mehra (the Defendant Nos. 1 to 4) purchased by them under the Deed of Conveyance dated 7th December, 1965.

- (e) The adjoining properties were owned by M/s. Badridas Gauridatt Private Limited and there were certain disputes as to boundaries and possession of certain properties between M/s. Mayank Enterprises and Badridas Gauridatt Private Limited. By a Deed of Exchange dated 28th March, 1994 registered in the Office of the Sub-Registrar at Serial No. 1673/1994 made between Badridas Gauridatt Private Limited as the Party of the One Part and the heirs of Omprakash Mehra and others as the Confirming Party and M/s. Mayank Enterprises as the Party of the Other Part, the property described in the first schedule thereunder was transferred in exchange to M/s. Mayank Enterprises and the property described in second schedule thereunder was transferred in exchange to Badridas Gauridatt Private Limited. Further, Badridas Gauridatt Private Limited gave up the possession of the property described in the third schedule thereunder. The properties that came to be conveyed in favour of M/s. Mayank Enterprises under the said Deed are as follows: all that piece and parcel of land or ground situate lying and being at Village Nahur, Mulund (West) bearing Survey No. 64 (part) CTS No. 762 (part) admeasuring 470.30 sq. mtrs. or thereabouts, Survey No. 64 (part) admeasuring about 348.67 sq. mtrs., Survey No. 65 (part) admeasuring 604.83 sq. mtrs., Survey No. 66 (part) admeasuring about 346.93 sq. mtrs., all plots bearing CTS No. 719 (part) and in all admeasuring 1300.43 sq. mtrs. or thereabout and Survey No. 64 (part), CTS No. 762 (part)

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admeasuring about 159.37 sq. mtrs. Further, under the said Deed of Exchange, Badridas Gauridatt Private Limited declared that they had removed themselves from the following properties and have handed over the same to M/s. Mayank Enterprises, without claiming any right, title and interest in the said properties as and by way of adverse possession or otherwise and further declared and stated that the said properties belong to M/s. Mayank Enterprises and shall remain in possession of M/s. Mayank Enterprises. The abovesaid properties have been described as follows: all those pieces or parcels of land bearing Survey No. 64 (part) CTS No. 763 (part) admeasuring 1578.37 sq. mtrs., Survey No. 64 (part) CTS No. 763 (part) admeasuring 558.58 sq. mtrs., Survey No. 64 (part) admeasuring 229.24 sq. mtrs. and Survey No. 66 (part) admeasuring 75 sq. mtrs. both bearing CTS No. 730 (part) in all admeasuring 304.23 sq. mtrs. or thereabouts.

- (f) Subsequently, Mayank Enterprises (partnership firm) was converted into a private limited company in accordance with the provisions of Part IX of the Companies Act, 1956 and by reason of such conversion, all properties owned by Mayank Enterprises, including *inter alia*, the said Property 5 admeasuring approximately 31,525 sq. mtrs. came to be vested absolutely in Nirmal Lifestyle Developers Private Limited. The Certificate of Incorporation dated 27th March, 2008 was issued by the Registrar of Companies certifying the formation/incorporation of "Nirmal Lifestyle Developers Private Limited".

2. LITIGATIONS:

2.1 Property 1

A. Suit No. 8031 of 1984

It appears that one of the descendants of Mr. Mahadu Patil, one Jaywant Jagannath Joma Patil had filed a suit against the said Trust before the Mumbai City Civil Court being Suit No. 8031 of 1984 which suit is pending. However,

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since the said Patils have sold their rights to M/s. East-End Constructions and M/s. East-End Constructions is already a confirming party to the Development Agreement dated 29th April, 2005 and Supplemental Memorandum of Understanding dated 29th April, 2005 executed in favour of Nirmal Lifestyle Limited, it appears that the Suit No. 8031 of 1984 has become automatically redundant. The said suit is still pending before the Mumbai City Civil Court.

B. Suit No. 1212 of 1991

From a perusal of the Deed of Conveyance dated 7th December, 1965 referred to above, it appears that the Bhandup Estate, in its purported capacity as the holders of the land which is inclusive of the said Property 5, filed an application before the Revenue Mamlatdar and upon dismissal of the said application, the Bhandup Estate, challenging the Order before the Revenue Mamlatdar, filed a Revision Application before the Revenue Commissioner who held that the District Mamlatdar had no jurisdiction to entertain the said Petition. Against this Order, the Bhandup Estate filed a Writ Petition before the Bombay High Court. At the instance of Kalicharan Mehra and others, Bhandup Estate agreed to compromise the dispute on the Mehra's agreeing to pay Rs. 1/- per sq. yards towards the value of the said right, title and interest of the Bhandup Estate in the said property. Bhandup Estate accepted the said proposal and the Mehra's paid the said price. M/s. East End Constructions obtained title to the said Property 1 by virtue of the Consent Terms dated 23rd February, 2004 filed in Suit No. 1212 of 1991 in the Bombay High Court and in terms thereof, the said suit was accordingly disposed of, wherein the said Patils have recorded the fact of them having sold all their right, title and interest of Kul or any other nature, to M/s. East-End Constructions as per the terms and through the said Consent Terms.

2.2 Property 4

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A. Revision Application No. 2613/Matter No. 184, Appeal No. 4139 of 2013

The captioned Application was filed by Mr. Haji Z. Hukumallah against Nirmal Lifestyle Limited and others before the Hon'ble Revenue Minister, State of Maharashtra at the Mantralaya. The same has *inter alia* been filed to challenge the validity of the indenture vide which Nirmal Lifestyle Limited has purchased the said Property 4. However, the Hon'ble Revenue Minister, State of Maharashtra has rejected Revision Application No. 2613 by its order dated 31st December, 2015 and confirmed the order dated 15th May, 2013 passed in Appeal bearing No. Appeal/Desk/RTS/366/2012 by Additional Commissioner, Konkan Division, Mumbai.

B. Civil Writ Petition No. 10610 of 2016

The captioned Writ Petition was filed by Mr. Haji Z. Hukumallah against Nirmal Lifestyle Limited and others against the above order dated 31st December, 2015 passed by the Hon'ble Revenue Minister. The said Writ Petition is pending for admission.

2.3 Property 2/ Property 5Suit No. 4307 of 1996

The plaintiffs i.e. one Smt. Ramabai N. Gavand (deceased) and others have filed the Suit No. 4307 of 1996 before the Hon'ble Bombay High Court against Ravindra Ulvekar and others, including *inter alia* against Mayank Enterprises (i.e. Defendant No. 14), whereby the plaintiffs have claimed that each of the Plaintiffs has 20% share in the suit property bearing Survey No. 64 (part) CTS No. 763 admeasuring 18501.10 sq. mtrs. and that the Defendant Nos. 1 to 10 i.e. Ravindra Ulvekar and 9 others have 2% share in the same. The Plaintiffs have claimed therein that Defendant Nos. 11 to 15 have occupied a certain portion of the suit property illegally and without any authority. However, it may be noted

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that the above suit is still pending before the Hon'ble Bombay High Court and there is no injunction/ interim/ ad-interim order passed in favour of the Plaintiffs by the Hon'ble Bombay High Court till date.

3. APPROVALS & D.P. REMARKS:Approvals3.1 Property 1

A. By an Order No. C/ULC/D-V-6(i)SR-V-978.XXV-106 dated 25th November, 2004, fresh ULC permission (General NOC) under the ULC Act has been granted for the development of the said Property 1.

B. By and under two orders both dated 1st January, 2005 bearing No. CE/4812/BPES/AT and No. CE/4813/BPES/AT, the Executive Engineer (Building Proposals), Eastern Suburbs of the Municipal Corporation of Greater Mumbai has issued its Intimation of Disapproval ("IOD") permitting construction of residential/commercial buildings upon the said Property 1 on the terms and conditions specified therein and Nirmal Lifestyle Limited has subsequently made an application for amendment of plans for construction of residential/commercial building/s thereon. The IOD bearing Ref. No. CE/4813/BPES/AT dated has been issued by the MCGM in respect of the proposed residential Building No.3 (Wings A, B, C and D) and the IOD bearing Ref. No. CE/4813/BPES/AT has been issued approving the plans for construction to be carried out on a portion of the said Properties admeasuring 12,930.62 sq. mtrs.

C. Environmental Clearance dated 29th December, 2006 has been issued by the I.A. Division of Ministry of Environment and Forests, for construction of proposed commercial complex at CTS Nos. 706, 709, 710 (pt.), 711 to 714, 715 to 720, 722,

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724, 724/1 to 10, 730/A to E, 762 and 762 (pt.) of Village Nahur, Mukund (West), subject to the compliance with EMP and other stipulated conditions.

D. IOD dated 10th August, 2007 has been issued approving the plans for construction to be carried out on the said Property 1.

E. The office of Collector, M.S.D. vide its order dated 7th June, 2007 bearing Reference No. C/Desk-IB/LND/NAP/SRK-1077 granted N.A. permission in respect of the portion of the said Properties admeasuring 14,187.16 sq. mtrs. to use the lands as per the plans approved by MCGM and on the terms and conditions specified therein.

F. MCGM vide its letter dated 31st July, 2019 addressed to Architect Shri M.V. Daisaria and Mr. Dharmesh Jain, owner of NLDPL, approved the amended plans for the proposed building to be constructed on the said Property 1.

G. MCGM vide its letter dated 25th September, 2019 granted approval for construction of high rise residential and commercial building on the said Property 1 subject to the conditions as mentioned therein.

3.2 Property 3

Vide letter dated 31st July, 2019 addressed by MCGM to Architect Shri M.V. Daisaria and Mr. Dharmesh Jain, owner of NLDPL, thereby approving the amended plans for the proposed building to be constructed on the said Property 3.

3.3 Property 5

A. In pursuance of a statement filed under section 6(1) of the ULC Act by the said Nandkishore Mehra and Omprakash Mehra as the original owners thereof, the Additional Collector and Competent Authority passed by an order dated 25th July, 1988 under section 8 (4) of the ULC Act, an Application was made for

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revision of the said order and the Additional Collector and Competent Authority (ULC) by the order dated 16th May, 1995 bearing No. C/ULC/6 (1)/SR-XII/556/506/SR-II-560 revised the earlier order passed under section 8 (4) and permitted retention of certain lands specified therein and to develop the same for residential purpose.

B. ULC Order dated 16th July, 1999 has been issued by way of corrigendum to the order under section 8(4) of the ULC Act as stated above and subsequent corrigendum dated 6th May, 1995, in respect of reduction in R.G. Reservation area and retainable land and increase in the developable area.

C. The Office of the Collector, Bombay Suburban District has vide its order dated 5th June, 1995, granted N.A. permission in respect of the said Property 5 for residential purposes on the terms and conditions specified therein.

D. IOD dated 30th December, 1995 bearing Reference No. CE/4236/BPES/AT has been issued in respect of Building No.1 which has now been constructed on a portion of the said Properties and other amalgamated plots. Upon an application made with the MCGM in that regard, the MCGM sanctioned plans for construction of residential building No. 2 consisting of stilt and 15 upper floors on the said Property 5 and further a Commencement Certificate (CC) dated 13th May, 1995 bearing Reference No. CE/4235/BPES/AT has been issued in respect of Building No. 1 on the said Property 5 and other amalgamated plots. The CC has been validated from time to time and full CC except podium has been granted on 27th September, 2002. Two Buildings namely Kalinga and Takshashila are already constructed on the said Property 5.

E. Letter dated 9th October, 2014 issued by MCGM approving the amended plans submitted by M. V. Daisaria, Architects for Nirmal Lifestyle Limited, in respect of

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the proposed residential building no. 3 (wings A, B, C and D) to be constructed on the said Property 5.

- F. Vide letter dated 31st July, 2019 addressed by MCGM to Architect Shri M.V. Daisaria and Mr. Dharmesh Jain, owner of NLDPL, thereby approving the amended plans for the proposed building to be constructed on the said Property 5.

D.P. Remarks

The MCGM vide its letter dated 7th September, 2010 issued D.P. Remarks in respect of the said Property 1 showing the said properties falling under residential zone and special industrial zone subject to certain reservations.

4. REVENUE RECORDS AND PROPERTY TAX RECEIPT:

Revenue Records

- 4.1 We have perused copies of the 7/12 extracts in respect of Survey Numbers 54/1 (part), 65 (part), 66 (part), 67 (part), 68, 69 (part), 95 (part), 97 (part), 160 (part), 161 (part), 163 (part) and 164 (part) forming part of the said Property 1, which reflect the name of Housing Development and Improvement India Private Limited in the column of holders. The other rights column of these 7/12 extracts also reflect the name of Jagannath Joma Patil as the protected tenant, except in case of Survey Nos. 95 (part), 67 (part) (admeasuring 127 gunthas), 161 (part), 164 (part). Of these Survey Nos., Survey No. 67 (part) (admeasuring 127 gunthas) reflects the name of Nirmal Lifestyle Limited as the holder and Survey Nos. 161 (part) and 164 (part) reflect the name of one Kisan Damodar as the tenant. We have perused copies of the 7/12 extracts in respect of Survey Nos. 65 (part) and 69 (part) forming part of the said Property 5, which reflect the names of Kalicharan Lalchand Mehra and 3 others in the column of holders and reflects the name of Mayank Enterprises in the other rights column. From a

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perusal of the New Property Cards dated 19th July, 2019 in respect of CTS Nos. 705 B/A, 705 B/B, 705 B/C it appears that the names of Kalicharan Lalchand Mehra and 3 others are reflected as the holders. The Property Cards in respect of CTS Nos. 705 B/A, 705 B/B, 705 B/C, 705 B/D, 705 B/E, 705 B/F, 705 B/G, 705 B/H and 705 B/I reflect the reservations as stated in the Collector's Order mentioned hereinabove. The balance property register cards do not reflect the names of the holders, however all these lands have been shown as agricultural lands in the New Property Register Cards.

- 4.2 We have perused copies of the 7/12 extracts in respect of Survey No. 97 (part) corresponding with CTS No. 710 admeasuring approximately 10,900 sq. mtrs., which reflect the names of the holders as follows:

- 97 (part) admeasuring approximately 7425 sq. mtrs. which reflects the name of Housing Development and Improvement India Private Limited. The other rights column reflects the name of Jagannath Joma Patil as the protected tenant;
- 97 (part) admeasuring approximately 275 sq. mtrs. which reflects the name of Jaysukhlal Zaveri and others;
- 97 (part) admeasuring approximately 575 sq. mtrs. which reflects the name of Pandurang Patil and others;
- 97 (part) admeasuring approximately 875 sq. mtrs. which reflects the name of Jagannath Patil and others;
- 97 (part) admeasuring approximately 875 sq. mtrs. which reflects the name of Damodar Harishchandra Patil and others;
- 97 (part) admeasuring approximately 875 sq. mtrs. which reflects the name of Baburao Patil and others;

- 4.3 We have perused copies of the 7/12 extracts in respect of Survey No. 163 (part) corresponding with CTS No. 712 admeasuring approx. 4075 sq. mtrs., which reflect the names of the holders as follows:

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- 163 (part) admeasuring approx. 3550 sq. mtrs. which reflects the name of Housing Development and Improvement India Private Limited. The other rights column reflects the name of Jagannath Joma Patil as the protected tenant;

- 163 (part) admeasuring approx. 525 sq. mtrs. which reflects the name of Jaysukhlal Zaveri and others. There is a remark of 'fragment' in respect of this land parcel on the other rights column.

- 4.4 From a perusal of copies of the New Property Cards dated 19th July, 2019 in respect of CTS Nos. 710 A and 712 A it appears that the names of Navtilal Zaveri and others are reflected as the holders. The area of CTS No. 710A is reflected as 6586.2 sq. mtrs. and CTS No. 712A is reflected as 1278.5 sq. mtrs.

- 4.5 We have perused copies of the 7/12 extract in respect of Survey No. 67 (part) corresponding with CTS No. 723 admeasuring approx. 1239.4 sq. mtrs., which reflects the name of Nirmal Lifestyle Limited as the holder. From a perusal of copies of the New Property Card dated 19th July, 2019 in respect of CTS Nos. 723 it appears that the names of Smt. Hajjall Fatemabai Haji Tamohaamed Jamal is reflected as the holder. The area of CTS No. 723 is reflected as 1239.4 sq. mtrs.

Property Tax

- 4.6 We have perused the 2 Property Tax Receipts bearing nos. 2019ACR02449599 dated 22nd July, 2019 issued by the Brihanmumbai Mahanagarpalika in the name of Dharmesh Jain, Nirmal Lifestyle Limited for property tax paid in respect of Property 1.

- 4.7 We have perused the Property Tax Receipts bearing nos. 2019ACR02449598 dated 22nd July, 2019 issued by the Brihanmumbai Mahanagarpalika in the name of Dharmesh Jain, Nirmal Lifestyle Limited for property tax paid in respect of Property 1. We have perused the Property Tax Bill dated 19th May, 2019 issued by the Brihanmumbai Mahanagarpalika in the name of Dharmesh Jain, Nirmal

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Lifestyle Limited, for property tax to be paid in respect of CTS Nos. 730/A to E and 729 in Village Nahur.

- 4.8 We have perused the Property Tax Bill dated 19th May, 2019 issued by Brihanmumbai Mahanagarpalika in the name of Dharmesh Jain, Nirmal Lifestyle Limited, for property tax to be paid in respect of C.T.S Nos. 724, 724/1 to 10 in Village Nahur.

5. ENCUMBRANCES:

- 5.1 The ROC Search Report dated 16th August, 2019 in respect of Nirmal Lifestyle Developers Private Limited issued by Smita Prabhu & Associates, Company Secretaries, reflect the following subsisting charges in respect of the said Properties:

- 5.1.1 Indenture of Mortgage dated 31st July, 2017 registered with the office of the Sub-Registrar of Assurances at Kuria-1 under Serial No.7649/2017 executed by Nirmal Lifestyle Developers Private Limited (therein referred to as the "Mortgagor") in favour of IDBI Trusteeship Services Limited (therein referred to as the "Security Trustee") acting as the security trustee on behalf of L&T Finance Limited (therein referred to as the "Lender"), whereby the Mortgagor has created security by way of mortgage over all that piece and parcel of land bearing CTS Nos. 706B/A, 706B/B(part), 706B/C, 706B/D(part), 706B/E, 706B/F, 706B/G, 706B/H, 706B/I, 710A(part), 712A and 723 admeasuring in the aggregate about 92,672.70 sq. mtrs., situate, lying and being at Village Nahur, Taluka Kuria, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded on or towards the North by land bearing CTS No. 554A, 554B, 554C, 554D and 554E, on or towards the South by Nirmal Nagar, on or towards the West by L&S Marg and on or towards the East by land bearing CTS No. 709A, being land forming part of the

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said Properties, in favour of the Security Trustee, to secure the loan granted by the Lender to the Mortgagor.

5.1.2 Assignment Agreement dated 29th September, 2017 executed between L&T Finance Limited ("Assignor") and L&T Housing Finance Limited ("Assignee"), whereby L&T Finance Limited assigned a part of the loan aggregating to Rs. 115,00,00,000 out of the disbursed loan of Rs. 419,51,35,427/- in favour of L&T Housing Finance Limited.

5.1.3 Supplementary Indenture of Mortgage dated 26th February, 2019 executed between Nirmal Lifestyle Developers Private Limited ("Borrower") and IDBI Trusteeship Services Limited ("Security Trustee"), thereby creating additional security over the properties as mentioned therein.

5.2 We have also perused a copy of the Index # in respect of the Mortgage Deed dated 30th September, 2019 registered with the office of the Sub-Registrar of Assurances at Kurla-4 on 11th October, 2019 under Serial No. 13034 / 2019 executed by Nirmal Lifestyle Developers Private Limited and Anr. in favour of IDBI Trusteeship Services Limited thereby creating charge in respect of the all that piece and parcel of land bearing CTS Nos. 706B/A, 706B/B(part), 706B/C, 706B/D(part), 706B/E, 706B/F, 706B/G, 706B/H, 706B/I, 710A(part), 712A and 723 admeasuring in the aggregate about 74029 sq. mtrs. situate, lying and being at Village Nahur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District.

6. SEARCHES AND PUBLIC NOTICES:

6.1 Search Reports

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A. We have perused a copy of and have relied upon the search report dated 3rd May, 2017 issued to M/s. Kanga and Co. in respect of the searches conducted for the said Properties in the relevant offices of the Sub-Registrar of Assurances upon the instructions of Nirmal Lifestyle Limited, issued by search clerk Mr. Nilesh Vagal (hereinafter referred to as the "Search Report"). A copy of the said Search Report has been enclosed herewith.

The said Search Report reflects, *inter alia*, the following entries in respect of the said Properties, appearing in the records of the offices of the Sub-Registrar of Assurances at Mumbai and Bandra for the years 1988 to 2017 and the offices of the Sub-Registrar of Assurances at Chembur, Vikhroli and Nahur for the years 2002 to 2017.

From the said Search Report, we have perused the following adverse entries:

- a. Notice of Lis Pendens dated 29th April, 1991 registered under Serial No. 2054/1991 in respect of the Suit No. 1212/1991 filed by Narayan Manik Patil, in respect of Property 1. However, please see our observations under "Litigations" above;
- b. Notice of Lis Pendens dated 24th April, 2004 registered under Serial No. 4461/2004 in respect of the Suit No. 180/2004 filed by Rukmini Purshottam, Saraswati Pradhari and Kalyanji Aban Arun Kumar in respect of Property 1. However, we note that the said Suit No. 180/2004 has been disposed of vide the order dated 21st January, 2009 passed by the Hon'ble Bombay High Court;
- c. Notice of Lis Pendens dated 21st May, 2004 registered under Serial No. 5335/2004 in respect of the Suit No. 1423/2004 filed by Udayan Thakkar in respect of Property 1. However, we note that this is in respect of the Suit (J) No. 1423/2004 and has been disposed of vide the order dated 6th October, 2015 passed by the Hon'ble Bombay High Court;

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d. Deed of Mortgage dated 7th August, 2007 registered under Serial No. 5175/2007 executed by Nirmal Lifestyle Limited in favour of HDFC in respect of Property 1, Property 2, Property 4 and Property 5. However, we have perused copy of Deed of Reconveyance dated 5th January, 2011 thereby releasing charge over the properties.

e. Deed of Mortgage dated 28th January, 2008 registered under Serial No. 618/2008 executed by Nirmal Lifestyle Limited in favour of HDFC in respect of Property 1, Property 2, Property 4 and Property 5. However, we have perused copy of Deed of Reconveyance dated 5th January, 2011 thereby releasing charge over the properties.

f. Deed of Mortgage dated 15th October, 2008 registered under Serial No. 6774/2008 executed by Nirmal Lifestyle Limited in favour of Infrastructure Development Co. Ltd. in respect of Property 1, Property 2, Property 4 and Property 5. However, we have perused copy of Reconveyance of Mortgage dated 22nd July, 2009 thereby releasing charge over the properties.

g. Debenture Trust Deed dated 22nd May, 2014 registered under Serial No. 4429/2014 executed by Nirmal Lifestyle Limited and HDIL and Nirmal Lifestyle Developers Private Limited in favour of IDBI Trusteeship Services Limited in respect of the said Properties. However, we have perused a copy of the Deed of Reconveyance dated 1st August, 2017 registered with the office of the Sub-Registrar of Assurances at Kurla-1 under Serial No. 7668/2017 executed by IDBI Trusteeship Services Limited (acting as Debenture Trustee on behalf of the Debenture Holders i.e. Equity Trust (Jersey) Limited, Kotak Investment Advisors Limited and INQ Holding LLC) (herein referred to as the "Releasor") in favour of Nirmal Lifestyle Limited, Nirmal Lifestyle Developers Private Limited and Housing Development and Infrastructure Limited (herein referred to as the "Releasees"), whereby the Releasor has released and remanveyed unto the Releasees, all the right, title

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and interest of the Releasor in respect of all the properties mortgaged under the Debenture Trust Deed dated 22nd May, 2014, registered with the office of the Sub-Registrar of Assurances at Kurla-4 under Serial No. 4429/2014.

h. We have also perused a copy of the Search Report dated 6th September, 2011 issued by search clerk M. U. Kunde who has taken searches in the offices of Sub-Registrar of Assurances for the period of 40 years i.e. from 1972 to 2011 in respect of the said Property 2. The said search report contains certain entries which do not pertain to the said Property 1. From the Search Report, we have perused the following adverse entries:

- a. Deed of Mortgage dated 7th August, 2007 registered under Serial No. 5175/2007 executed by Nirmal Lifestyle Limited in favour of Housing Development Finance Corporation Limited. However, we have perused copy of Deed of Reconveyance dated 5th January, 2011 thereby releasing charge over the properties;
- b. Deed of Mortgage dated 28th January, 2008 registered under Serial No. 618/2008 executed by Nirmal Lifestyle Limited in favour of Housing Development Finance Corporation Limited. However, we have perused copy of Deed of Reconveyance dated 5th January, 2011 thereby releasing charge over the properties;
- c. Deed of Mortgage dated 15th October, 2008 registered under Serial No. 6774/2008 executed by Nirmal Lifestyle Limited and HDIL in favour of Infrastructure Development Finance Company Limited. However, we have perused copy of Reconveyance of Mortgage dated 22nd July, 2009 thereby releasing charge over the properties; and
- d. Deed of Mortgage dated 7th January, 2011 registered under Serial No. 158/2011 executed by Nirmal Lifestyle Limited and 3 others in favour of IL&FS Trust Company Limited. However, we have perused copy of letter

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dated 29th September, 2011 from IL&FS Trust Company Limited thereby releasing charge over the properties.

C. We have also perused a copy of the Search Report dated 23rd October, 2019 issued by search clerk Ms. Aarti Makwana who has taken searches in the offices of Sub-Registrar of Assurances for the period of 3 years from 2017 to 2019 in respect of the said Properties. From the Search Report, we have perused the following additional adverse entries:

- a. Mortgage Deed dated 31st July, 2017 registered with the office of the Sub-Registrar of Assurances at Kuria-1 under Serial No. 7649/2017 executed by Nirmal Lifestyle Developers Private Limited in favour of IDBI Trusteeship Services Limited;
- b. Mortgaged Deed dated 26th February, 2019 registered with the office of the Sub-Registrar of Assurances at Kuria-4 under Serial No. 1932/2019 executed by Nirmal Lifestyle Developers Private Limited in favour of IDBI Trusteeship Services Limited;
- c. Mortgaged Deed dated 30th September, 2019 registered with the office of the Sub-Registrar of Assurances at Kuria-4 under Serial No. 13034/2019 executed by Nirmal Lifestyle Developers Private Limited in favour of IDBI Trusteeship Services Limited.

ROC Search Reports

At the request of Nirmal Lifestyle Developers Private Limited, Smita Prabhu has carried out search of the charges registered and made available on MCA Portal and at the office of the ROC and has submitted her report dated 16th August, 2019. Kindly note that we have not taken independent search in the ROC, but

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have relied upon the said search report. The report reflects only the charges mentioned in the Encumbrances hereinaabove.

Public Notices

M/s. Wadia Ghandy & Co. had issued Public Notice (s) in two local daily newspapers i.e. "The Times of India" and "Maharashtra Times" in their respective editions on 3rd January, 2005 inviting objections from the public to the sale by the said Owners i.e. Housing Development and Improvement India Private Limited in favour of the Developer i.e. Nirmal Lifestyle Limited in respect of the said Property 1 and had received no objections thereto from any person / persons.

For the purpose of this Certificate of Title, we have not issued advertisements in newspapers inviting objections from the public with respect to the clear and marketable title in respect of the said Properties.

Search in the court proceedings:

We have not carried out any searches in any Courts (save and except on website of Bombay High Court) or other adjudicatory forums or in the records of other judicial authorities in respect of any or such other litigation concerning the Properties.

7. ARCHITECTURAL ASPECTS:

We have not conducted any architectural due diligence in respect of the said Properties including the structures presently standing thereon and the structures intended to be constructed thereon and as we do not advice on any architectural aspects. We recommend you to independently carry out.

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architectural due diligence in respect of the Properties including whether the structures presently standing on the Properties or intended to be developed thereon have been / are being constructed in accordance with the sanctioned plans and the applicable rules and regulations. We recommend you to independently ascertain the permissive use of the Properties and structures intended to be developed thereon, whether the FSI used or intended to be used on the Properties has been duly and properly utilized, whether the Properties are affected by any reservation or road set back or land acquisition proceedings whether the development intended to be carried out on the Properties is in accordance with the applicable Development Control Regulations and other applicable laws and regulations. You are also further recommended to independently examine the building permissions, approvals, clearances including zoning permissions, environmental clearances etc. obtained or to be obtained in respect of the structures constructed or to be constructed on the Properties described hereunder.

B. MISCELLANEOUS:

This Certificate of Title is based on the following assumptions:

- a) That the photocopies of all documents furnished to us are complete, accurate and a faithful reproduction of the original of which they purport to be copies;
- b) That all public records and documents and the entries therein referred to and relied upon herein are true, accurate, current and have been validly made;
- c) That all sanctions and permissions referred to or relied upon herein have been validly obtained and have not been cancelled or revoked at any time;

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- d) There are no facts or circumstances in existence and no events have occurred which render any of the documents referred to or relied upon in this Certificate of Title, void or voidable, repudiated or frustrated or capable of rescission for any reason and in particular but without limitation by reason of lack of consideration, default, fraud or misrepresentation and that no authorization whether under any power of attorney, resolution or otherwise has been withdrawn, cancelled or revoked.
- e) The genuineness of all signatures, the authenticity of the documents submitted to us and conformity in all respects of the copies of documents produced before us to the originals thereof, if any, applicable and mentioned to have been verified by us to be original.

9. CONCLUSION:

Based on the Documents perused by us in respect of the said Properties, the representations made to us by Nirmal Lifestyle Developers Private Limited and subject to what is stated hereinaabove, we hereby certify that, subject to the subsisting mortgages created in favour of IDBI Trusteeship Services Limited, Nirmal Lifestyle Developers Private Limited are the owners of the said Properties more particularly described in the Schedule hereunder written and their title thereto is clear and marketable and free from all encumbrances and/or charges.

10. DISCLAIMER:

10.1 The contents of this Certificate of Title are our views on the title to the Properties based on our perusal of the documents and in no event shall we be

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liable for any consequential incidental or punitive losses, damages or expenses whatsoever.

10.2 To the extent that this Certificate of Title contains or refers to reports, memoranda, lists, information, opinions or advice from any other person, that person remains exclusively responsible for the contents of such reports, memoranda, lists, information, opinions or advice.

10.3 For the purpose of this Certificate of Title, we have relied upon the search reports dated 3rd May, 2017 issued by search clerk Mr. Nilesh Vagal and the search report dated 6th September, 2011 issued by search clerk M. U. Kunde and Search Report dated 23rd October, 2019 issued by Search Clerk Ms. Aarti Makwana. Please note that the process of searches in the Registries and/or Governmental offices is often not reliable since the records are not updated/maintained properly.

10.4 The contents of this Certificate of Title are confidential and private. Neither this Certificate of Title nor any of its contents shall be copied, quoted, disclosed, referred to in any document or given to any third party, in whole or in part without our express written consent. We accept no responsibility or legal liability to any person in relation to the contents of this Certificate of Title even if the same has been disclosed with our consent.

THE SCHEDULE ABOVE REFERRED TO

(Description of the Property 1)

All those pieces or parcels of land bearing CTS Nos. 706 B/A (part), 706 B/B (part), 706 B/C, 706 B/D (part), 706 B/E, 706 B/F, 706 B/G, 706 B/H and 706 B/I admeasuring in the aggregate about 62,000 sq. mtrs. situate, lying and being at Village Nahur, Taluka

Kurja, District Bombay Suburban Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On the North by: Bombay Oxygen Plot
On the South by: Land bearing CTS Nos. 729, 730A, 730B and 730C
On the East by: Land bearing CTS Nos. 710 and 712
On the West by: L.B.S. Road

(Description of the Property 2)

All those pieces or parcels of land bearing old CTS Nos. 718 (part) corresponding new CTS No. 706B/D (part) admeasuring about 1889 sq. mtrs. situate, lying and being at Village Nahur, Taluka Kurja, District Bombay Suburban Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On or towards the North by: Land bearing CTS No. 706B/D
On or towards the South by: Land bearing CTS No. 764/B
On or towards the East by: Land bearing CTS No. 706/A
On or towards the West by: Land bearing CTS No. 706B/D

(Description of the Property 3)

All those pieces or parcels of land bearing CTS Nos. 710A (part) and 712A (part) admeasuring in the aggregate about 5306 sq. mtrs. situate, lying and being at Village Nahur, Taluka Kurja, District Bombay Suburban Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On or towards the North by: Land bearing CTS No. 710A (part)
On or towards the South by: Land bearing CTS No. 706 B/D
On or towards the West by: Land bearing CTS Nos. 706 B/D, 706 B/E, 706 B/F
On or towards the East by: Land bearing CTS No. 709/A

(Description of the Property 4)

All those pieces or parcels of land bearing CTS Nos. 723 admeasuring about 1219.4 sq. mtrs. situate, lying and being at Village Nahur, Taluka Kurja, District Bombay Suburban Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On or towards the North by: Land bearing CTS No. 706B/F
On or towards the South by: Land bearing CTS No. 706B/B
On or towards the East by: Land bearing CTS No. 706B/S
On or towards the West by: L.B.S. Road

(Description of the Property 5)

All those pieces or parcels of land bearing CTS Nos. 706 B/A (part), 706 B/B (part) and 706 B/D (part) admeasuring in the aggregate about 31,525 sq. mtrs. situate, lying and being at Village Nahur, Taluka Kurja, District Bombay Suburban Registration District and Sub-District of Bombay City and Bombay Suburban District and bounded as follows:

On or towards the North : Land bearing CTS Nos. 706B/B and 706B/D
On or towards the South : Land bearing CTS No. 758A, 728D and 731B
On or towards the East : Land bearing CTS Nos. 764B and 706A
On or towards the West : L.B.S. Marg

Dated this 8th day of November, 2019

Yours faithfully,
For MDP & Partners


Partner

ANNEXURE C (COLLY)

महाराष्ट्र राज्य सरकार

विभाग - **सहाय्य** **महाराष्ट्र राज्य सरकार - महाराष्ट्र राज्य** **विभाग -** **सुपरिन्टेंडंट ऑफ सिव्हिल**
 कोष - **सहाय्य** कोष - **सहाय्य** कोष - **सहाय्य**
 कोष - **सहाय्य** कोष - **सहाय्य** कोष - **सहाय्य**

पुस्तिका क्रमांक
 कोष क्रमांक
 कोष क्रमांक
 कोष क्रमांक

क्रमांक	विवरण	प्रमाणित	प्रमाणित (कोष क्रमांक)	प्रमाणित
1	महाराष्ट्र राज्य सरकार - महाराष्ट्र राज्य			
2	महाराष्ट्र राज्य सरकार - महाराष्ट्र राज्य			

महाराष्ट्र राज्य सरकार
 महाराष्ट्र राज्य सरकार
 महाराष्ट्र राज्य सरकार
 महाराष्ट्र राज्य सरकार

महाराष्ट्र राज्य सरकार

विभाग - **सहाय्य** **महाराष्ट्र राज्य सरकार - महाराष्ट्र राज्य** **विभाग -** **सुपरिन्टेंडंट ऑफ सिव्हिल**
 कोष - **सहाय्य** कोष - **सहाय्य** कोष - **सहाय्य**
 कोष - **सहाय्य** कोष - **सहाय्य** कोष - **सहाय्य**

पुस्तिका क्रमांक
 कोष क्रमांक
 कोष क्रमांक
 कोष क्रमांक

क्रमांक	विवरण	प्रमाणित	प्रमाणित (कोष क्रमांक)	प्रमाणित
1	महाराष्ट्र राज्य सरकार - महाराष्ट्र राज्य			
2	महाराष्ट्र राज्य सरकार - महाराष्ट्र राज्य			

महाराष्ट्र राज्य सरकार
 महाराष्ट्र राज्य सरकार
 महाराष्ट्र राज्य सरकार
 महाराष्ट्र राज्य सरकार

श्रीलंका-भारत मित्रता

आयुक्त-सूची - भारत
 आयुक्त-सूची - श्रीलंका - श्रीलंका - श्रीलंका
 आयुक्त-सूची - श्रीलंका - श्रीलंका - श्रीलंका
 आयुक्त-सूची - श्रीलंका - श्रीलंका - श्रीलंका

आयुक्त-सूची - श्रीलंका
 आयुक्त-सूची - श्रीलंका
 आयुक्त-सूची - श्रीलंका

क्र.सं.	नाम	पद	वर्ग	वर्ग
1	श्रीलंका-भारत मित्रता	...	...	...
2	श्रीलंका-भारत मित्रता	...	...	...

आयुक्त-सूची - श्रीलंका
 आयुक्त-सूची - श्रीलंका
 आयुक्त-सूची - श्रीलंका

श्रीलंका-भारत मित्रता

आयुक्त-सूची - भारत
 आयुक्त-सूची - श्रीलंका - श्रीलंका - श्रीलंका
 आयुक्त-सूची - श्रीलंका - श्रीलंका - श्रीलंका
 आयुक्त-सूची - श्रीलंका - श्रीलंका - श्रीलंका

आयुक्त-सूची - श्रीलंका
 आयुक्त-सूची - श्रीलंका
 आयुक्त-सूची - श्रीलंका

क्र.सं.	नाम	पद	वर्ग	वर्ग
1	श्रीलंका-भारत मित्रता	...	...	...
2	श्रीलंका-भारत मित्रता	...	...	...

आयुक्त-सूची - श्रीलंका
 आयुक्त-सूची - श्रीलंका
 आयुक्त-सूची - श्रीलंका

महाराष्ट्र सरकार

केंद्राचे नाव - मुंबई	महाराष्ट्र सरकार - महाराष्ट्र शासन	विवरण - सुद्धा
वर्ग - १	वर्ग - १	वर्ग - १

वर्ग - १	वर्ग - १	वर्ग - १
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वर्ग	वर्ग	वर्ग	वर्ग
वर्ग - १	वर्ग - १	वर्ग - १	वर्ग - १
वर्ग - १	वर्ग - १	वर्ग - १	वर्ग - १

महाराष्ट्र सरकार
 महाराष्ट्र शासन
 महाराष्ट्र शासन

महाराष्ट्र सरकार

केंद्राचे नाव - मुंबई	महाराष्ट्र सरकार - महाराष्ट्र शासन	विवरण - सुद्धा
वर्ग - १	वर्ग - १	वर्ग - १

वर्ग - १	वर्ग - १	वर्ग - १
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वर्ग	वर्ग	वर्ग	वर्ग
वर्ग - १	वर्ग - १	वर्ग - १	वर्ग - १
वर्ग - १	वर्ग - १	वर्ग - १	वर्ग - १
वर्ग - १	वर्ग - १	वर्ग - १	वर्ग - १
वर्ग - १	वर्ग - १	वर्ग - १	वर्ग - १

महाराष्ट्र सरकार

केंद्राचे नाव - मुंबई	महाराष्ट्र सरकार - महाराष्ट्र शासन	विवरण - सुद्धा
वर्ग - १	वर्ग - १	वर्ग - १

वर्ग	वर्ग	वर्ग	वर्ग
वर्ग - १	वर्ग - १	वर्ग - १	वर्ग - १

महाराष्ट्र सरकार
 महाराष्ट्र शासन
 महाराष्ट्र शासन

महाराष्ट्र सरकार
 महाराष्ट्र शासन
 महाराष्ट्र शासन

भारतभारती पत्रिक

दिनांक - 15/05/2018
 पत्रिका - भारतभारती
 भाग - 10
 क्र. 100

विषय -
 भारतभारती पत्रिका
 भाग - 10
 क्र. 100

क्र.सं.	विषय	लेखक	लेखन (शब्द संख्या)	समाप्ति
1	भारतभारती पत्रिका	...	...	...

भारतभारती पत्रिका
 भाग - 10
 क्र. 100

भारतभारती पत्रिका

दिनांक - 15/05/2018
 पत्रिका - भारतभारती
 भाग - 10
 क्र. 100

विषय -
 भारतभारती पत्रिका
 भाग - 10
 क्र. 100

क्र.सं.	विषय	लेखक	लेखन (शब्द संख्या)	समाप्ति
1	भारतभारती पत्रिका	...	...	...

भारतभारती पत्रिका

दिनांक - 15/05/2018
 पत्रिका - भारतभारती
 भाग - 10
 क्र. 100

क्र.सं.	विषय	लेखक	लेखन (शब्द संख्या)	समाप्ति
1	भारतभारती पत्रिका	...	...	...

महाराष्ट्र राज्य

विभाग - महाराष्ट्र राज्य
 विभाग - महाराष्ट्र राज्य
 विभाग - महाराष्ट्र राज्य

क्र.सं.	वर्ग	नाम	पद	वर्ग
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...

क्र.सं.	वर्ग	नाम	पद	वर्ग
1
2
3
4
5

महाराष्ट्र राज्य

विभाग - महाराष्ट्र राज्य
 विभाग - महाराष्ट्र राज्य
 विभाग - महाराष्ट्र राज्य

क्र.सं.	वर्ग	नाम	पद	वर्ग
1	...	...	...	...
2	...	...	...	...
3	...	...	...	...
4	...	...	...	...
5	...	...	...	...

क्र.सं.	वर्ग	नाम	पद	वर्ग
1
2
3
4
5

महाराष्ट्र राज्य

विभाग - महाराष्ट्र राज्य
 विभाग - महाराष्ट्र राज्य
 विभाग - महाराष्ट्र राज्य

क्र.सं.	वर्ग	नाम	पद	वर्ग
1
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क्र.सं.	वर्ग	नाम	पद	वर्ग
1
2
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4
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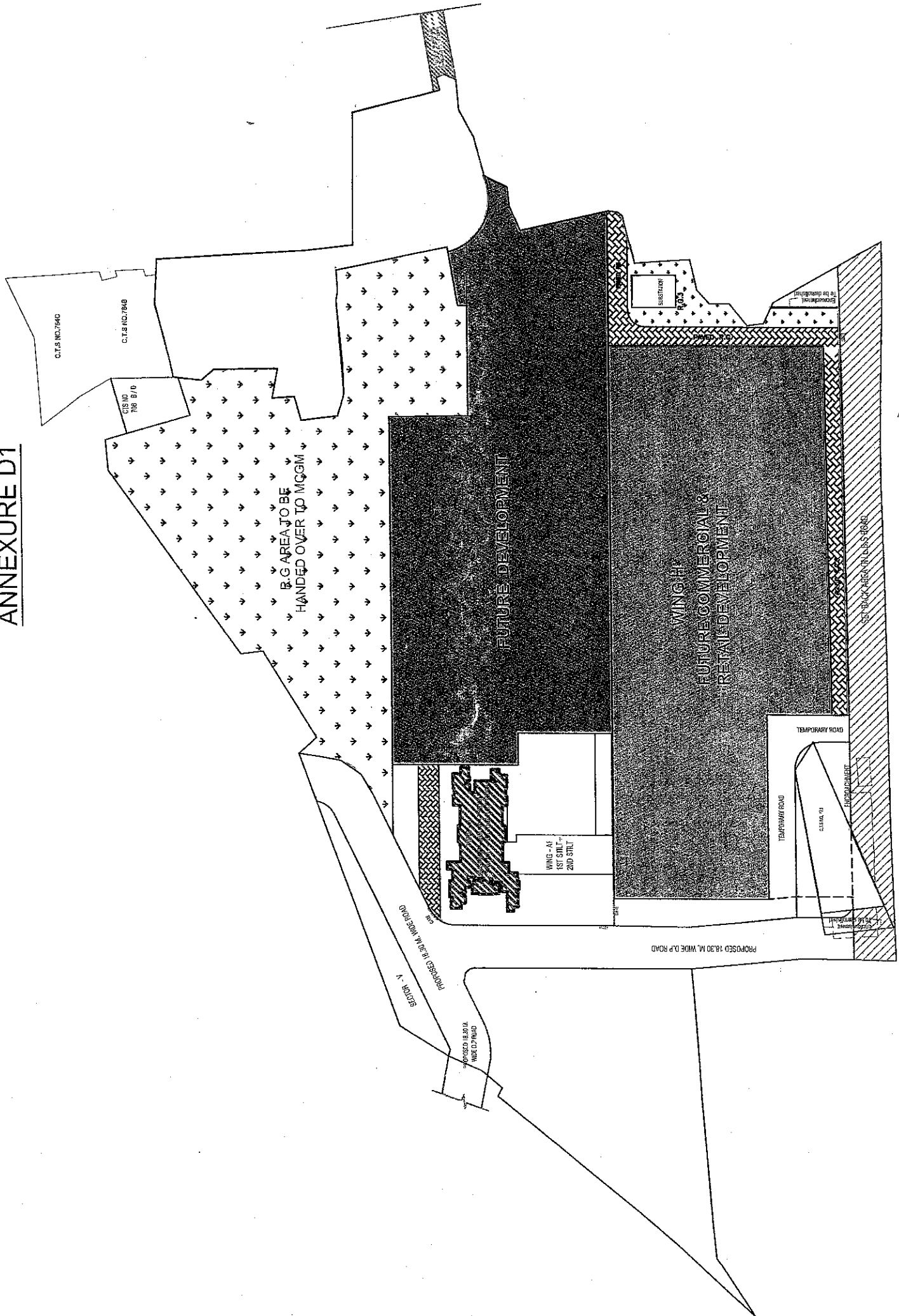
महाराष्ट्र राज्य

विभाग - महाराष्ट्र राज्य
 विभाग - महाराष्ट्र राज्य
 विभाग - महाराष्ट्र राज्य

क्र.सं.	वर्ग	नाम	पद	वर्ग
1
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क्र.सं.	वर्ग	नाम	पद	वर्ग
1
2
3
4
5

ANNEXURE D1



30.50 M. (100'-0") WIDE LALBAHADUR SHASTRI MARG

BLOCK PLAN

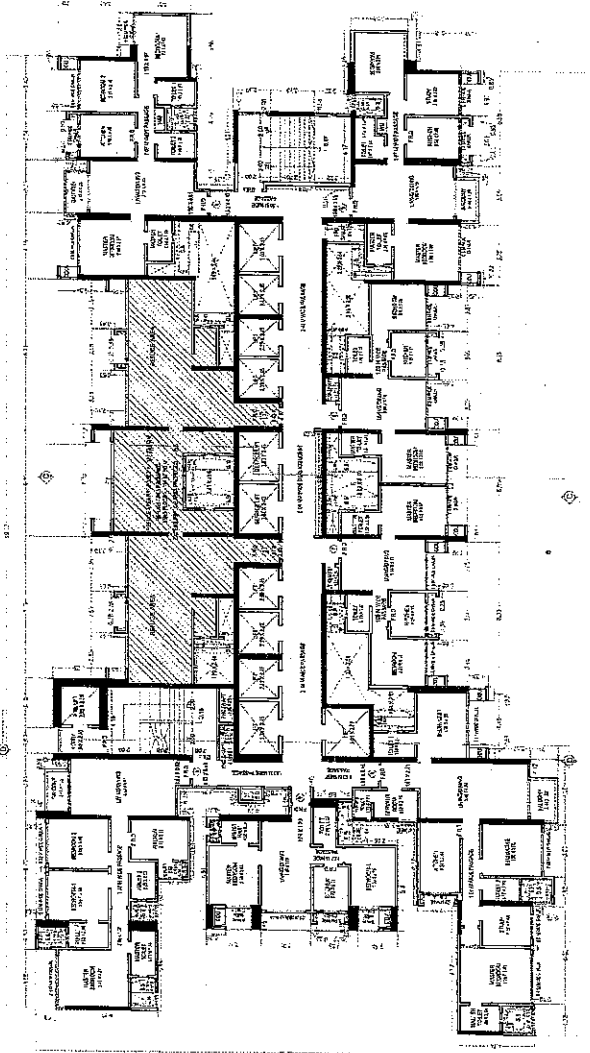
ANNEXURE - E [COI11Y]

PROFORMA - B
CONTENTS OF SHEET

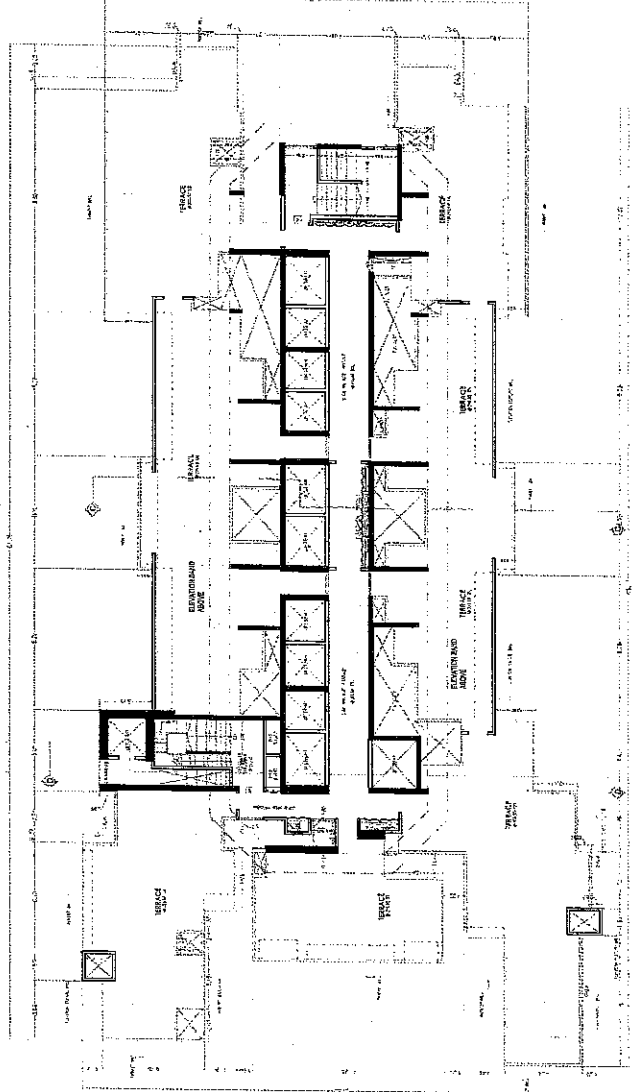
WING A
53RD REFUGE FLOOR PLAN & TERRACE FLOOR PLAN

STAMP OF APPROVAL OF PLANS

Handwritten notes and stamps, including a circular stamp with text and a rectangular stamp with a signature.



WING A
53RD FLOOR (REFUGE FLOOR)
SCALE 1 : 100



WING 'A' (TERRACE FLOOR PLAN)
SCALE 1 : 100

STAMP OF DATE OF RECEIPT OF PLANS

REV	DESCRIPTION	DATE	SIGNATURE

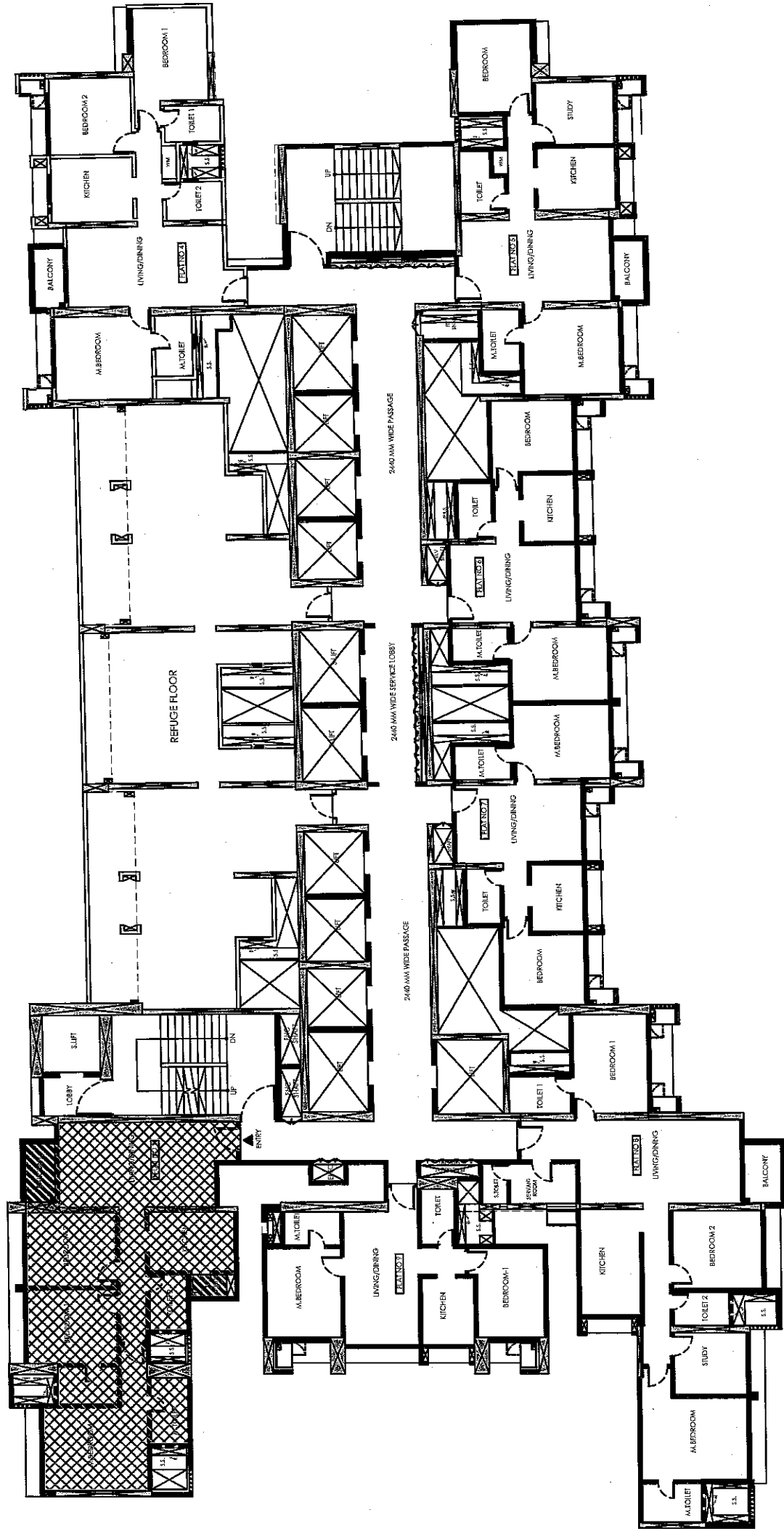
DESCRIPTION OF PROPOSAL & PROPERTY
PROPOSED RESIDENTIAL COMMERCEIAL
BLOCK NO.33 HYDRABAD, 2 & 4 N
CHILUKOTURU, C.T.E. NO. 77/17/17A, YAMUNTA
TO BUILDING FOR COMMERCIAL AND RESIDENTIAL USE.
758 814 700 (OFFICE) 758 814 700 (RESIDENTIAL)
BUILDING NO. 33 HYDRABAD 400 000

NAME OF OWNER
DHARMESH
SARDARMA
L JAIN
SHRI. DHARMESH JAIN DIRECTOR OF
M/S. NIRMAL LIFESTYLE DEVELOPERS PVT.LTD.
OWNER

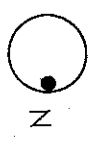
SIGNATURE & ADDRESS OF ARCHITECT

DAISARIA ASSOCIATES
MANGALURU
DAISARIA ASSOCIATES
M.V. DAISARIA
NORTH LINE
REMARKS: JOB NO. 711
SCALE: AS SHOWN
DATE: 7-12-2021
CHK. BY: AWD

REJUVE 360- PHASE I
Annexure E1-Floor plan of said unit



TOWER A - UNIT NO 01
39th, 46th, 53rd (REFUGE)



FLOOR NO. 53rd

UNIT NO. 5301

ANNEXURE - F [COPY]



MUNICIPAL CORPORATION OF GREATER MUMBAI Amended Plan Approval Letter

File No. CE/4813/BPES/AT/337/5/Amend dated 15.06.2021

To, **CC (Owner),**
MANOJ VALJIBHAI DAISARIA
801 Skyline Epitome, Kiroi Road,
Near Jolly Gymkhana,
Vidyavihar West, Mumbai - 400086

NIRMAL LIFESTYLE DEVELOPERS
PRIVATE LIMITED
3rd Floor, Multiplex Building, LBS
Marg, Mulund (W), Mumbai-400080.

Subject : Proposed building no.3 on plot bearing New C.T.S. No.706-B/A, 706 B/B, 706/B/C, 706-B/D, 706-B/E, 706-B/F, 706-B/G, 706-B/H, 706-B/J, 710A, 712A, 763A &762A of Village Nahur, at L.B.S. Marg, Mulund (W), Mumbai 400 080.

Reference : Online submission of plans dated 01.01.1900

Dear Applicant/ Owner/ Developer,

There is no objection to your carrying out the work as per amended plans submitted by you online under reference for which competent authority has accorded sanction, subject to the following conditions.

- 1) That all the conditions of IOD under even number CE/4813/BPES/AT dtd.10/08/2006 and Amended plans dt.16/01/2007, 13/06/2007, 21/01/2008, 09/10/2014, 31/07/2019 and 18/10/2019 conditions shall be complied with.
- 2) That the structural design / calculations / details / drawings shall be submitted.
- 3) That C.C. shall be got endorsed as per amended plans.
- 4) That all the requisite payments shall be made.
- 5) That the up to date assessment Taxes shall be paid shall be submitted.
- 6) That the work shall be carried out strictly as per approved plan.
- 7) That the conditions of development permission dtd 03.01.2019 shall be complied with.
- 8) That the condition i.e as per the request from Architect / Developer the concession were obtained for commercial premises up to F.S.I. 1, hence inclusive housing is not required, shall be complied with.
- 9) That the floors existing above the proposed commercial wing are need to be shown as Proposed to be demolished.
- 10) That the payments are shall made on time schedule as per installment schedule approved & Post Date Cheques shall be deposited.
- 11) That the MOEF NOC shall be submitted before asking of CC beyond FSI area 217293.73 m², Non FSI area 290542.82 m² & Total BUA: 507836.55 m². and height of building beyond 120 m.
- 12) That the CC shall be restricted for reservations/ DP road/ setback to be handed over to MCGM and 10% against BUA for which instalment facility is availed.
- 13) That single PR card shall be submitted for amalgamated plot before OCC
- 14) That the HRC NOC shall be submitted before asking CC byond 120 m and changes if any shall be amended subsequently
- 15) That the top most elevation of the building will be certified by Airport Authority of India /GVK mentioning that the Average Mean Sea Level of the Building is within the permissible limits of Civil Aviation N.O.C. The same shall be submitted before O.C.C.

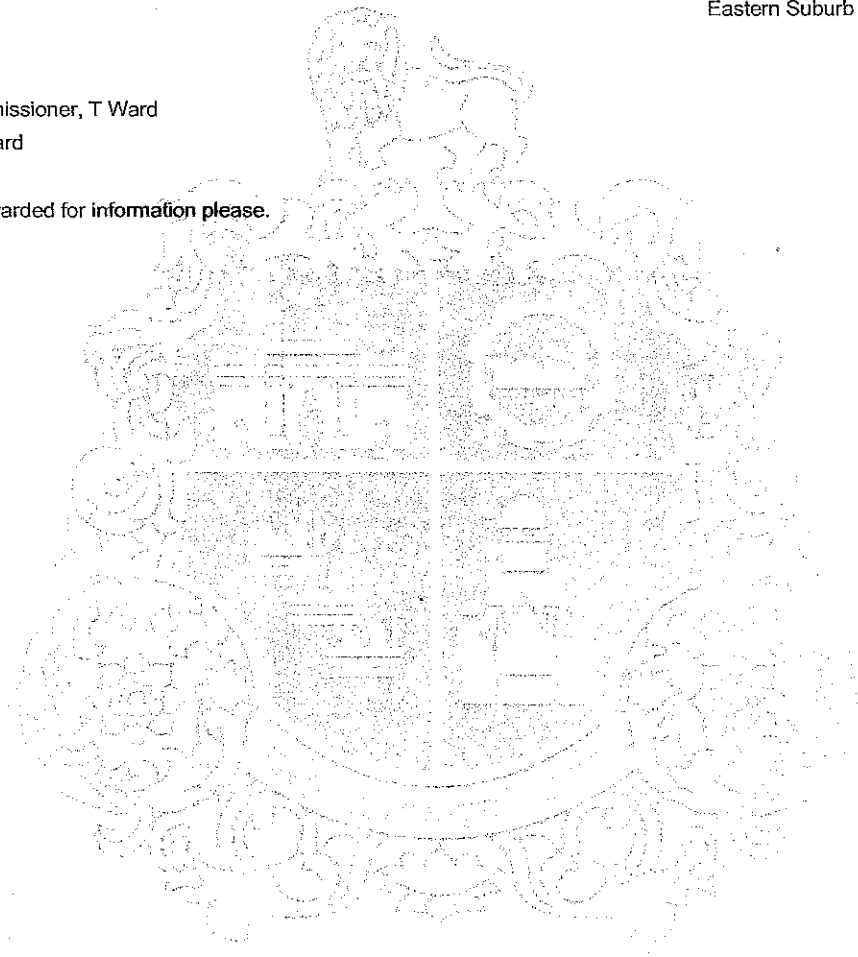
✓
Name : Hardeepsingh
Balwantsingh Sachdeo
Designation : Executive
Engineer
Organization : Personal
Date : 15-Jun-2021 15: 22:48

For and on behalf of Local Authority
Municipal Corporation of Greater Mumbai
Executive Engineer . Building Proposal
Eastern Suburb

Copy to :

- 1) Assistant Commissioner, T Ward
- 2) A.E.W.W., T Ward
- 3) D.O. T Ward

- Forwarded for information please.



ANNEXURE - F [COIIV]

C - 3



BRIHANMUMBAI MUNICIPAL CORPORATION

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No CE/4813/BPES/AT/FCC/3/Amend

COMMENCEMENT CERTIFICATE



To,
SHRI. DHARMESH JAIN C.A. TO OWNER
3rd Floor, Multiplex Building, L.B.S. Marg, Mulund
(W), Mumbai-400080.

Sir,

With reference to your application No. **CE/4813/BPES/AT/FCC/3/Amend** Dated. **07 Aug 2018** for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated **07 Aug 2018** of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S.No. **706, 709-B, 710(pt.), 711, 712(pt.), 713 to 720, 722, 724, 724/1 to 10, 729, 730/A to E (New C.T.S. No.706-B/A, 706-B/B, 706-B/C, 706-B/D, 706-B/E, 706-B/F, 706-B/G, 706-B/H & 706-B/J)** Division / Village / Town Planning Scheme No. **NAHUR - T** situated at **L.B.S. Marg Road / Street in T Ward Ward .**

The Commencement Certificate / Building Permit is granted on the following conditions:--

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

The Municipal Commissioner has appointed Shri. **AE BP S&T ward** Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 2/1/2008

Issue On : 03 Jan 2007 Valid Upto : 02 Jan 2008

Application Number : CE/4813/BPES/ATCC/1/Old

Remark :

CC upto to top of basement slab as per approved plan dated 10/08/2006

Approved By
V.D. Ingavale
Executive Engineer

Issue On : 09 Mar 2007 Valid Upto : 02 Jan 2008

Application Number : CE/4813/BPES/ATFCC/1/Old

Remark :

Full CC for the part portion marked 'A-B-C-D-E-F-G-H' on the plan as per amended plans dated 16/01/2007.

Approved By
V.D. Ingavale
Executive Engineer

Issue On : 22 Jun 2007 Valid Upto : 02 Jan 2008

Application Number : CE/4813/BPES/ATFCC/1/Old

Remark :

CC upto top of the basement for extended portion as per amended approved plans dated 13/06/2007.

Approved By
V.D. Ingavale
Executive Engineer

Issue On : 05 Feb 2008 Valid Upto : 02 Jan 2009

Application Number : CE/4813/BPES/ATFCC/1/Old

Remark :

CC upto top of the basement for extended portion as per amended approved plans dated 24/01/2008.

Approved By
V.D. Ingavale
Executive Engineer

Issue On : 27 Nov 2008 Valid Upto : 02 Jan 2009

Application Number : CE/4813/BPES/ATFCC/1/Old

Remark :

CC upto basement top slab level except the portion shown 'X' in orange colour and full CC to the portion marked A,B,C,D,E,F,G,H on accompanying plan as per approved plans dated 21.01.2008.

Approved By
V.D. Ingavale
Executive Engineer

Issue On : 12 Jan 2010 Valid Upto : 02 Jan 2011

Application Number : CE/4813/BPES/ATFCC/1/Old

Remark :

Full CC for the portion marked 'Y' (Hatched orange) as shown on accompanying plan as per approved plans dated 21/08/2008 and as per phase-I of phase wise programme approved dated 24/11/2008

Approved By
P.M. GURJAR
Executive Engineer

Issue On : 08 Nov 2019 Valid Upto : 07 Nov 2020

Application Number : CE/4813/BPES/AT/FCC/1/Amend

CE/4813/BPES/AT/FCC/3/Amend

Remark :

C.C. is granted up to the top slab of 3rd podium of residential Wing 'A', 'B', 'C', 'D' & 'E' as per last amended approved plan dated 18/10/2019.

Approved By
Assistant Engineer S&T ward
Assistant Engineer (BP)

Issue On : 01 Jul 2022

Valid Upto : 30 Jun 2023

Application Number : CE/4813/BPES/AT/FCC/2/Amend

Remark :

Further C.C. for wing 'A' is granted up to 51st floor by restricting C.C. for 10% area for installment facility (i.e. restricting C.C. of 52nd to 57th floor,) as per Last approved Amended plans dated 15.06.2021. This C.C. is issued subject to taking all sorts of precautions during monsoon period.

Approved By
AE BP S&T ward
Assistant Engineer (BP)

Issue On : 05 Jun 2024

Valid Upto : 02 Jan 2025

Application Number : CE/4813/BPES/AT/FCC/3/Amend

Remark :

Further C.C. is granted for wing 'A' comprising of 2 level basements + stilt + 1st to 7th podium + 1st to 3rd upper stilt and 1st to 57th upper floors as per amended approved plan dated 27.06.2023 subject to timely renewal of B.G, SWM NOC, Workmen's compensation policy and taking all sorts of precautions during construction and for air pollution.

Digitally signed by Nitin Vasantrao Patil
Date: 05 Jun 2024 20:45:13
Organization : Brihanmumbai Municipal Corporation
Designation : Assistant Engineer (BP)



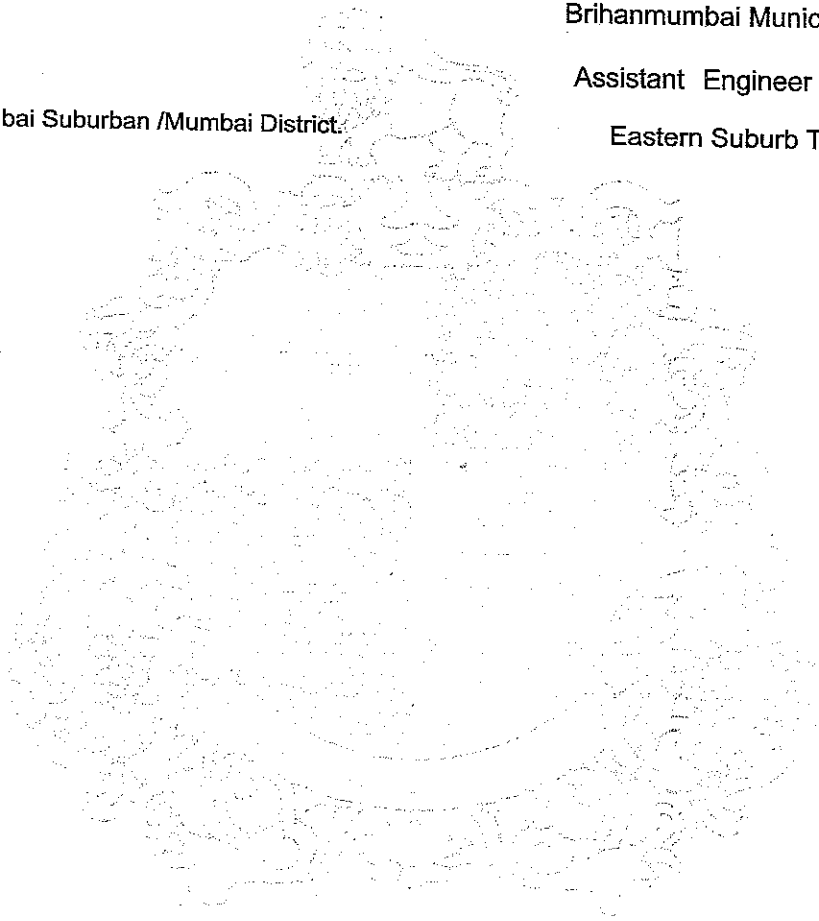
For and on behalf of Local Authority
Brihanmumbai Municipal Corporation

Assistant Engineer . Building Proposal

Eastern Suburb T Ward Ward

Cc to :

1. Architect.
2. Collector Mumbai Suburban /Mumbai District.



LEFT

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INTENTIONALLY



सत्यमेव जयते

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

[Refer Rule 20 of the LLP Rules, 2009]

FRESH CERTIFICATE OF INCORPORATION CONSEQUENT UPON CHANGE OF NAME

LLP Identification Number: **AAA-5055**

In the matter of L&T Avenue Realty LLP

I hereby certify that L&T Avenue Realty LLP which was originally incorporated on THIRD day of JUNE TWO THOUSAND ELEVEN under the LLP Act, 2008 as L&T Avenue Realty LLP having duly passed the necessary resolution in terms of Rule 20(1) of the LLP Rules, 2009. The name of the said Limited Liability Partnership (LLP) is this day changed to ELEVATED AVENUE REALTY LLP and this certificate is issued under Rule 20(3) of the said Rules.

Given under my hand at Manesar this THIRD day of APRIL TWO THOUSAND TWENTY FOUR.

Document certified by DS MINISTRY OF CORPORATE AFFAIRS, CRC MANESAR 1 <RC@CRC@MCA.GOV.IN>

Digitally signed by
DS MINISTRY OF CORPORATE
AFFAIRS, CRC MANESAR 1
Date: 2024.04.03 17:31:00 IST

Kuldeep Singh
Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies
Central Registration Centre

Mailing Address as per record available in Registrar Office:

ELEVATED AVENUE REALTY LLP

L&T HOUSE BALLARD ESTATE MUMBAI NA Mumbai City Maharashtra India 400001



CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE DESIGNATED PARTNERS OF L&T AVENUE REALTY LLP HELD AT THE REGISTERED OFFICE OF THE LLP ON 28TH MARCH 2024 AT 10:00 A.M.

CONSIDER CHANGE OF NAME OF LLP:

“RESOLVED THAT pursuant to the provisions of Limited Liability Partnership Act, 2008, Limited Liability Partnership Rules, 2009 and other applicable provisions if any, including any enactments or amendments thereof and subject to the approval of the Registrar of Companies, the existing name of the LLP be changed from **L&T AVENUE REALTY LLP** to **ELEVATED AVENUE REALTY LLP** or **HEIGHT AVENUE REALTY LLP** or such other name as may be approved by the Registrar of Companies and agreed upon by the Partners of the LLP.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, Designated Partners of the LLP be and is hereby authorized to make necessary application for obtaining approval to the change of name accordingly to the Registrar of Companies Maharashtra at Mumbai.

RESOLVED FURTHER THAT Designated Partners of the LLP be and is hereby also authorized, on behalf of the LLP, to do all such acts, deeds, matters and things as deem necessary, proper or desirable and to sign and execute all necessary documents, applications and returns for the purpose of giving effect to the aforesaid resolution along with filing of necessary E-Forms of Change of name with the Registrar of Companies Maharashtra at Mumbai.”

For **L&T AVENUE REALTY LLP**

SHRIKANT
PRABHAKAR JOSHI

Digitally signed by SHRIKANT
PRABHAKAR JOSHI
Date: 2024.04.01 16:37:05
+05'30'

(SHRIKANT JOSHI)
DESIGNATED PARTNER
DIN : 02278471

UMA CHARAN
RATH

Digitally signed by UMA
CHARAN RATH
Date: 2024.04.01
16:35:42 +05'30'

(U. C. RATH)
DESIGNATED PARTNER
DIN : 05181797

Date: April 1, 2024

L&T AVENUE REALTY LLP
Correspondence Address:
L&T Realty, A. M. Naik Tower
L&T Campus Gate No. 3,
Jogeshwari-Vikhroli Link Road (JVLR),
Powai, Mumbai - 400 072, India.

Registered Office:
L&T House, N.M. Marg, Ballard Estate,
Mumbai - 400 001, INDIA
LLPIN-AAA-5055



GOVERNMENT OF INDIA

MINISTRY OF CORPORATE AFFAIRS

Central Registration Centre

[Refer Rule 20 of the LLP Rules, 2009]

FRESH CERTIFICATE OF INCORPORATION CONSEQUENT UPON CHANGE OF NAME

LLP Identification Number: **AAA-5055**

In the matter of L&T ASIAN REALTY PROJECT LLP

I hereby certify that L&T ASIAN REALTY PROJECT LLP which was originally incorporated on Third day of June Two thousand eleven under the LLP Act, 2008 as L&T ASIAN REALTY PROJECT LLP having duly passed the necessary resolution in terms of Rule 20(1) of the LLP Rules, 2009. The name of the said Limited Liability Partnership (LLP) is this day changed to L&T Avenue Realty LLP and this certificate is issued under Rule 20(3) of the said Rules.

Given under my hand at Manesar this Twenty seventh day of April Two thousand twenty-three.

Digitally signed by DS MINISTRY OF
CORPORATE AFFAIRS 10
Date: Fri Apr 28 18:11:05 IST 2023

Vikram Singh

Assistant Registrar of Companies/ Deputy Registrar of Companies/ Registrar of Companies
For and on behalf of the Jurisdictional Registrar of Companies
Registrar of Companies

Central Registration Centre

Mailing Address as per record available in Registrar Office:

L&T Avenue Realty LLP

L&T HOUSE BALLARD ESTATE, , NA, MUMBAI, Mumbai City, Maharashtra, India-400001





L&T Asian Realty

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE DESIGNATED PARTNERS OF L&T ASIAN REALTY PROJECT LLP HELD AT THE REGISTERED OFFICE OF THE LLP ON 16TH JANUARY 2023 AT 09:30 A.M.


CONSIDER CHANGE OF NAME OF LLP TO L&T AVENUE REALTY LLP:

"RESOLVED THAT pursuant to the provisions of Limited Liability Partnership Act, 2008, Limited Liability Partnership Rules, 2009 and other applicable provisions if any, including any enactments or amendments thereof and subject to the approval of the Registrar of Companies the existing name of the LLP be changed from **L&T ASIAN REALTY PROJECT LLP to L&T AVENUE REALTY LLP** or such other name as may be approved by the Registrar of Companies and agreed upon by the Partners of the LLP.

RESOLVED FURTHER THAT for the purpose of giving effect to this resolution, Designated Partners of the LLP be and is hereby authorized to make necessary application for obtaining approval to the change of name accordingly to the Registrar of Companies Maharashtra at Mumbai.

RESOLVED FURTHER THAT Designated Partners of the LLP be and is hereby also authorized, on behalf of the LLP, to do all such acts, deeds, matters and things as deem necessary, proper or desirable and to sign and execute all necessary documents, applications and returns for the purpose of giving effect to the aforesaid resolution along with filing of necessary E-Forms of Change of name with the Registrar of Companies Maharashtra at Mumbai."

For **L&T ASIAN REALTY PROJECT LLP**


(U. C. RATH)
DESIGNATED PARTNER
DIN : 05181797

Date: March 14, 2023

L&T Asian Realty Project LLP
AMN Tower, Gate No. 3, Saki Vihar Road,
Powai, Mumbai - 400 072,
India. Tel: +91 22 6892 5000
LLPIN-AAA-5055

Registered Office:
L&T House, N. M. Marg
Ballard Estate
Mumbai - 400 001, INDIA

AP-2

505:15981
Tuesday, November 23, 2021
12:37 PM

पावती
Original/Duplicate
नोंदणी क्र.: 394
Regn.: 1984

पावती क्र.: 17135 दिनांक: 23/11/2021

गावचे नाव: फोर्ट
दस्तावेजाचा अंशक्रमांक: बवई-4-15981-2021
दस्तावेजाचा प्रकार: पोवर ऑफ अटॉर्नी
सादर करणाऱ्याचे नाव: व्हा. अॅड टी. प्रथम रिशवती प्रोजेक्ट एन एन पी तर्फे प्राधिकृत व्यक्ती जे
हरिण कुमार - हेड (कार्यवाही विलेयन मॅनेजमेंट)

नोंदणीची रक्कम: ₹ 100.00
दस्तावेजाच्या रक्कम: ₹ 400.00
पुढाची रक्कम: 20

एकूण: ₹ 500.00

आपणास मूळ दस्ता, संवनेत प्रिंट सूची-२ अंशाले
12-46 PM वा वेळीस मिळेल.

बाजार मूल्य: ₹ 1.4
मोबदला: ₹ 0.
भरलेले मुद्रांक मूल्य: ₹ 500.

1) देवकाचा प्रकार: By Cash रक्कम: ₹ 400.
2) देवकाचा प्रकार: Challan रक्कम: ₹ 100.
3) देवकाचा प्रकार: MTR Form No. 6 दिनांक: 23/11/2021
विलेयन गाव व पत्ता:

82VFHQR

11/25/2021

CHALLAN
MTR Form Number-6

GRN: MH009051526202122E BARCODE: 5 10000000000000000000000000000000 Date: 23/11/2021-17:53:28 Form ID: 48(1)

Department: Inspector General Of Registration Payer Details

Type of Payment: Stamp Duty Registration Fee TAX ID / TAN (If Any)

Office Name: BOM2_JT SUB REGISTRA MUMBAI CITY 2 PAN No. (If Applicable)

Location: MUMBAI Full Name: LAND T ASIAN REALTY PROJECT LLP

Year: 2021-2022 One Time Flat/Block No.

Account Head Details Amount In Rs. Premises/Building

0030045501 Stamp Duty 500.00 Road/Street

0030083301 Registration Fee 100.00 Area/Locality

Town/City/District

PIN: 4 0 0 0 0 1

Remarks (If Any)

Second Party Name: DEEPAK PRADHAN AND OTHERS

Total: 600.00 Words: Six Hundred Rupess Only

Payment Details: PUNJAB NATIONAL BANK FOR USE IN RECEIVING BANK

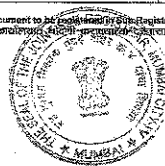
Cheque/DD Details Bank CIN Ref. No. 0300617202112200539 345792847

Cheque/DD No. Bank Date RBI Date 23/11/2021-17:55:53 Not Verified with RBI

Name of Bank: Bank Branch: PUNJAB NATIONAL BANK

Name of Branch: Scrol No., Date Not Verified with Scrol

Department ID: Mobile No.: 0009909090
 NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 नोंदणी करणेसाठी ही पावती केवळ उप-नोंदणी कार्यालयातच वापरता येईल. नोंदणी न करता उपासना करणेसाठी ही पावती ग्राह्यता येणारी नाही.



बवई ४
 14/11/2021
 2021

CHALLAN
MTR Form Number-6

GRN: MH009051526202122E BARCODE: 5 10000000000000000000000000000000 Date: 23/11/2021-17:53:28 Form ID: 48(1)

Department: Inspector General Of Registration Payer Details

Type of Payment: Stamp Duty Registration Fee TAX ID / TAN (If Any)

Office Name: BOM2_JT SUB REGISTRA MUMBAI CITY 2 PAN No. (If Applicable)

Location: MUMBAI Full Name: LAND T ASIAN REALTY PROJECT LLP

Year: 2021-2022 One Time Flat/Block No.

Account Head Details Amount In Rs. Premises/Building

0030045501 Stamp Duty 500.00 Road/Street

0030083301 Registration Fee 100.00 Area/Locality

Town/City/District

PIN: 4 0 0 0 0 1

Remarks (If Any)

Second Party Name: DEEPAK PRADHAN AND OTHERS

Amount In: 600.00 Words: Six Hundred Rupess Only

Payment Details: PUNJAB NATIONAL BANK FOR USE IN RECEIVING BANK

Cheque/DD Details Bank CIN Ref. No. 0300617202112200539 345792847

Cheque/DD No. Bank Date RBI Date 23/11/2021-17:55:53 23/11/2021

Name of Bank: Bank Branch: PUNJAB NATIONAL BANK

Name of Branch: Scrol No., Date 1, 23/11/2021

₹ 600.00



बवई ४
 14/11/2021
 2021



बवई ४
 14/11/2021
 2021

Department ID: Mobile No.: 0009909090
 NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.
 नोंदणी करणेसाठी ही पावती केवळ उप-नोंदणी कार्यालयातच वापरता येईल. नोंदणी न करता उपासना करणेसाठी ही पावती ग्राह्यता येणारी नाही.

Validity unknown

Digitally signed by: DEEPAK PRADHAN AND OTHERS
 MUMBAI
 Date: 23/11/2021 17:55:53
 Reason: I am the author

सह. विलेयन निदेशक कार्यालय - २
 बवई शहर - ४

Sr. No.	Defacement No.	Defacement Date	Userid	Defacement Amount
1	05-508-15981	0004296827202122	23/11/2021-12:27:03	100.00
2	05-508-15981	0004296827202122	23/11/2021-12:27:03	500.00
Total Defacement Amount				600.00

बवई नं ४
१५/०१/२०
२०२१

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that We, (1) Mr. J Hareesh Kumar - Head (Customer Relation Management) (2) Mr. Bharat Rastogi - Joint General Manager (Finance & Accounts) (3) Mr. Hemant Mohta - Senior Deputy General Manager (Finance & Accounts), authorized representatives of L&T ASIAN REALTY PROJECT LLP ("the said Company") appointed vide Resolution dated 02nd January 2021 ("said Resolution") passed by the said Company having its Registered Office at L&T House, Ballard Estate, N.M. Road, Mumbai 400 001; SEND GREETINGS:

WHEREAS the said Company is developing a Residential Project on land bearing CTS Nos. 706/B/A, CTS. No.706/B/B (part), CTS. No. 706/ B/C, CTS. No. 706/B/D (part), CTS.No. 706/B/E, CTS 706/B/F, CTS.706/B/G, CTS 706 B/H, CTS 706 B/I, CTS No. 710A (part), CTS. No. 712A, CTS. No. 723, Village Nahur, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban, Mulund, Mumbai known as "REJUVE 360" ("the said Project").

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

AND WHEREAS the said Company has vide Board Resolution dated 02nd January, 2021 authorized each of us to severally sign and execute documents for sale/transfer of residential units /premises and other premises constructed / being constructed/ to be constructed, in the said Project, to intending purchasers/ third parties (copy of the said Board Resolution is annexed herewith). The said Company vide the said Board Resolution has further authorized us to nominate officers of the said Company, to appear before the Registrar of Assurances to admit execution of the documents on behalf of the said Company.

[Handwritten signatures]

AND WHEREAS it is not possible for us to personally attend the office of Sub Registrar of Assurances for the purpose of registration of documents;

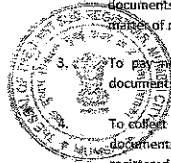
NOW KNOW YOU ALL THESE PRESENTS WITNESSETH that We, do hereby nominate, constitute and appoint following persons, having being employed with Larsen & Toubro Ltd., having their office at CRM Office, Ground Floor, A. M. Naik Tower, L&T Campus, Gate No. 3, Jogeshwari - Vikhroli Link Road (JVLRL), Powai,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

1. Mr. Deepak Pradhan - Consultant (Business Development)
2. Mr. R.K. Vishwanathan - Consultant (Business Development)
3. Mr. Chirag Chavda - Deputy Manager
4. Mr. Aditya Kulkarni - Deputy Manager
5. Ms. Mitali Parte - Manager
6. Mr. Shyam Renkuntla - Manager
7. Ms. Sandhya Neir - Senior Manager
8. Mr. Krishneshwar Singh - Assistant Manager
9. Ms. Varsha Lalwani - Deputy Manager
10. Ms. Suchita Shetty - Senior Executive

बवई नं ४
१५/०१/२०
२०२१

To lodge and present the documents executed by us in the office of Registrar for Assurances in respect of the said Project.

2. To appear before the Sub Registrar of Assurances to admit execution of the documents for us and on our behalf and take all effective steps in the office of registration of the documents.



3. To pay necessary fees / charges for the purpose of registration of documents.

To collect and receive the original/ certified true copies / photocopies of documents, instruments, agreements, writings, etc. executed and registered, from the office of Sub Registrar, the Registrar of Assurances or any other Officer/s.

[Handwritten signatures]

5. As our lawful attorney/s to do all such acts, deeds, things and give statements necessary for effective registration of the documents.
6. AND GENERALLY to do and execute all acts, deeds, matters and things, in and towards the said flat, requisite as fully and effectively as we, ourselves could do effective in our own proper person.
7. We do hereby ratify and confirm that all acts, deeds and things done by our said attorney/s shall be deemed to have been acts, deeds and things done by us personally and we undertake to ratify and confirm all and whatsoever that our said attorney/s shall do or purport to do or cause to be done by virtue of these presents.

IN WITNESS WHEREOF, we have executed this Power of Attorney on this 23 day of Nov., 2021.

SIGNED AND DELIVERED

by the within named Donor/s

(1) J Hareesh Kumar
Head - CRM
For Larsen & Toubro Limited

(2) Bharat Rastogi
Joint General Manager - F&A
For Larsen & Toubro Limited

(3) Hemant Mohta
Senior DGM (F&A)
For Larsen & Toubro Limited

In the presence of:

- 1) Kamakan Tharwal
- 2) Anil Choudhary

बवई नं ४
१५/०१/२०
२०२१

We Accept (Attorney Holders):

(1) Deepak Pradhan
Consultant - Business Development

(2) R.K. Vishwanathan
Consultant - Business Development

(3) Mr. Chirag Chavda
Deputy Manager - CRM

(4) Mr. Aditya Kulkarni
Deputy Manager - CRM

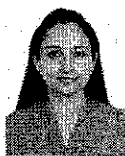
(5) Ms. Mitali Parte
Manager - CRM

(6) Mr. Shyam Renkuntla
Manager - CRM

[Fingerprints and photographs of all attorney holders listed on the left side of the page.]

(7) Ms. Sandhya Nair
Senior Manager - CRM

Sandhya Nair

(8) Mr. Krishneshwar Singh
Assistant Manager - CRM

Krishneshwar Singh




(9) Ms. Varsha Lalwani
Deputy Manager - CRM

Varsha Lalwani




(10) Ms. Suchita Shetty
Senior Executive - CRM

Suchita Shetty






In the presence of:

- 1) Ramakant Tharwal *Ramakant Tharwal*
- 2) Anil Sheshaiah *Anil Sheshaiah*



ववई न ४
१५०९ / ८ / २०
२०२१


प्रत्येक १६
 (अतिरिक्त की धारा १२(१) द्वारा देखें)
नियमन प्रमाण पत्र
 एलएसपी प्रदान संख्या: AAA-5055 2011
 मे, यह प्रमाणित करता हूँ कि नीचे दामिल बताइएगी अतिरिक्त, २००९ की धारा १२(१) के अंतर्गत अब
L&T ASIAN REALTY PROJECT LLP
 को निर्मित किया गया है।
 मेरे हस्ताक्षर से आज ३rd day of June, Two Thousand Eleven को दिया गया।
Form 16
 [Refer Section 12(1) (h) of the Act]
Certificate of Incorporation
 LLP Identity Number: AAA-5055
 I hereby certify that L&T ASIAN REALTY PROJECT LLP is incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008.
 Given under my hand at Delhi this 3rd day of June, Two Thousand Eleven.

 (Santosh Kumar)
 Registrar
 Address:-
 L&T ASIAN REALTY PROJECT LLP
 1ST FLOOR,
 BALLARU ESTATE
 RAJESH
 Maharashtra-400001



ववई न ४
२११२ / ६ / १८
२०२०
ववई न ४
१५०९ / ८ / २०
२०२१

L&T Asian Realty

COPY OF THE RESOLUTION PASSED BY THE PARTNERS OF L&T ASIAN REALTY PROJECT LLP ("LLP") AT THEIR MEETING HELD ON JANUARY 2, 2020

AUTHORISATION TO OFFICIALS FOR EXECUTING THE AGREEMENTS/DOCUMENTS PERTAINING TO REJIVE 360 PROJECT, MULUND.

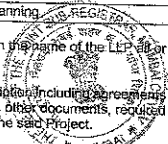
"RESOLVED THAT the approval be and is hereby accorded for Sale and transfer, Residential Premises and any other premises constructed/ being constructed/ to be constructed on the land bearing CTS Nos. 706/ B/A, CTS. No. 706/ B/B (part), CTS. No. 706/ B/C, CTS. No. 706/B/D (part), CTS. No. 706/B/E, CTS-706/B/F, CTS 706/B/G, CTS 706 B/H, CTS 706 B/I, CTS No. 710A (part), CTS. No. 712A, CTS. No. 723 (Village Nahur, Taluka Kurla, in the Registration District and Sub-District of Mumbai City and Mumbai Suburban) Mulund, Mumbai ("the said Project") on the terms and conditions which have been agreed or may be agreed between the LLP and prospective purchasers/ transferees.

RESOLVED FURTHER THAT the following officials be and are hereby severally authorized, so long as they remain associated with the L&T Group:

Sr. No.	Name	Designation
1	Mr. U. C. Rath	Head F&A
2	Mr. Rakesh Kaul	Chief Executive - Partnership Business
3	Mr. Bharat Rastogi	JGM - F&A
4	Mr. Hemant Mohita	Sr. DGM - F&A
5	Mr. Ajay Nambiar	Head - Customer Care and Property Management
6	Mr. J Hareesh Kumar	Head - CRM
7	Mr. Venkatesh Iyengar	Head - Project
8	Ms. Ruchi Natekar	DGM - Planning

to do or cause to be done, for and on behalf of and in the name of the LLP all or any of the following acts, deeds and things:

- To sign and execute agreements of any description including agreements for sale, sale deed, deed of transfer and such other documents, required to be executed in respect of the premises in the said Project.
- To sign and execute all documents ancillary to and necessary for the completion of transactions mentioned hereinabove including but not limited to Memorandum of Understanding, Allotment Letters, Possession letters, etc.



L&T Asian Realty

- To apply for and obtain all consents, concessions, licences and approvals of any and all nature from any person or statutory authority or Courts, in connection with the transactions mentioned hereinabove and to make applications, petitions, affidavits and enter into such agreements and give such undertaking as the said person or statutory authority or Courts may require.
- To represent the LLP, appear and attend before any Registrar or Sub-Registrar of Assurances to present and lodge Agreements for Sale, Deed Of Transfer, Sale Deed, or any other deeds or documents writings, etc., for registration in favour of the purchasers/ transferees and for this purpose to appear before the Registrar, Sub Registrar of Assurances to admit execution of the aforesaid documents.
- To nominate officers of the LLP or Holding Company / ultimate Holding Company, by executing Power of Attorney, for admitting execution of the documents/agreements executed by them, before the concerned Registrar and/or Sub-Registrar of Assurances.
- To appear before various authorities whether State or Central and whether Municipal, Revenue or Judicial or such other local authorities, as the case may be, and to make such applications, undertakings, affidavits, writings, as may be necessary in connection with the said purposes.
- To make, sign, execute and file applications, vakalatnames, written statements, recording of pleas or any other documents expedient or necessary to be made, signed and executed or to be presented or filed in relation to complaints/Appeals/proceedings concerning the said Project, and on behalf of the LLP, before the Maharashtra Real Estate Regulatory Authority, Maharashtra Real Estate Appellate Tribunal, Competition Forum, District Consumer Disputes Redressal Forum, State Consumer Dispute Redressal Commission, National Consumer Dispute Redressal Commission, National Company Law Tribunal, High Court, Supreme Court and such other Courts/Tribunals/Authorities/Forums and to do such acts, deeds and things as may be necessary for the said purposes.

AND GENERALLY to do all such acts, deeds and things in the name and on behalf of the LLP as the said a/Authorised Signatories/Officers may consider expedient for the aforesaid purposes.



ववई न ४
१५०९ / ११ / २०
२०२१

For L&T ASIAN REALTY PROJECT LLP

(U. C. RATH)
DESIGNATED PARTNER
DIN : 85181797

Date: January 02, 2020

L&T Asian Realty Project LLP
L&T Business Park, Tower A, Gate No. 5, Sald Vihar Road, Powai, Mumbai - 400 072, India.
Tel: +91 22 6705 0500 Fax: +91 22 6705 1111
LLPIN:AAA-5055

Registered Office:
L&T House, N. M. Marg
Ballard Estate
Mumbai - 400 001, INDIA

ववई न ४
१५०९ / १० / २०
२०२१

L&T Asian Realty Project LLP
L&T Business Park, Tower A, Gate No. 5, Sald Vihar Road, Powai, Mumbai - 400 072, India.
Tel: +91 22 6705 0500 Fax: +91 22 6705 1111
LLPIN:AAA-5055

Registered Office:
L&T House, N. M. Marg
Ballard Estate
Mumbai - 400 001, INDIA

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
HEMANT MOHTA
BASANT KUMAR MOHTA
92691977
Permanent Account Number
ADQP3432K

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
HARESH KUMAR
JAHANBIHANGI BATH
92050569
Permanent Account Number
ADQP3432K

PERMANENT ACCOUNT NUMBER
AAPPR4287H
व्यक्ति का नाम
BHARAT BHUSHAN RASTOGI
पिता का नाम
PREM BANERJI RASTOGI
व्यक्ति का पता
24-04-1969
आयकर अधिकारी, चण्डी
COMMISSIONER OF INCOME-TAX, CHANDI

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
KAMAL KISHAN PANDHAR
KAMAL KISHAN PANDHAR
905732585146
आयकर अधिकारी, चण्डी
COMMISSIONER OF INCOME-TAX, CHANDI

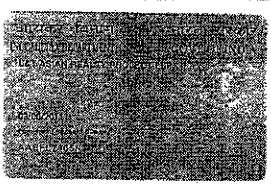
आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
DEEPAK M PANDHAR
KUNLOHAR RAJADES PRACHIN
15121961
Permanent Account Number
ADQP3432K

Hemant

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
HARESH KUMAR
JAHANBIHANGI BATH
92050569
Permanent Account Number
ADQP3432K

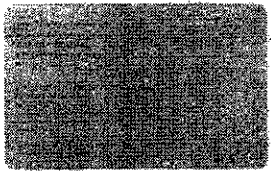
Deeppak

कैबी विवेकानंद रविशंकर
Kabi Vivekanandan Ravisankar
जन्म तिथि (DOB) 10/06/1987
पुरुष / MALE
905732585146
आयकर अधिकारी, चण्डी
COMMISSIONER OF INCOME-TAX, CHANDI



आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
NITAI BHAD PARIY
MAHENDRA BHADRAJI NITAI
20/11/1981
Permanent Account Number
ADQP3432K

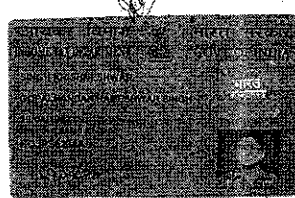
श्याम रमेश पारुख
Shyam Ramesh Parulkar
जन्म तिथि (DOB) 02/08/1988
पुरुष / MALE
2408 8790 5886
आयकर अधिकारी, चण्डी
COMMISSIONER OF INCOME-TAX, CHANDI



आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA
JAGANNATH DEVI
JAGANNATH DEVI
23/03/1988
Permanent Account Number
ADQP3432K

आयकर अधिकारी, चण्डी
COMMISSIONER OF INCOME-TAX, CHANDI

आयकर विभाग
INCOME TAX DEPARTMENT
भारत सरकार
GOVT. OF INDIA



बचत खाते नंबर
94209/94/20
20299

भारत निर्वाचन आयोग
Election Commission of India
आयकर विभाग
IDENTITY CARD
DWJ4873458
आयकर अधिकारी, चण्डी
COMMISSIONER OF INCOME-TAX, CHANDI

Chiranjeev



MAHARASHTRA STATE MOTOR DRIVING LICENCE
CE No. 9942 296303025
DOB: 09-12-1983
व्यक्ति का नाम
Samarant Thakur
पिता का नाम
Surya Chandra Thakur
पता
MHC 20187

Samarant

MAHARASHTRA STATE MOTOR DRIVING LICENCE
CE No. 9942 296303025
DOB: 14-04-1984
व्यक्ति का नाम
Samarant Thakur
पिता का नाम
Surya Chandra Thakur
पता
MHC 20187

बचत खाते नंबर
94209/94/20
20299

508/15981

महाराष्ट्र, 23 नोव्हेंबर 2021 12:27

दस्ता गोपबारा भाग-1

दस्ता क्रमांक: 15981/2021

दस्ता क्रमांक: बर्ही/15981/2021

बाजार मुद्रा: रु. 01/-

गोपबारा: रु. 00/-

भारतीय मुद्रांक: रु. 500/-

डू. नि. सह. डू. नि. बर्हीचे कार्यालयात
अ. क्र. 12981 वर दि. 23-11-2021
वेळी 12:25 म.नं. वा. हजर केला.

मातृकी: 17135 पावती दिनांक: 23/11/2021
सादरकरणाचे नाव: एन अँड टी एचिएन रिजल्टी प्रोजेक्ट
एन अँड टी एचिएन रिजल्टी प्रोजेक्ट
(कस्टमर रिजल्टी मॅनेजमेंट)
गोदची फी रु. 100.00
दस्ता हाताळणी फी रु. 400.00
पुढाची रक्कम: 20

दस्त हजर करणाऱ्याची तशी:

एकूण: 500.00

साह दुर्याम निमंत्रक, मुंबई-4

साह दुर्याम निमंत्रक, मुंबई-4

दस्ताचा प्रकार: पोवर ऑफ अॅटॉर्नी

मुद्रांक सुकरा: जेव्हा तो प्रतिपत्तय देण्यात आलेवा अस्तु. त्यामुळे कोणतीही स्वतंत्र मासमता विकण्यास प्राधिकार मिळत असेल तसेच

शिकका क्र. 1.23/11/2021 12:25:21 PM ची वेळ: (सादरीकरण)

शिकका क्र. 2.23/11/2021 12:26:51 PM ची वेळ: (फी)

प्रतिपत्तय
महाराष्ट्र राज्य न्यायालय
मुंबई न्यायालय
दस्ता क्र. 15981/2021
दस्ता गोपबारा भाग-1
दस्ता क्रमांक: बर्ही/15981/2021
दस्ता मुद्रा: रु. 01/-
गोपबारा: रु. 00/-
भारतीय मुद्रांक: रु. 500/-
डू. नि. सह. डू. नि. बर्हीचे कार्यालयात
अ. क्र. 12981 वर दि. 23-11-2021
वेळी 12:25 म.नं. वा. हजर केला.
साह दुर्याम निमंत्रक, मुंबई-4
साह दुर्याम निमंत्रक, मुंबई-4

https://10.10.246.39/MarathiReports/HTMLreports/htmldastgoshwara1.aspx?cross=HL3h... 11/23/2021

23/11/2021 12:43:03 PM

दस्ता गोपबारा भाग-2

दस्ता क्रमांक: 15981/2021

दस्ता क्रमांक: बर्ही/15981/2021

दस्ताचा प्रकार: पोवर ऑफ अॅटॉर्नी

Table with 4 columns: अनु क्र., पदाचार्याचे नाव व पदा, पदाचार्याचा प्रकार, साक्षरि, अंगठ्याचा ठसा. Contains 8 entries for various legal services and fees.

Table with 3 entries for legal services: 10. भावकुल्येकर विवि - अतिरिक्त निमंत्रक (सी अर एम), 11. भावकुल्येकर विवि - अतिरिक्त निमंत्रक (सी अर एम), 12. भावकुल्येकर विवि - अतिरिक्त निमंत्रक (सी अर एम).

वरील दस्तारेख करण देणारा तयारकर्ता पोवर ऑफ अॅटॉर्नी चा दस्त एवढा करण दिसणारे कर्तव्य करणारा.

अधिकार: काहीही दस्ता जसे मिळीचीय करतात ती ते दस्तारेख करण देणाऱ्यांना स्वतःचीच ओळखतात, व त्यांची ओळख पटवितात

Table with 4 columns: अनु क्र., पदाचार्याचे नाव व पदा, पदाचार्याचा प्रकार, साक्षरि, अंगठ्याचा ठसा. Contains 2 entries for legal services.

अधिकार: काहीही दस्ता जसे मिळीचीय करतात ती ते दस्तारेख करण देणाऱ्यांना स्वतःचीच ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पदाचार्याचे नाव व पदा

1. भावकुल्येकर विवि - अतिरिक्त निमंत्रक (सी अर एम)

दस्ता क्र. 15981/2021

दस्ता गोपबारा भाग-1

दस्ता क्रमांक: बर्ही/15981/2021

दस्ता मुद्रा: रु. 01/-

गोपबारा: रु. 00/-

भारतीय मुद्रांक: रु. 500/-

डू. नि. सह. डू. नि. बर्हीचे कार्यालयात

अ. क्र. 12981 वर दि. 23-11-2021

वेळी 12:25 म.नं. वा. हजर केला.

साह दुर्याम निमंत्रक, मुंबई-4

साह दुर्याम निमंत्रक, मुंबई-4

दस्ताचा प्रकार: पोवर ऑफ अॅटॉर्नी

मुद्रांक सुकरा: जेव्हा तो प्रतिपत्तय देण्यात आलेवा अस्तु. त्यामुळे कोणतीही स्वतंत्र मासमता विकण्यास प्राधिकार मिळत असेल तसेच

शिकका क्र. 1.23/11/2021 12:25:21 PM ची वेळ: (सादरीकरण)

शिकका क्र. 2.23/11/2021 12:26:51 PM ची वेळ: (फी)

https://10.10.246.39/MarathiReports/HTMLreports/htmldastgoshwara1.aspx?cross=HL3h... 11/23/2021

24/11/2021 11:16:10 AM

दस्ता गोपबारा भाग-2

दस्ता क्रमांक: 15981/2021

दस्ता क्रमांक: बर्ही/15981/2021

दस्ताचा प्रकार: पोवर ऑफ अॅटॉर्नी

Table with 4 columns: अनु क्र., पदाचार्याचे नाव व पदा, पदाचार्याचा प्रकार, साक्षरि, अंगठ्याचा ठसा. Contains 1 entry for legal services.

वरील दस्तारेख करण देणारा तयारकर्ता पोवर ऑफ अॅटॉर्नी चा दस्त एवढा करण दिसणारे कर्तव्य करणारा.

अधिकार: काहीही दस्ता जसे मिळीचीय करतात ती ते दस्तारेख करण देणाऱ्यांना स्वतःचीच ओळखतात, व त्यांची ओळख पटवितात

अनु क्र. पदाचार्याचे नाव व पदा

1. भावकुल्येकर विवि - अतिरिक्त निमंत्रक (सी अर एम)

दस्ता क्र. 15981/2021

दस्ता गोपबारा भाग-2

दस्ता क्रमांक: बर्ही/15981/2021

दस्ता मुद्रा: रु. 01/-

गोपबारा: रु. 00/-

भारतीय मुद्रांक: रु. 500/-

डू. नि. सह. डू. नि. बर्हीचे कार्यालयात

अ. क्र. 12981 वर दि. 24-11-2021

वेळी 11:15 : 08 AM

साह दुर्याम निमंत्रक, मुंबई-4

साह दुर्याम निमंत्रक, मुंबई-4

दस्ताचा प्रकार: पोवर ऑफ अॅटॉर्नी

मुद्रांक सुकरा: जेव्हा तो प्रतिपत्तय देण्यात आलेवा अस्तु. त्यामुळे कोणतीही स्वतंत्र मासमता विकण्यास प्राधिकार मिळत असेल तसेच

शिकका क्र. 24/11/2021 11:15:08 AM

https://10.10.246.39/MarathiReports/HTMLreports/htmlReportSummary2.aspx?cross=HL3h... 11/23/2021

- 4 दीपक : भ्रामर - कम्पार्टमेंट (डिजिटल डेव्हलपमेंट)
- 5 पॉस्ट नं: ऑफिस, मळा नं: - इमारतीचे नाव: एन.एच.टी. हाऊस, ब्लॉक नं: वेल्थ हिलेट, मुंबई, रोड नं: एन.एम.रोड, महापौर, मुंबई.
- 6 पॉस्ट नं: ऑफिस, मळा नं: - इमारतीचे नाव: एन.एच.टी. हाऊस, ब्लॉक नं: वेल्थ हिलेट, मुंबई, रोड नं: एन.एम.रोड, महापौर, मुंबई.
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- 11 पॉस्ट नं: ऑफिस, मळा नं: - इमारतीचे नाव: एन.एच.टी. हाऊस, ब्लॉक नं: वेल्थ हिलेट, मुंबई, रोड नं: एन.एम.रोड, महापौर, मुंबई.
- 12 पॉस्ट नं: ऑफिस, मळा नं: - इमारतीचे नाव: एन.एच.टी. हाऊस, ब्लॉक नं: वेल्थ हिलेट, मुंबई, रोड नं: एन.एम.रोड, महापौर, मुंबई.

बबई-२४
 १५/११/२० २०/२०
 २०२१

डिस्क #.4 ची वेळ: 24 / 11 / 2021 11 : 15 : 53 AM

डिस्क #.5 ची वेळ: 20 / 11 / 2021 11 : 16 : 06 AM नोंदणी शुल्क ४ रुपये

सद सदस्य डिस्क, मुंबई-४

Sl	Purchaser	Type	Verification no/Vendor	GRN/Licence	Amount	Used At	Deface Number	Deface Date
1	L AND T ASIAN REALTY PROJECT LLP	eChallan	03006172021112200939	MH009051526202122E	500.00	SD	0004295927202122	23/11/2021
2	L AND T ASIAN REALTY PROJECT LLP	eChallan		MH009051526202122E	100	RF	0004295927202122	23/11/2021
3		By Cash			400	RF		

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

15981 / 2021

- 1. Verify scanned document for correctness through thumbnail (4 pages on a page) printed after scanning.
- 2. Get print immediately after registration.

For feedback, please write us at feedback@grn.gov.in



पदाभिनव कार्पोकरी यांचे वतीने
 वसुधा वेंकटेश्वर
 मुद्रांक क्रमांक - ४२४७-४२४७-२०२१
 दिनांक २१/११/२०२१
 एन.एम.रोड, मुंबई-४

Tuesday, August 01, 2017 3:51 PM

पावती

Original/Duplicate मॉरची नं. : 39M Regn.: 39M

पावती नं. : 9794 दिनांक: 01/08/2017

ग्राहकचे नाव: माहूर दस्तऐवजगारा क्रमांक: कलना-7651-2017 दस्तऐवजगारा प्रकार : पॉवर ऑफ अॅटॉर्नी सादर करणाऱ्याचे नाव: निर्मल लाईव्हस्टाइल डेव्हलपर्स प्रायव्हेट लिमिटेड चे संचालक श्री. प्रमोद केत -

मॉरची मी ₹. 100.00 दस्तऐवजाची मी ₹. 360.00 मुद्रांची संख्या: 18

DELIVERED

एकूण: ₹. 450.00

आपलाच मुद्रा दस्त, संश्लेषित प्रिन्ट मुद्रा-२ अंदाजे 4:05 PM ह्या वेळेस मिळेल.

बाजार मुद्रा: ₹. 1/- मोबदला ₹. 0/- प्रत्येक मुद्रांक मुद्रांक: ₹. 500/-

1) देवनागरी प्रकाश: By Cash रकम: ₹. 100/- 2) देवनागरी प्रकाश: By Cash रकम: ₹. 360/-

महानगर निबंधक कार्यालय - १ (वर्ग-२)

मुद्रा दस्त व शमने ज प्रिन्ट मिळाली

TLUGV

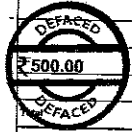
8/1/2017



CHALLAN MTR Form Number-6

करल - १ ७६५१ ११९८ २०१७

CHALLAN MTR Form Number-6. Includes fields for GRN Number, Barcode, Date, Department, Payer Details, Office Name, Location, Year, Amount in Rs., and Payment Details.



NOTE: This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

Challan Defacement Report

Table with columns: Sr. No., Defacement No., Defacement Date, Userid, Defacement Amount. Total Defacement Amount: 500.00

Page 1/1

Print Date 01-08-2017 03:48:51

Hot Payment Successful. Your Payment Confirmation Number is 130961310

CHALLAN MTR Form Number-6. Includes fields for GRN Number, Barcode, Date, Department, Payer Details, Office Name, Location, Year, Amount in Rs., and Payment Details.

करल - १ ७६५१ ११९८ २०१७



25-06-17 4

IRREVOCABLE POWER OF ATTORNEY

करल - १ ७६५१ ११९८ २०१७

TO ALL TO WHOM THESE PRESENTS SHALL COME, WE, NIRMAL LIFESTYLE DEVELOPERS PRIVATE LIMITED, a private limited company registered under the Companies Act, 1956, having our office at Nirmal Lifestyle, L.B.S. Marg, Mulund (West), Mumbai- 400 089, SEND GREETINGS:

WHEREAS:

- A. We i.e. Nirmal Lifestyle Developers Private Limited are absolutely seized and possessed of or otherwise well and sufficiently entitled to all those pieces or parcels of land bearing C.T.S. No. 706/ B/A, C.T.S. No. 706/ B/B (part), C.T.S. No. 706/ B/C, C.T.S. No. 706/ B/D (part), C.T.S. No. 706/ B/E, C.T.S. 706/ B/F, C.T.S. 706/ B/G, C.T.S. 706/ B/H, C.T.S. 706/ B/I, C.T.S. No. 710A (part), C.T.S. No. 712A, C.T.S. No. 723, addressing approximately 92,672.79 sq. mtrs. situated, lying and being at Village Nahur, Tahuka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban District i.e. the said Properties (more particularly defined under the Joint Development Agreement) excluding the area of the said Excluded Property (more particularly defined under the Joint Development Agreement) and the Proposed Shopping Center (more particularly defined under the Joint Development Agreement) (which property is being developed shall be hereinafter referred to as "the said Property") and more particularly described in the Schedule hereunder written);
- B. By and under the Joint Development Agreement dated 31st July, 2017, entered into between ourselves and L&T Asian Realty Project LLP and registered with the office of the Sub-Registrar of Assurances at Mumbai - 1 under Serial No. 17650/2017 (hereinafter referred to as the "Joint Development Agreement"), we have agreed to jointly develop, construct and have agreed to jointly utilize our resources and the resources of L&T Asian Realty Project LLP in developing, constructing, implementing, managing, marketing and selling the premises to be constructed on the said Property (hereinafter referred to as the "Project") in accordance with the terms and conditions more particularly set out thereunder;
- C. As per clause 10 A (iii) (b), of the Joint Development Agreement and to enable L&T Asian Realty Project LLP to jointly develop the said Property with us, in accordance with the said Joint Development Agreement, we are executing the present Power of Attorney in favour of L&T ASIAN REALTY PROJECT LLP, acting through any of its authorised representatives, to act for and on our behalf and in our name to do all acts, deeds, matters and things relating to the said Property in the manner hereinafter appearing:



NOW KNOW YE ALL MEN AND THESE PRESENTS WITNESSETH THAT WE, NIRMAL LIFESTYLE DEVELOPERS PRIVATE LIMITED, do hereby nominate, constitute and appoint L&T ASIAN REALTY PROJECT LLP, acting through any of its authorised representatives (hereinafter referred to as the "said Attorneys") to be our true and lawful attorney to execute, do and perform all or any of the acts, deeds, matters and things in respect of and pertaining to the said Property for the Joint development thereof, more particularly described in the Schedule hereunder written, in the manner hereinafter appearing:

- (i) To develop and/or carry out construction work and development of the Project on the said Property, along with common infrastructure and amenities, either departmentally or by appointing contractors and/or sub-contractors, and at its own cost, to appoint architects, consultants, R.C.C. specialisms, project management consultants and other professionals/professional entities, as may be required for the same, and at its own cost, to appoint auditors, advisors, tax consultants, accountants pertaining to the Project to be developed on the said Property.
- (ii) To enter upon the said Property either alone or along with others for the purpose of commencing, continuing and completing the construction activities and all other incidental activities of the proposed new buildings on the said Property and/or in respect of the said Property.



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(iii) To demolish, pull-down, construct, reconstruct, repair, improve upon or otherwise develop the said Property or any part or portion thereof in accordance with the prevailing rules and regulations in such manner in accordance with the terms of the Joint Development Agreement, as the Attorney may deem fit and proper.

(iv) To nominate, appoint, engage and authorize all other personnel in connection with development of the said Property including but not limited to surveyors, engineers, or any other consultants and professional agents and in constructing the building thereon and to sign and give them such authorities as may be necessary from time to time and to revoke their appointment and pay their remuneration including fees and charges.

(v) To employ any number of labour, workmen and all other personnel (skilled and unskilled) as may be required by the said Attorney, to carry out the development work and to pay the wages, compensation, remuneration and salary of such labour, workmen and other personnel and to comply with all laws and regulations from time to time in force in that regard.

(vi) To take steps for the smooth management, administration and supervision of the Project site i.e. the said Property, to carry out the development thereof and to act in accordance with any other responsibilities as may be necessary for the smooth and timely implementation of the Project.

(vii) To make applications to the various suppliers for obtaining quotas of steel, cement and other building materials for construction of the new building/s on the said Property and to give any undertakings or guarantees as may be required in all respects for obtaining such materials, as may be thought fit or proper for development of the said Property.

(viii) To carry out all infrastructure work, including leveling of the said Property or part thereof, street lights, water storage localities, water mains, sewerage's storm water drains, rain water harvesting, recreation gardens, boundary walls, electrical sub-stations and all other common areas and facilities and the proposed building/s as may be required by any applicable law, rules and regulations, approvals, layout plan, or order of the Municipal Corporation of Greater Mumbai ("MCGM"), Town Planning Department, Central/State Government and other local/statutory authorities (hereinafter collectively referred to as the "Authorities").

(ix) To create systems for harnessing solar energy, grey water filtration & re-cycling plant, electric cables, telephone and telegraph cables etc., underground and/or overhead, as the case may be, and for that purpose to obtain, give, sign, execute and deliver all deeds, agreements, writings etc. as may be necessary in respect of the Property.

(x) To obtain, renew and maintain at all relevant times, a suitable and adequate policy of insurance in respect of the building(s) and structure(s) constructed/being constructed on the said Property, against any and all risks, as per the Central/State Government rules and the specification of the MCGM.

(xi) To pay all outgoings including duties, charges, cesses, land revenue, municipal taxes, N.A. assessments, rents, rates, cesses, taxes, penalty, interest, land under construction charges, water tax, sewer tax, non-occupancy charges, electricity captive charges, deposits, sub-station charges, cable connection, other outgoings including maintenance, gardening, security, repairs, etc. from the date of execution of the said Joint Development Agreement in respect of the said Property.

(xii) To make applications to the concerned authorities for obtaining various service connections including water, Mahagaas Gas and electricity for the said Property to be developed on the said Property.

(xiii) To manage, maintain and provide security to the staff, contractor, labour, customers, trespassers and third party on the said Property.



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(xiv) To advertise and publicize the Project through electronic and/or print media and/or the internet or in such other manner as our said Attorney deems fit and proper, to install and maintain boardings and signage on the said Property, to put up and/or erect sign boards, boardings and to issue and distribute brochures and also to issue advertisements including the advertisements in newspapers as our said Attorney may deem fit for announcing the construction of the new building/s on the said Property and for the sale of the flats, dwelling units, apartments, car parks, garages etc. comprised in the buildings/structures to be constructed on the said Property ("Premises").

(xv) To construct a marketing office and sample/show flats on the said Property for the purpose of sales and marketing of the Project.

(xvi) To take all steps for the formation of the association in respect of the purchasers who shall purchase Premises in the Project in accordance with and within the period required by applicable law and to execute the conveyance deed in respect of the said Property in favour of such association of purchasers in the Project in terms of the Joint Development Agreement.

(xvii) To sell the Premises, in accordance with the terms and conditions set out in the Joint Development Agreement and to execute from time to time all letters, writings, agreements, deeds in respect of the Premises which may be constructed on the said Property and to obtain the no-objection certificates (NOCs) from L&T Finance Limited for sale of the Premises as and when required.

(xviii) To hand over possession of the sold Premises to the prospective purchaser or the transferee who purchases Premises in the Project either upon execution of the agreement for sale or any other deed of transfer.

(xix) To sign all the necessary letters, documents, transfer forms for transferring the same to the prospective purchaser or the transferee who purchases Premises in the Project.

(xx) To lodge all the documents, writings, etc. referred hereinabove and/or generally in respect of Premises which may be constructed on the said Property for registration as may be required from time to time before the concerned Sub-Registrar of Assurances and to admit execution thereof.

(xxi) To take all necessary steps to ensure and to facilitate co-operation between the residents/occupants/tenants of Nirmal Nagar Co-Operative Housing Society Limited and the Proposed Shopping Mall, if required in case of any hindrances for the smooth implementation of the Project, without any delay, only after issuing to Nirmal Lifestyle Developers Private Limited, a prior written notice of 30 (Thirty) days.

(xxii) If any legal proceedings are required to be taken in connection with the proposed construction or if any legal action is taken against us in connection with the said Property or proposed construction, to prosecute and defend such legal proceedings and for that purpose to sign, declare and file all pleadings, affidavits, applications and other papers and to file appeals against any decision and to do all acts and things required to be done in that behalf in terms of the Joint Development Agreement.

And for the better doing and performing the matters and things aforesaid, we also hereby give and grant unto the Attorney, full power and absolute authority to appoint one or more substitute/s who is/are authorized officer/s of Larsen & Toubro Limited or any of its group companies and to remove such substitute/s and appoint other/s in his/her/its/their place/s as the said attorney shall from time to time in his/her/its/their absolute discretion deem fit and proper.

AND GENERALLY to do, execute and perform all such acts, deeds and things as may be necessary to be done, executed and performed in connection with the aforesaid purposes, to be exercised in concurrence with Joint Development Agreement, provided however that the said Attorney i.e. L&T Asian Realty Project LLP shall not exercise any powers which are contradictory to the provisions of the Joint Development Agreement.



NIRMAL LIFESTYLE DEVELOPERS PRIVATE LIMITED

Reg. office: Nirmal Lifestyle, L.E.S. Marg, Mulund (West), Mumbai: 400 080.
CIN: U45200MH2008PTC180540, Phone No.: 022-25937000/7100, Fax No. 022-25937200
Email: roc@nirmallifestyle.com

CERTIFIED TRUE COPY OF EXTRACT OF THE MINUTES OF THE MEETING OF THE BOARD OF DIRECTORS OF NIRMAL LIFESTYLE DEVELOPERS PRIVATE LIMITED (THE "COMPANY"), AT ITS REGISTERED OFFICE AT 3RD FLOOR, MULTIPLEX BUILDING, NIRMAL LIFESTYLE, L.E.S. MARG, MULUND (WEST), MUMBAI-400 080 HELD ON 30th JUNE, 2017.

"RESOLVED THAT the consent of the Board be and is hereby accorded to approve the execution and signing of the Specific Power of Attorney ("POA") by the Company in respect of the immovable properties as more specifically described in Annexure No 1 hereof ("said Property") in favour of L&T Asian Realty, Project LLP ("L&T") having their Registered Office at L&T House Ballard Estate Mumbai - 400001.

"RESOLVED FURTHER THAT the draft of the proposed POA to be executed by the Company in favour of L&T as placed before the meeting be and is hereby approved."

"RESOLVED FURTHER THAT Mr. Dharmesh Jain or Mr. Rajeev Jain, Directors of the Company or Mr. Chandrakant Shah, Authorised Signatory of the Company be and are hereby severally authorized to negotiate, finalize and execute the above mentioned POA including all amendments, modifications, supplements and such other documents if required on behalf of the Company including registration of POA with the office of Sub-Registrar of Assurance or any other authority and do all such acts, matters, deeds and things and to take all steps and do all things and give such directions as may be required, necessary, expedient or desirable for giving effect to this resolution."

"RESOLVED FURTHER THAT the Common Seal of the Company, if required, be affixed and stamped on the Conveyance Deed and such other documents as may be required to be executed under the Common Seal of the Company in accordance with Articles of Association of the Company."

"RESOLVED FURTHER THAT a copy of these resolutions in full, duly certified as true, be forwarded to the concerned for their information and records."

CERTIFIED AS TO BE TRUE
For NIRMAL LIFESTYLE DEVELOPERS PRIVATE LIMITED

Chandrakant Shah
DIRECTOR
DIN: 01793959



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AND WE HEREBY agree and undertake to ratify and confirm whatsoever our said Attorney shall lawfully do or cause to be done in the premises aforesaid by virtue of these presents.

AND WE HEREBY declare that the powers and authorities hereby granted are irrevocable till (1) the termination of the Joint Development Agreement

OR (2) till the said Property is fully and completely developed as per the said Joint Development Agreement and all Premises therein are sold/disposed of, or compliances under the RERA are fulfilled, whichever is later;

whichever of (1) or (2) is earlier.

IN WITNESS WHEREOF we have set and subscribed our hands to this writing this 30th day of JUNE, 2017.

THE SCHEDULE ABOVE REFERRED TO:
(Description of the said Property)

All those pieces or parcels of land bearing C.T.S. No. 706/ B/A admeasuring 5170.60 sq.ms, CTS No. 706/ B/B (part) admeasuring 36981.80 sq.ms, CTS No. 706/B/C admeasuring 750 sq.ms, CTS No. 706/B/D (part) admeasuring 20920.90 sq.ms, CTS No. 706/B/E admeasuring 5274.90 sq.ms, CTS. 706/ B/F admeasuring 10657.80 sq.ms, CTS 706/B/G admeasuring 646 sq.ms, CTS 706 B/H admeasuring 1715.10 sq.ms, CTS 706 B/I admeasuring 2357.50 sq.ms CTS No. 716A (part) admeasuring 5705.20 sq.ms, CTS No. 716A admeasuring 1273.50 sq.ms, CTS No. 723 admeasuring 1219.40 sq.ms, situate in the village about 92.678.70 sq. mtrs. situate, lying and being at Village Nalur, Taluka Kurla, District Bombay Suburban, Registration District and Sub-District of Bombay City and Bombay Suburban, District of the said Properties (more particularly defined under the Joint Development Agreement) including the area of the said Excluded Property (more particularly defined under the Joint Development Agreement) and the Proposed Shopping Mall (more particularly defined under the Joint Development Agreement) are bounded as follows:

On or towards the North by: Land bearing CTS Nos. 554A, 554B, 554C, 554D and 554E
On or towards the South by: Nirmal Nagar
On or towards the West by: LBS Marg
On or towards the East by: Land bearing CTS No. 709A

SIGNED AND SEALED BY
NIRMAL LIFESTYLE DEVELOPERS
PRIVATE LIMITED
through its Director, Mr. Dharmesh Jain
in the presence of

For NIRMAL LIFESTYLE DEVELOPERS PRIVATE LIMITED

Director/Authorized Signatory

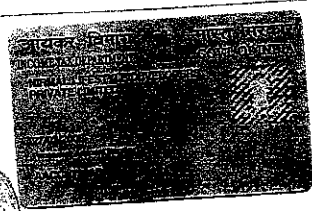
SPECIMEN SIGNATURE OF
CONSTITUTED ATTORNEY

(SUDHIR KULKARNI)

L&T ASIAN REALTY PROJECT LLP
Sudhir Kulkarni
Authorized Signatory



करल - १
७६५९ १७/१९
२०१७



L&T Asian Realty

करल - १
७६५९ १७/१९

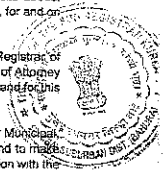
COPY OF THE RESOLUTION PASSED BY THE PARTNERS OF L&T ASIAN REALTY PROJECT LLP AT THEIR MEETING HELD ON JULY 17, 2017

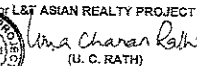
EXECUTION AND REGISTRATION OF JOINT DEVELOPMENT AGREEMENT AND OTHER RELATED DOCUMENTS FOR DEVELOPMENT OF A RESIDENTIAL PROJECT AT MULUND, MUMBAI:

"RESOLVED THAT THE LLP do enter into a Joint Development Agreement with M/s Nirmal Lifestyle Developers Private Limited for joint development of the Free Sale Component amounting to around 2.11,000 sq.mts of F.S.I situate at Village Natur, Taluka Kuria, District Bombay Suburban, Registration District.

RESOLVED FURTHER THAT Mr. Sudhir Kulkarni - Authorised Signatory or Mr. U. C. Rath - Designated Partner be and are hereby severally authorised to do or cause to be done, for and on behalf of and in the name of the LLP all or any of the following acts, deeds and things:-

- (1) To negotiate and finalise the deal and sign and execute the Joint Development Agreement, Multi-party Agreement, Irrevocable Power of Attorney, Escrow Agreement, Operating Agreement and other definitive agreements and all other requisite deeds, papers and documents as may be required to consummate the transaction, for and on behalf of the LLP.
- (2) To represent the LLP, appear and attend before any Registrar or Sub-Registrar of Assurances to have the Joint Development Agreement, Irrevocable Power of Attorney or any other deed, agreement or document duly registered in favour of LLP and for this purpose to sign and admit execution of the same.
- (3) To appear before various authorities whether State or Central and whether Municipal, Revenue or Judicial or such other local authorities as the case may be, and to make such applications, undertakings, affidavits as may be necessary in connection with the said purpose.
- (4) To appoint Advocates, Valuers and or other consultants as may be necessary for the aforesaid purposes.
- (5) AND GENERALLY to do all such acts, deeds and things in the name and on behalf of the LLP as the said Authorised Signatory and the Designated Partner may consider expedient for the aforesaid purposes".

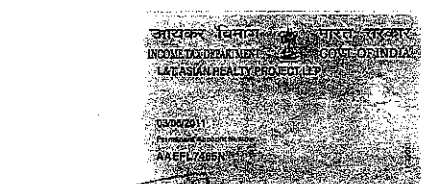


For L&T ASIAN REALTY PROJECT LLP

 (U. C. RATH)
 DESIGNATED PARTNER
 DIN : 05181787

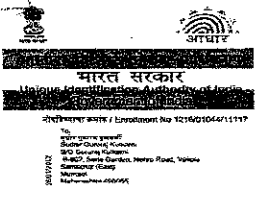
Date: July 25, 2017

L&T Asian Realty Project LLP
 L&T Business Park, Tower A, Gate No. 5, Sakinaka Road, Powai, Mumbai - 400 072, India.
 Tel: +91 22 6705 0925 Fax: +91 22 6705 1115
 LLPIN-AAA-5025

Registered Office:
 L&T House, M. M. Maz
 Bhandarkar Estate
 Mumbai - 405 001, INDIA



करल - १
७६५९ १७/१९
२०१७



भारत सरकार
 Unique Identification Authority of India
 भारतीय जनता पार्टी / Enrollment No: 121640104411117
 To,
 Mr. Uday Kumar
 300 Kurla Road,
 Kurla West, Mumbai, Maharashtra - 400 029
 Ref: 121/2017/170118/173132/FP
 LIC: 10000414004
 आपका आधार क्रमांक / Your Aadhaar No. is
9097 8639 2363
 आधार - सामान्य मागसाठी अधिकार
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9097 8639 2363
 आधार - सामान्य मागसाठी अधिकार



करल - १
७६५९ १७/१९
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आपका आधार क्रमांक / Your Aadhaar No. is
3066 4962 2697
 आधार - सामान्य मागसाठी अधिकार
 आधार - सामान्य मागसाठी अधिकार
 आधार - सामान्य मागसाठी अधिकार
3066 4962 2697
 आधार - सामान्य मागसाठी अधिकार



दस्त क्रमांक: करल 1/7651/2017

बाबतचे मुद्दे: रु. 01/-

नोंदवता: रु. 90/-

भारतेचे मुद्रांक शुल्क: रु.500/-

करल - 9 IV
10849 94 95
2017

डु. नि. सह. डु. नि. करल 1 ऑफिस कार्यालय
व. सं. 7651 वरि. 01-08-2017
रोमी 3:43 म.पं. वा. हजर केला.

पावती क्रमांक: 01/08/2017
पावती दिनांक: 01/08/2017
बाबतचे मुद्दे: निमित्त लाईसेन्स देण्याची प्रार्थना
लिमिटेड चे संचालक श्री. हरीश केर -
नोंदणी फी रु. 100.00
दस्त शुल्काची फी रु. 360.00
मुद्रांची संख्या: 18

दस्त हजर करण्याबाबतीची नोंदी:

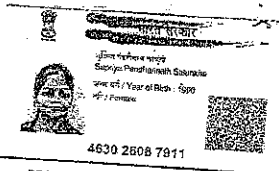
एकूण: 480.00

डु. निमित्तक कुला:

डु. निमित्तक कुला 1

दस्ताचा प्रकार: पांढर ऑफिस अर्जा

मुद्रांक शुल्क: 2 वेळा दो प्रतिलिप्यां देण्यात आलेला असून त्यामुळे कोणतीही स्वीकर घेतल्याची विकण्याचा अधिकार मिळत असेल तेव्हा
दिनांक: 1 01 / 08 / 2017 03 : 43 : 22 PM ची वेळ: (सादरीकरण)
दिनांक: 2 01 / 08 / 2017 03 : 45 : 07 PM ची वेळ: (फी)



आधार - सामान्य भागसचा अधिकार

करल - 9 IV
10849 94 95
2017



डिप्युटी रजिस्ट्रार जनरल
आधार - सामान्य भागसचा अधिकार



Summary-2(दस्त गोपचारा भाग - 2)

Table with columns: अनु क्र., पत्रकाराचे नाव व पत्ता, पत्रकाराचा प्रकार, व्यापारिक, अंगठ्याचा क्रमांक. Includes details for two individuals with photos and fingerprints.

दस्ताचा प्रकार: पांढर ऑफिस अर्जा. दिनांक: 01 / 08 / 2017 03 : 46 : 18 PM

Table with columns: अनु क्र., पत्रकाराचे नाव व पत्ता, व्यापारिक, अंगठ्याचा क्रमांक. Includes details for two individuals with photos and fingerprints.

दिनांक: 01 / 08 / 2017 03 : 47 : 02 PM
दिनांक: 01 / 08 / 2017 03 : 47 : 11 PM
डु. निमित्तक कुला:

EPayment Details section with fields for Payment Number, Deferment Number, and a circular stamp.

LEFT

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INTENTIONALLY

घोषणापत्र

मी

याद्वारे घोषित करतो की, दुय्यम निबंधक

यांचे

कार्यालयात

या शिर्षकाचा

दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री

व इ. यांनी दि. रोजी मला दिलेल्या कुलमुखत्यारपत्राच्या

आधारे मी, सदर दस्त नोंदणीस सादर केला आहे / निष्पादीत करुण कबुली जबाब

दिला आहे. सदर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केलेले

नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झालेले नाही

किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्द बातल ठरलेले नाही. सदरचे

कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे.

सदरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२

अन्वये शिक्षेस मी पात्र राहीन याची मला जाणीव आहे.

दिनांक :

कुलमुखत्यारपत्र धारकाचे नांव

व सही

