

मुल्यांकन 2010 दिनांक 7/7/2010  
 जिल्हा मुंबई(उपनगर)  
 प्रमुख मूल्य विभाग - 37-विलेपार्ले पश्चिम (अंधेरी)  
 उपमूल्य विभाग - 37/190-भूभाग: उत्तरेस गावाची हद्द, पुर्वेस स्वामी विवेकानंद रोड, दक्षिणेस वैकुण्ठलाल मेहता मार्ग व पश्चिमेस गावाची हद्द.  
 मिळकतीचा क्रमांक सि.टी.एस. नंबर -- 9  
 नागरी क्षेत्राचे नांव मुंबई(उपनगर)  
 मिळकतीचे वर्ग बांधीव

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बाजार मूल्य दर तक्त्यानुसार  
 प्रति चौ. मीटर मूल्यादर

खुली जमीन	निवासी सदनिका	कार्यालय	दुकाने	औद्योगिक
64,700	107,800	132,000	161,700	107,800

मिळकतीचे क्षेत्र	चौरस मीटर	बांधकामाचे वर्गीकरण	1-आर सी सी
मिळकतीचा वापर	निवासी सदनिका	उद्गवाहन सविधा	आहे
मिळकतीचे वय	0 TO 2 (Rule 5)	मजला	5

घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर \* घसारा टक्केवारी (Rule 5 or 6)  
 = 107,800.00 \* 100.00 / 100  
 = 107,800.00

A) मुख्य मिळकतीचे मूल्य (Rule 19 or 20)  
 = घसा-यानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर \* मिळकतीचे क्षेत्र \* मजला निहाय घट/वाढ  
 = 107,800.00 \* 332.89 \* 105.00 / 100  
 = 37,679,819.10

D) खुल्या जमिनीवरील वाहन तळाचे क्षेत्र = 33.45 चौरस मीटर (Rule 17(2))  
 खुल्या जमिनीवरील वाहन तळाचे मूल्य = 33.45 \* (40.00 / 100) \* 64,700.00  
 = 865,686.00



एकत्रित अंतिम मूल्य = मुख्य मिळकतीचे मूल्य + तळघराचे मूल्य + पोटमाळ्याचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य +  
 बंदिस्त वाहन तळाचे मूल्य + लगतच्या गच्चीचे मूल्य + वरील गच्चीचे मूल्य + इमारती भोवतीच्या खुल्या जागेचे मूल्य  
 = A + B + C + D + E + F + G + H  
 = 37,679,819.10 + 0.00 + 0.00 + 865,686.00  
 + 0.00 + 0.00 + 0.00  
 = 38,545,505.00

AV = 5,53,41,000/-

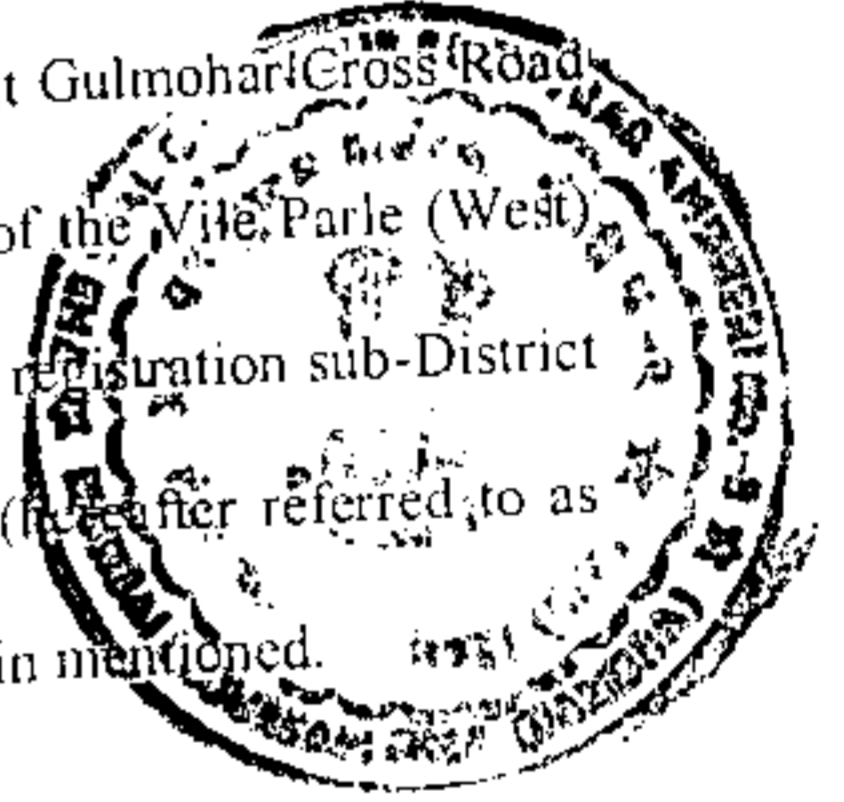
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referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include his/her/their/its heirs, executors and administrators and assigns) of the OTHER PART;

WHEREAS:-

A. By and Indenture dated 31-12-1958 entered and executed by and between Bombay Housing Board constituted under the Bombay Act LXIX of 1948 of the one part and The Greater Bombay Co-operative Housing Society Limited, a society registered under the Bombay Co-operative Society Act, 1925 under No. B-384 of 1947 (hereinafter referred to as "the Said Society") of the other part, the said Bombay Housing Board sold conveyed and transferred to the Said Society ALL THAT pieces and parcels of plot of land situated at Gulmohar Cross Road No.4, JVPD Scheme, Juhu Mumbai - 400 057 in the Revenue Village of the Vile Parle (West) Taluka Andheri, within the limits of Greater Mumbai in the District and registration sub-District of Mumbai City and Mumbai Suburban Admeasuring 24,889 sq. yds (hereafter referred to as "the Larger Plot") for the consideration and on terms and covenants therein mentioned.



B. The Said Society subdivided the said Larger Plot into various sub plots and allotted such sub plots to its various members.

C. The Said Society inter alia allotted to (1) Moti Deumal Hira and ((2) Hira Moti Deumal (hereafter referred to as ("the Said Original Owners")) the sub-divided Plot bearing No.11 situated at Gulmohar Cross Road No.4, JVPD Scheme, Juhu Mumbai - 400 057 in the Revenue Village of the Vile Parle (West) Taluka Andheri, within the limits of Greater Mumbai in the District and registration Sub-District of Mumbai City and Mumbai Suburban Admeasuring 852.08 sq. mtrs or thereabouts (hereinafter referred to as "the Said Plot") being the part of the said Larger Plot.

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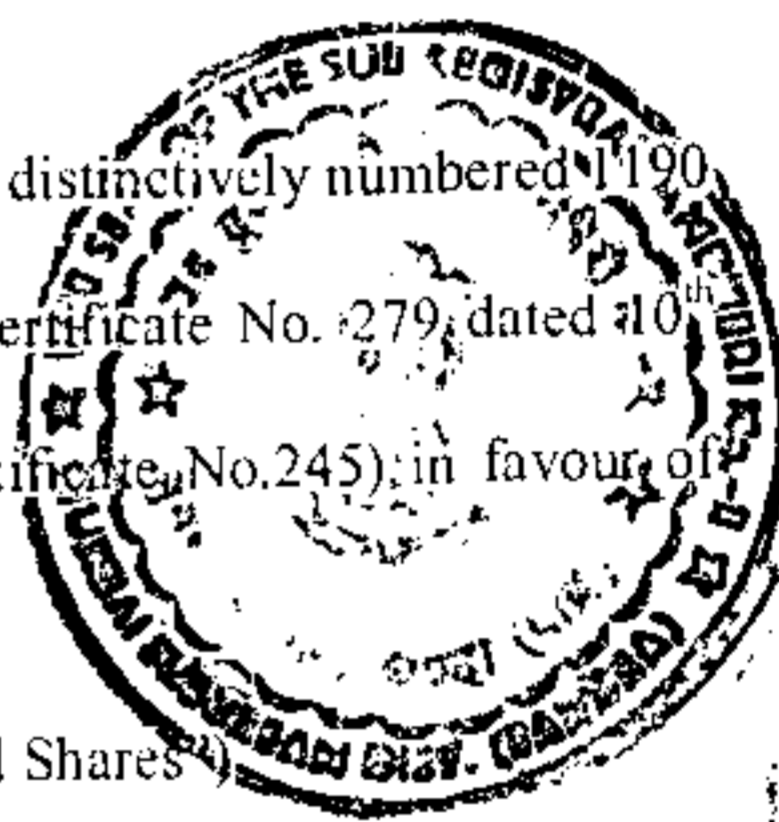
D. Upon allotment of the Said Plot, the Said Original Owners became the members of the Said Society and as such members, the Said Society issued to them:-

1) 5 fully paid up "A" shares of the value of Rs.100/- each distinctively numbered 146 to 150 (both inclusive) and entered in Duplicate Share Certificate No. 243 dated 25<sup>th</sup> May, 1948 issued (issued in lieu of Original Share Certificate No.30) in favour of Moti Deumal Hira.

2) 5 fully paid up "B" shares of the value of Rs. 500/- each distinctively numbered 150 to 154 (both inclusive) and entered in Duplicate Share Certificate No. 278 dated 30<sup>th</sup> December, 1948 issued (issued in lieu of Original Share Certificate No.30) in favour of Hira Deumal and.

3) 15 fully paid up "B" shares of the value of Rs. 500/- each distinctively numbered 1190 to 1204 (both inclusive) and entered in Duplicate Share Certificate No. 279 dated 10<sup>th</sup> August, 1953 issued (issued in lieu of Original Share Certificate No.245) in favour of Hira Moti Deumal.

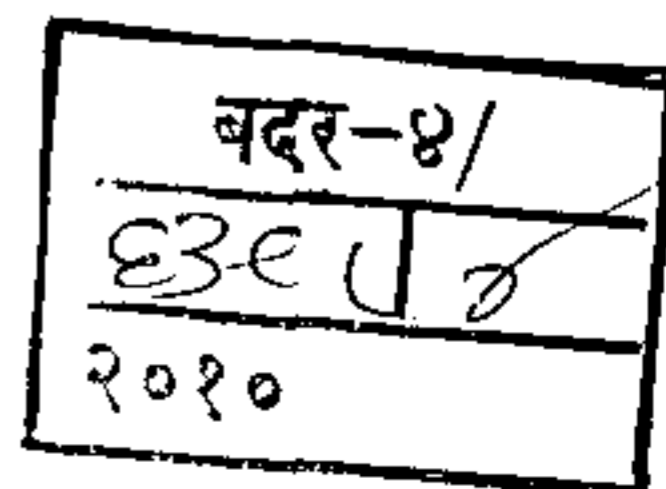
in the share capital of the society (hereinafter referred to as "the said Shares")



E. Thereafter in or about 1971-1972 and with the consent of the Said Society the Said Original Owners inter alia gifted the Said Plot alongwith the said Shares in favour of the Thadhomal Mustakram and Jyotsing Thadhomal Shahani Trust a Charitable Trust registered under the Bombay Public Trust Act 1950 under Registration No. E-1590 (BOM) of Mumbai Region (hereinafter referred to as "the said Trust")

F. In pursuance of the said gift, by an agreement dated 25-02-1972 entered and executed by and between the Said Society of the one part and the said Trust of the other part, the Said Society allotted the Said Plot to the said Trust for the consideration and on terms and conditions therein contained.

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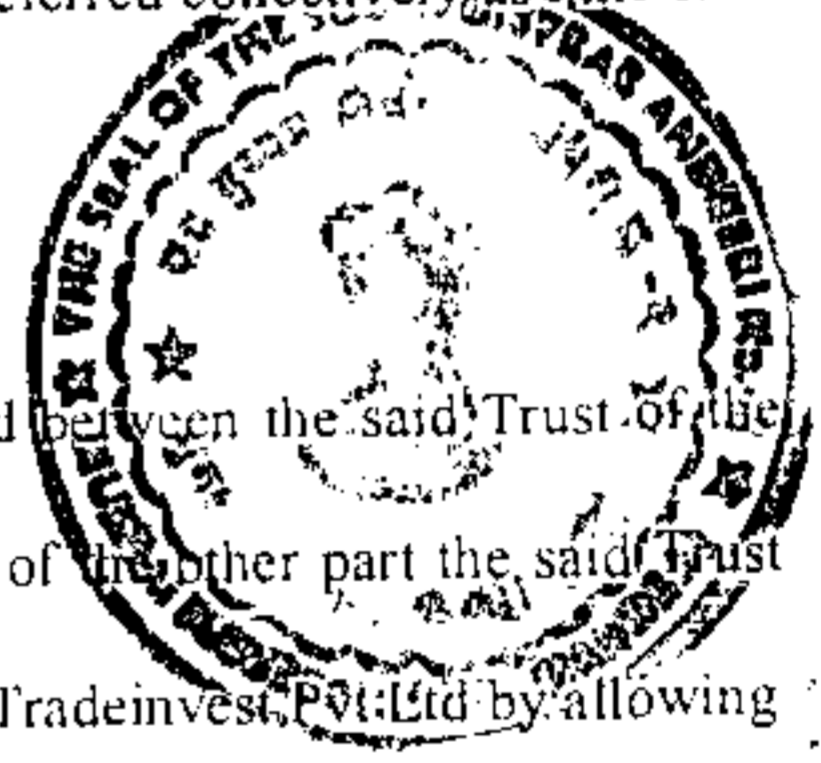




G. The Said Society also transferred and endorsed the said Shares in the name of the said Trust and the said Trust was handed over quiet, vacant and peaceful possession of the Said Plot.

H. The said Trust at their own cost constructed a residential building on the Said Plot consisting of building of ground plus 2 upper floors and known as "Moti Hira Apartment" (hereafter referred to as "the said Building") in accordance with the plans approved and sanctioned by the Municipal Corporation of Greater Mumbai (hereafter referred to as "the said MCGM") and obtained the Building Completion Certificate dated 20/11/1974. The Said Plot alongwith the said Building and the Said Shares are hereinafter referred collectively as "the said Property".

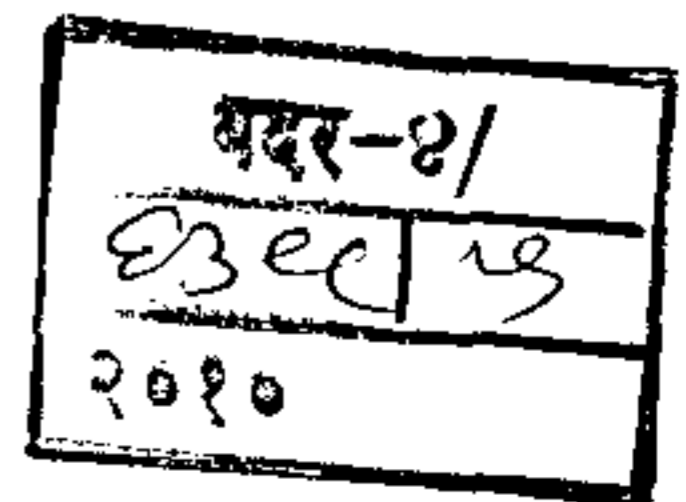
I. By MOU dated 14-09-2001 entered and executed by and between the said Trust of the one part and Topline Tradeinvest Pvt Ltd ("Topline" for short) of the other part the said Trust agreed to grant development rights in favour of the said Topline Tradeinvest Pvt Ltd by allowing them to construct additional floors on the said Building by utilizing FSI/TDR for the consideration and on terms and conditions contained therein.



J. The Charity Commissioner Maharashtra State, Mumbai by its order dated 20-04-2002 inter alia sanctioned the said trust to sell the development rights in respect of the said Property in favour of said Topline Tradeinvest Pvt Ltd for the terms and conditions contained therein.

K. In pursuance of the order of the Charity Commissioner, by the Development Agreement dated 29-11-2002 and executed and registered under No. BDR1-6637 of 2002 on 12-12-2002 with the Sub-Registrar at Andheri by and between the said Trust of the one part and Topline Tradeinvest Pvt Ltd of the other, the said Trust granted development rights in respect of the said Property for construction of additional floors over the said Building on the Said Plot by purchase of TDR from open market for the consideration and on terms and conditions contained therein.

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Q. The Charity Commissioner Maharashtra State, Mumbai by its order dated 30-07-2007 inter alia granted to the said Trust, permission under Section 36(1) (a) of the Bombay Public Trust Act 1950 to sell the said Property in favour of the said Vaswani for the consideration and on terms and conditions contained therein.

R. Mr. Bharat Khater, Executive Director of Laxsons (India) Pvt Ltd made an application No.3 of 2007 dated 05-09-2007 before the charity Commissioner Maharashtra State Mumbai for revoking the order dated 30-07-2007.

S. Society vide its letter dated 10-09-2007 granted their No Objection to the Transfer and assignment of the said Property in faovur of the said Vaswani.



T. The Charity Commissioner Maharashtra State, Mumbai by its order dated 09-10-2007 rejected the said Application No.3 of 2007 of Mr. Bharat Khater, Executive Director on behalf of Laxsons (India) Pvt Ltd against which the said Laxsons (India) Pvt Ltd has filed Writ Petition No. 9282\_of 2007, which is pending disposal befor the Hon'ble Bombay High Court

U. By a Deed of Transfer and Assignment dated 11-10-2007 entered and executed and registered under Serial No. 7407 of 2007 on 11-10-2007 before the sub-Registrar at Andheri -4 by and between the said Trust of the one part and the said Vaswani of the other part, the said Trust transferred assigned ans assured unto the said Vaswani all their right, title and interest in the said premises for the consideration and and on terms and conditions contained therein.

V. By an Agreement for Transfer and Assignment dated 15-10-2007 entered and executed and registered under the Serial No. 9387 of 2007 on 15-10-2007 with the SubRegistrar of Assurances at Andheri -1 Bandra by and between the said the said Vaswani of the One part and the Builder/Promoter herein of the other part the said Vaswani agreed to sell transfer and assign unto the Builder/Promoter all their right, title and interest in the said premise more particularly

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described in the SCHEDULE hereunder written by making part consideration subject of the condition for entering in to Deed of Transfer and Assignment with the Vaswani.

W. By Deed of Transfer and Assignment dated 12-12-2007 executed and registered under the Serial No. 11389/2007 before the Sub-Registrar of Assurances at Andheri - 1 Bandra whereby the Vaswani sold transferred and assigned unto the Builder/Promoter the said premises more particularly described in the SCHEDULE hereunder written by making payment of the remaining consideration which was full and final payment to Vaswani

X. By a Deed of Transfer and Assignment dated 12-12-2007, executed by the said the Builder / Promoter have inter alia assumed the obligation and right to develop the said Property.

Y. The Builder/Promoter has, thus, acquired development ownership rights in respect of and is entitled to develop and possess the said Property.



Z. The Builder/Promoter now proposes to construct, by demolishing the existing building, a residential building on the said Plot known / to be known as "LODHA ONE" consisting of several residential flats.

AA. The Builder/Promoter has engaged the services of Architects and Structural Engineer/s for the preparation of the Structural Design and drawings thereof. The construction of the said building shall be under the professional supervision of the said Architect and the Structural Engineer as required under the bye-laws of the local authorities for the time being in force till the completion of the said building.

BB. By a letter bearing Serial No. E.E/CE/9299/WS/Ak BS/A dated 2<sup>nd</sup> April 2008 the Executive Engineer Building Proposal in the MCGM inter alia approved and sanctioned the plans for construction of the building "LODHA ONE" and granted IOD to the Builder/Promoter.

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By a letter bearing Serial No. E.E/CE/9299/WS/Ak BS/A dated 2<sup>nd</sup> April 2008 the Executive Engineer Building Proposal interalia granted Commencement Certificate to the Builder/Promoter. The Builder/Promoter has accordingly commenced construction of the said building/s in accordance with the said plans. Attached hereto is the copy of the ANNEXURE "A" is the copy of the said IOD and Commencement Certificate (CC).

CC. The copy of Certificate of Title issued by Mr. Pradip Garach Advocate dated 25<sup>th</sup> November 2007 showing the nature of the title of the owners to the said property on which the said building/s are to be constructed, copy of PR Card and the Plans and Specifications of the flat agreed to be purchased by the flat Purchaser approved by the concerned local authority have been annexed hereto and marked ANNEXURE "B", "C" and "D" respectively.

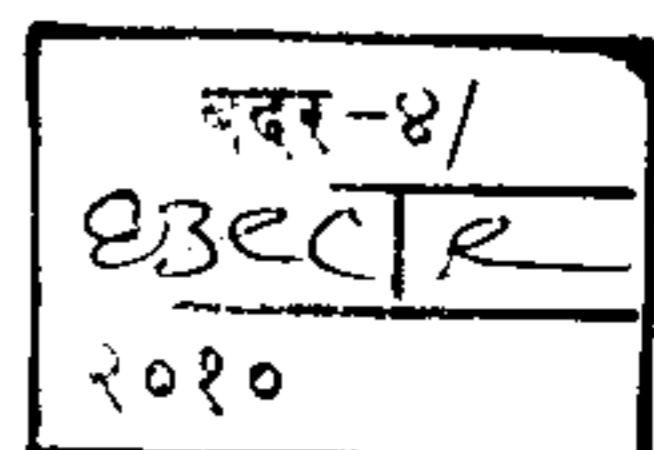
DD. By a letter bearing No.C/Desk-IIIC/LND/ NAP/SRA - 1444 dated 09/07-2008, the Collector of Mumbai Suburban District under Section 44(i) of the Maharashtra Land Revenue Code, 1966 granted permission for Non Agricultural (NA) use in respect of the said Plot. A copy of the said permission is hereto annexed and marked ANNEXURE "E".

EE. The Purchaser has approached the Builder/Promoter and applied for allotment of a residential flat in "LODHA ONE".

FF. Relying upon the said application and the declarations made by the Purchaser, the Builder/Promoter have agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Builder/Promoter a residential flat at the price and on the terms and conditions hereinafter appearing.

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

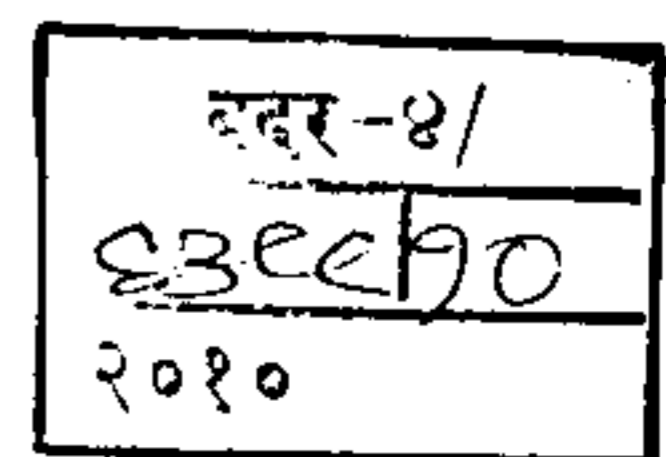
 



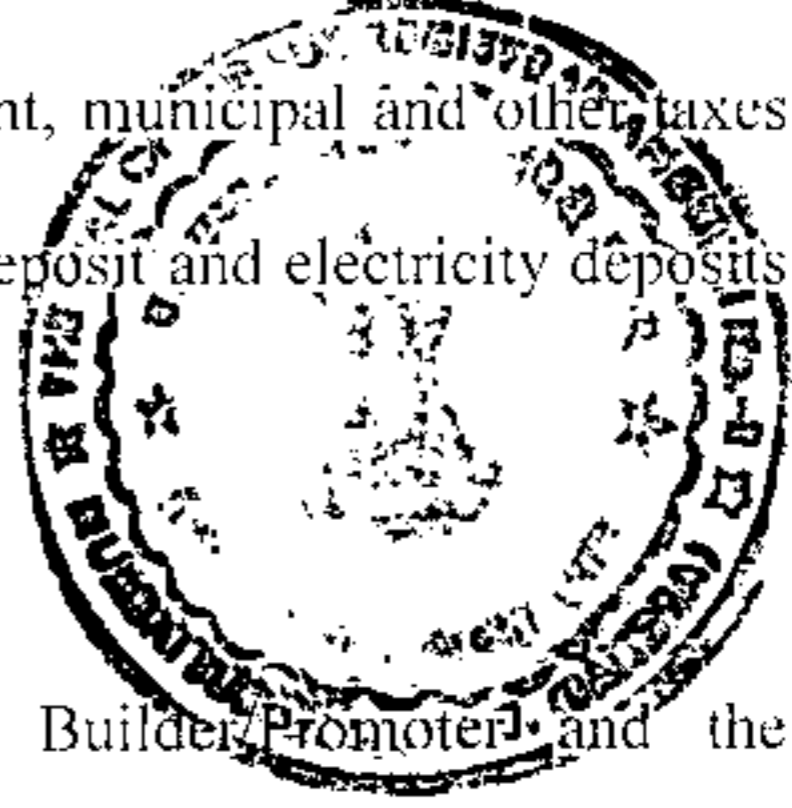
- 1. By virtue of the said Deed of Transfer Assignment, the Builder/Promoter alone has the sole and exclusive right to develop the said Property and also, to sell the residential flats in the said building to be constructed by the Builder/Promoter on the said property and to enter into agreements with the prospective Purchasers of the residential flats and to receive the sale proceeds in respect thereof.
2. The Builder/Promoter shall, subject to the terms hereof, construct on the said Plot a multistoried residential building to be known as "LODIA ONE" consisting of 1 basement level *plus* 1 stilt *1 plus* podium *plus* 11 upper floors in accordance with the plans, designs, specifications approved by MCGM. The Purchaser/s has/have seen and approved the said plans, specifications and design.
3. The Purchaser/s hereby declares and confirm/s that before execution of this Agreement, the Builder/Promoter have made full and complete disclosure of the said property and the Purchaser has taken full, free & complete inspection of particulars and disclosure of the following:-
  - a) Nature of Builder/Promoter and the Owners title to the said property described in the SCHEDULE hereunder written and all encumbrances, if any, thereto, along with all the relevant documents.
  - b) All plans and specifications duly approved and sanctioned by the Greater Mumbai Municipal Corporation (MCGM) .
  - c) Nature and particulars of fixtures, fittings and amenities to be provided in the building to be constructed of the said property.



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- d) All particulars of design and materials to be used in construction of the building on the said property.
- e) The nature of organization of persons to be constituted and to which the title is to be passed being either a co-operative housing society governed by the provisions of the Maharashtra Co-operative Societies Act, 1960, or a Private Limited Company to be governed by the provisions of the Companies Act, 1956 and /or an Apartment Owner's Association to be governed by the Maharashtra Apartments Ownership Act, 1970, or any other organizations the various amounts that are to be paid interalia towards the development charges, betterment charges, application charges, ground rent, revenue assessment, municipal and other taxes and water and electricity charges, including water deposit and electricity deposits as are for the time being in force.



4. The Purchaser hereby agrees to purchase from the Builder/Promoter and the Builder/Promoter hereby agrees to sell to the Purchaser on "OWNERSHIP BASIS" the Residential Flat bearing No. 5<sup>th</sup> on the 5<sup>th</sup> Floor of - Wing in the building known as "LODHA ONE" admeasuring about 2034 sq. ft carpet area (inclusive of balconies, decks, flower beds, services areas, niches and door jambs) and additional exclusive right to use 951 sq. ft carpet area (hereinafter referred to as "THE SAID RESIDENTIAL FLAT") and incidental thereto the exclusive right to use 3 Stilt/ Open/ Podium car parking space/s bearing Number 1004, 1005 & 2008 together with the right to use, along with the Purchasers of all building/s to be developed on the said property, the common areas and facilities and limited common areas and facilities more specifically described in the FIRST SCHEDULE hereunder written and LIST OF AMENITIES more particularly described in the SECOND SCHEDULE hereunder written for an aggregate lump sum consideration of Rs. 5,53,41,000/- ( Five crores Fifty three lacs Forty on and subject to terms and one thousand only )

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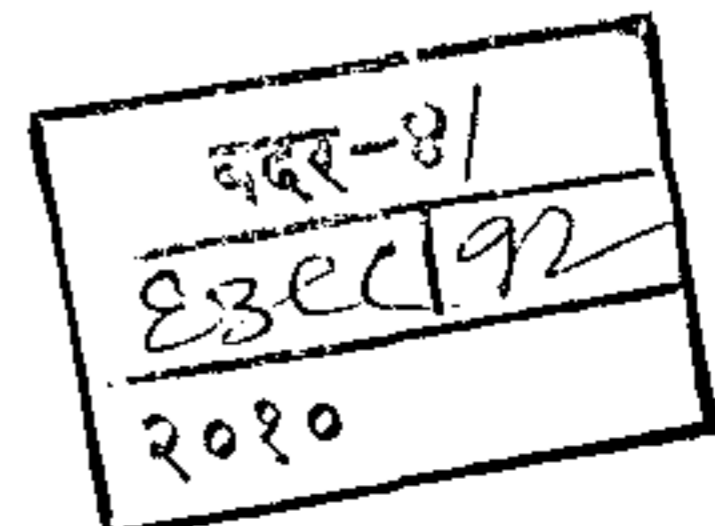
conditions hereinafter mentioned. The said consideration is exclusive of any levies of taxes (which shall be solely borne and paid by the Purchaser/s as per the applicable rules and policies in force from time to time). The said total consideration of Rs. 5,53,41,000/- (Rupees Five Crores Fifty Three Lacs Forty One Thousand only) shall be paid in Installments hereinafter specified:-

a) On Booking	Rs. <u>55,34,100/-</u>
b) Within 21 days of Booking	Rs. <u>—/-</u>
c) On or before the execution of this Agreement	Rs. <u>55,34,100/-</u>
d) On initiation of the Footing	Rs. <u>27,67,050/-</u>
e) On initiation of Plinth	Rs. <u>55,34,100/-</u>
f) On initiation of 1 <sup>st</sup> Slab	Rs. <u>27,67,050/-</u>
g) On initiation of 2 <sup>th</sup> Slab	Rs. <u>27,67,050/-</u>
h) On initiation of 3 <sup>th</sup> Slab	Rs. <u>27,67,050/-</u>
i) On initiation of 4 <sup>th</sup> Slab	Rs. <u>27,67,050/-</u>
j) On initiation of 5 <sup>th</sup> Slab	Rs. <u>27,67,050/-</u>
k) On initiation of 7 <sup>th</sup> Slab	Rs. <u>27,67,050/-</u>
l) On initiation of 8 <sup>th</sup> Slab	Rs. <u>27,67,050/-</u>
m) On initiation of 9 <sup>th</sup> Slab	Rs. <u>27,67,050/-</u>
n) On initiation of 10 <sup>th</sup> Slab	Rs. <u>27,67,050/-</u>
o) On initiation of 11 <sup>th</sup> Slab	Rs. <u>27,67,050/-</u>
p) On initiation of Brickwork	Rs. <u>27,67,050/-</u>
q) On initiation of Internal Plaster	Rs. <u>27,67,050/-</u>
r) On Possession	Rs. <u>27,67,050/-</u>

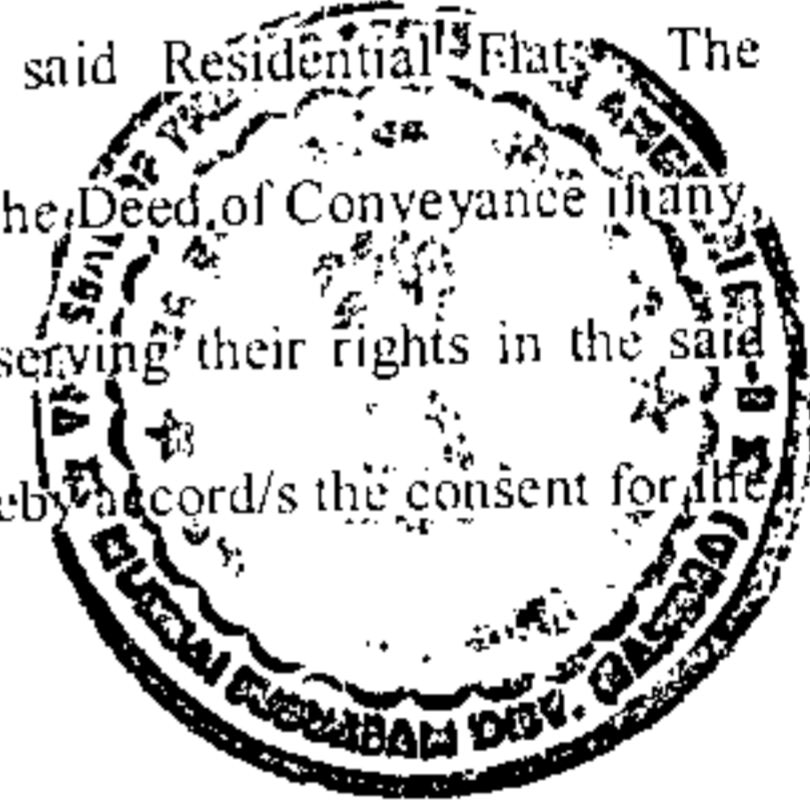


The Purchaser agrees and undertakes to pay the aforesaid instalments within 10 days from the receipt of notice of demand of such instalment from the Builder/Promoter, time being of essence.

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5. The Builder/Promoter reserves to itself and the Purchaser hereby grants his irrevocable and unconditional consent to the Builder / Promoter the right to lay out further additional constructions to the maximum level/extent permissible by vertical extension of the building LODHA ONE to be constructed on the said Plot as also construction of additional buildings thereon and agrees and the Purchaser agrees and undertakes not to raise any objections / claims in this regard and the claims, if any, in this regard shall be deemed to have been waived. The Builder/ Promoter shall, however, ensure that the free ingress to and egress of the Purchaser/s from the said Premises is not adversely affected. It is further agreed that in the event of the Purchaser/s disputing the rights of the Builder/Promoter then in such case the Builder/Promoter shall have right to terminate this Agreement notwithstanding the fact that the Purchaser has paid the full consideration amount and/or has been put into possession of the said Residential Flat. The Builder/Promoter shall incorporate requisite covenants in the Deed of Conveyance if any, executed in favour of the society of Flat Purchaser/s reserving their rights in the said property for the aforesaid purpose and the Purchaser/s hereby accord/s the consent for the same.
6. The Builder/Promoter shall subject to the terms hereof, construct said additional building in accordance with the plans and design and specification approved by the concerned local authority and observe perform and comply with all the terms and conditions stipulations and restrictions imposed by the concerned local authority while sanctioning plans in the matter of construction of the additional floors over and above existing building.
7. The Builder/Promoter shall be at liberty and entitled to complete any portion/floor/wing/part of the said building/s and apply for and obtain part Occupation Certificate therefore and give possession thereof to the Purchaser/s of the Residential



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Flats in LODHA ONE, and the Purchaser herein shall not object to the same. In such an event, however, if Purchaser takes possession of his premise in such part completed wing/part/portion/floor and the remaining work is carried on by the Builder/Promoter or its agents or contractors with the Purchaser occupying his premises, the Purchaser will not obstruct or object to the carrying on of such works even if the same shall cause any nuisance and annoyance;

8. The Builder/Promoter, if permitted by the appropriate authorities, reserve the right to transfer the construction permissible on the said Plot or transfer to the said Plot, construction permissible on any other land and lay out such construction accordingly at any time. The Purchaser/s hereby accord/s his/her/their irrevocable consent to the same and undertake not to raise any objection to such construction by Builder/Promoter.

9. The Purchaser consents that the Builder/Promoter shall retain with itself all the hoarding rights to display hoarding on the terrace, in the compound and on the said building either by themselves or through their nominee or nominees as the case may be. The Builder/Promoter shall be at absolute liberty to allot the said right to such person/s in the manner as they may deem fit and proper. Unless specifically provided herein or by a separate Agreement, Deed and or writing in favour of the Purchaser, the Purchaser shall not be entitled to the benefit of such rights. The Purchaser/s does/do not have any objection and agree/s and undertake/s not to object or claim any right or interest in respect of the Builder/Promoter to the restricted amenities and/or their authority to use and/or dispose of the same in the manner the Builder/Promoter may deem fit and proper.


10. The Purchaser gives its irrevocable consent to the Builder / Promoter to securitize the amounts receivable by the Builder / Promoter hereunder and to assign to the Banks / Financial Institutions the right to directly receive from the Purchaser the balance consideration / or part thereof hereunder. The Purchaser agrees and undertakes, upon

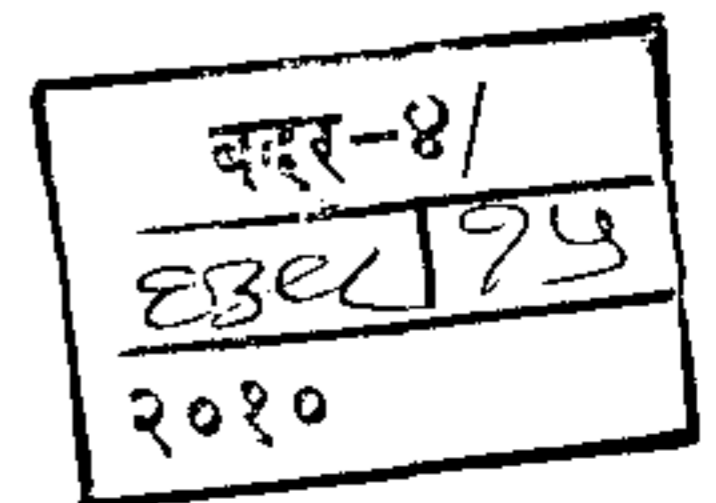
 

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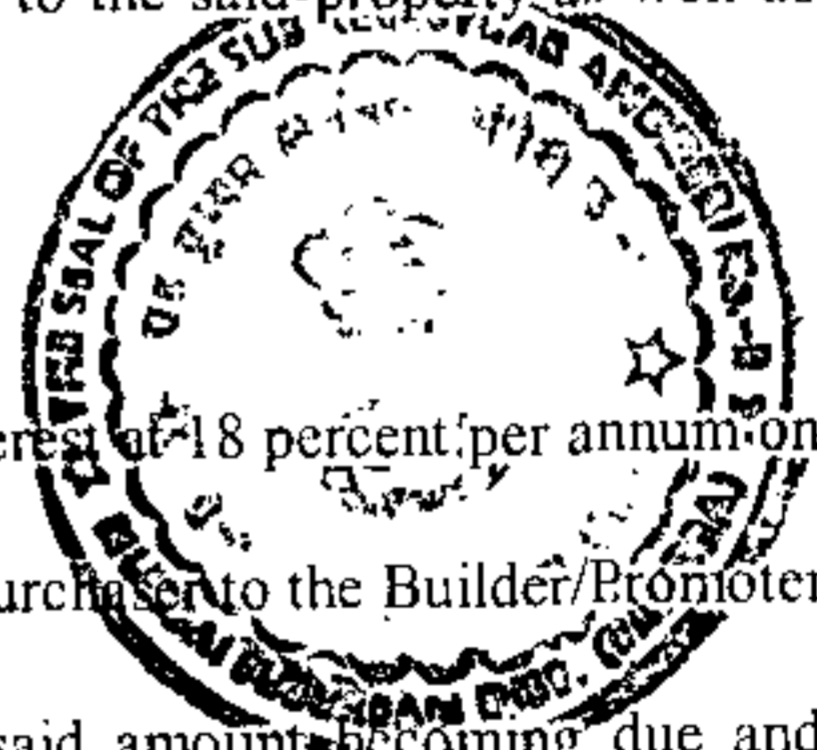
receipt of any such intimation in writing by the Builder / Promoter to pay without any delay, demur, deduction or objection to such Bank / Financial Institutions, the balance consideration or part thereof. The Builder / Promoter covenants that the payment of such balance consideration or part thereof in accordance with the terms hereof, by the Purchaser to the Bank / Financial Institutions, shall be a valid payment of consideration or part thereof and discharge of his obligations hereunder.

11. On making full payment of all amounts due under this Agreement, the Purchaser, who is for the time being owner of the Residential Flat, will be entitled to use the facilities of 'CLUB', which is proposed to be constructed on the said Plot. The Purchaser shall be entitled to nominate maximum of 6 (six) individuals (all of whom are direct family members and staying with the principal occupant in the said premises) to avail the facilities of the said Club. The membership will be subject to the terms and conditions, as may be framed from time to time by the operator(s) of "CLUB". Their right to use the facilities at the club shall be personal to the persons who are for the time being owners of the Residential Flat and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Residential Flat is sold by the Purchaser(s) then and in that event the Purchaser(s) shall be entitled to transfer the right to utilise the said facilities to the then Purchaser(s) of Residential Flat. It is however, clarified that the Builder/Promoter shall be entitled to grant membership rights to such person(s) as they may deem fit, subject to such persons being holders / owners / occupants of Residential Flat and the Purchaser(s) shall not be entitled to object to the same. The Purchaser(s) shall be obliged to pay the charges, if any, levied by the operator of the Club for specific service(s) availed of by the members. The Purchaser(s) shall be obliged to pay the towards club membership fees of 'Club' (calculated at Rs. 750/- (Rupees Seven Hundred Fifty Only) per month, 15 (Fifteen) months deposit) or any charges, if any, levied by the operator of the Club for the service(s) availed of by the members.

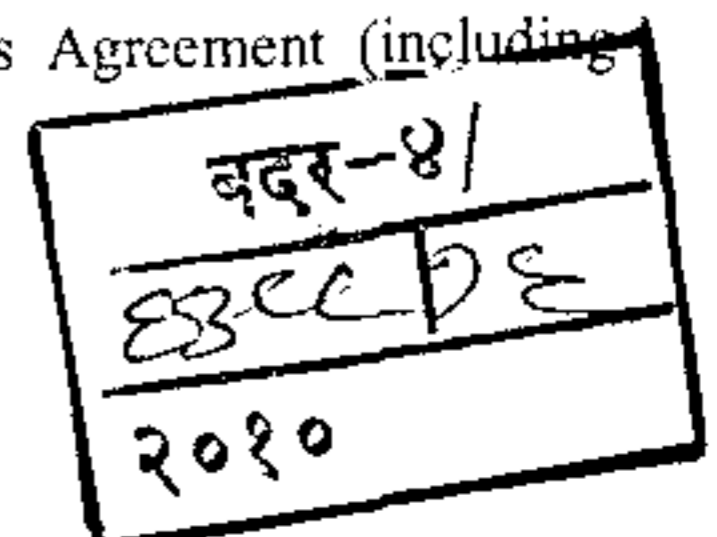




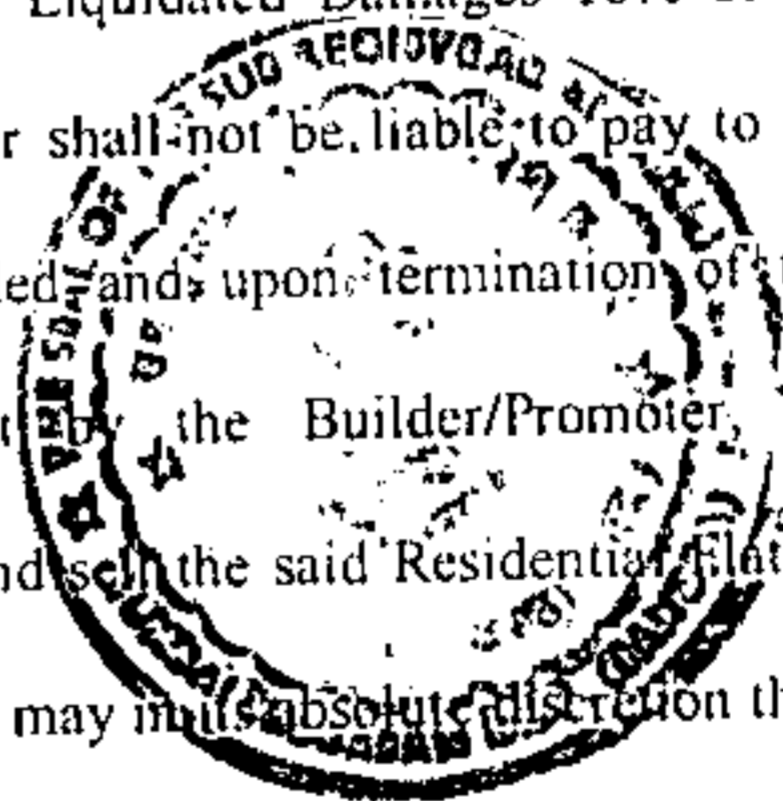
12. The Purchaser/s has/have entered into this Agreement with the notice of the terms and conditions of the said hereinabove recited agreements in respect of the said property between the Owners and the Builder/Promoter and subject to the terms and conditions that may be imposed by the Greater Mumbai Municipal Corporation (MCGM) and other authorities concerned and also subject to the Builder/Promoter right to make the necessary amendments, modifications and/or changes in the building plans or the materials and other specifications.
13. The Builder/Promoter hereby agrees that they shall, before handing over possession of the Flat to the Purchaser/s and in any event before execution of a conveyance in favour of a corporate body to be formed by the Purchasers of flats in the building to be constructed on the said property (hereinafter referred to as "the Society"/the Limited Company"), make full and true disclosure of the nature of their title to the said property as well as encumbrances, if any.
14. The Purchaser agrees to pay to the Builder/Promoter interest at 18 percent per annum on all the amounts, which become due and payable by the Purchaser to the Builder/Promoter under the terms of this agreement from the date the said amount becoming due and payable by the Purchaser to the Builder/Promoter, till the date of realization of such payment.
15. The Purchaser shall bear all the expenses relating to the VAT, Service taxes, as and when applicable in addition to the total Purchaser price and other incidental expenses shall be paid by the Purchaser as and when they are required under the law.
16. - On the Purchaser/s committing default in payment on due date of any amount due and payable by the Purchaser/s to the Builder/Promoter under this Agreement (including



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his/her proportionate share of taxes levied by concerned local authority and other outgoings) and/or on the Purchaser/s committing breach of any of the terms and conditions herein contained, the Builder/Promoter shall be entitled at its own option to terminate this agreement and in such event the Purchaser/s shall have no right of any nature whatsoever either against the said Residential Flat /premises or against the Builder/Promoter. Provided always that the Power of termination herein before contained shall not be exercised by the Builder/Promoter unless and until the Builder/Promoter shall have given to the Purchaser/s (15) fifteen days prior notice in writing of its intention to terminate this agreement and of the breach or breaches of terms and conditions in respect of which it is intended to terminate the agreement and default shall have been made by the Purchaser/s in remedying such breach or breaches within a period of 15 days after the giving of such notice: Provided further that upon termination of this agreement as aforesaid, the Builder/Promoter shall refund to the Purchaser/s the installments of sale price of the flat, which may till then have been paid by the Purchaser to the Builder/Promoter after deducting therefrom towards Liquidated Damages 10% of the total price payable hereunder. The Builder/Promoter shall not be liable to pay to the Purchaser/s any interest on the amount so refunded and upon termination of this agreement and refund of the aforesaid amount by the Builder/Promoter, the Builder/Promoter, shall be at liberty to dispose of and sell the said Residential flat to such person and at such price as he Builder/Promoter may in his absolute discretion think fit and proper. Further if the Purchaser expresses its desire to terminate the said agreement, then the Builder/Promoter shall be entitled to forfeit 10% of the total consideration received from the Purchaser/s towards Liquidated Damages and refund the balance amount to the Purchaser/s. The Parties hereby agree and undertake that the Liquidated Damages quantified in this clause is a genuine and adequate pre- estimate of loss/damage likely to be suffered. The Parties hereto agree not to question or object to the said quantum of Liquidated damages and hereby waive their right to object to the claim/quantum of the Liquidated Damages set out herein. The Builder/Promoter shall not

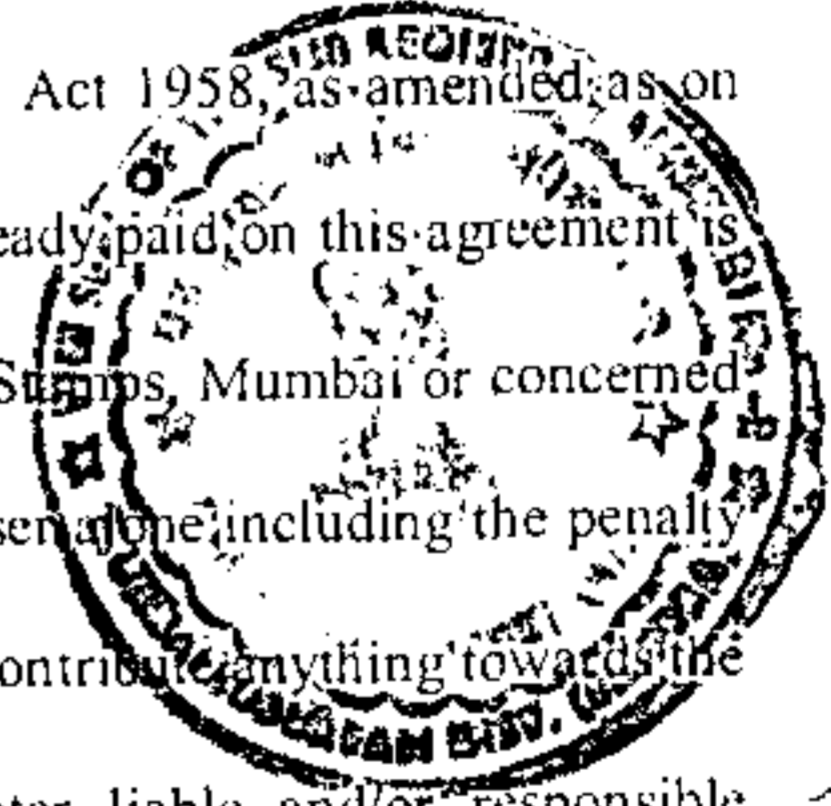


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be liable to pay to the Purchaser/s any interest on the amount so refundable and upon termination of this agreement and refund of the said amount by the Builder/Promoter the Builder/Promoter shall be at liberty to dispose of and sell the said Residential Flat s to such person and at such price as the Builder/Promoter may in its absolute discretion think fit and proper.

17. Any delay tolerated or indulgence shown by the Builder/Promoter in enforcing any of the terms of this Agreement or any forbearance or extension of time for payment of installment to the Purchaser/s by the Builder/Promoter shall not be construed as waiver on the part of the Builder/Promoter of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser nor the same shall in any manner prejudice or affect the rights of the Builder/Promoter.
18. All costs, charges, taxes, duties and expenses including stamp duty and registration charges of this Agreement shall be borne and paid by the Purchaser/s. The Purchaser/s is/are fully aware of the provisions of the Bombay Stamp Act 1958, as amended, as on date. If any stamp duty over and above the stamp duty already paid on this agreement is required to be paid or is claimed by the Superintendent of Stamps, Mumbai or concerned authority, the same shall be borne and paid by the Purchaser alone, including the penalty if any levied. The Builder/Promoter shall not be liable to contribute anything towards the same nor shall the Purchasers hold the Builder/Promoter liable and/or responsible towards the said stamp duty and/or penalty. The Purchaser/s shall indemnify the Builder/Promoter against any claim demands, actions or proceedings that may be made or initiated or instituted by the Stamp authorities or other concerned authorities in respect of the non-payment of adequate stamp duty to the extent of the loss or damage that may be suffered by the Builder/Promoter. The Purchaser/s shall also fully reimburse the expenses that may be required to be incurred by the Builder/Promoter in consequence upon any



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legal proceedings that may be initiated or instituted by the authorities concerned against the Builder/Promoter for non-payment and/or payment of stamp duty by the Purchaser/s.

19. The Purchaser/s shall immediately after execution of this Agreement lodge at his/her/their own costs the same for the registration with the Sub-Registrar of Assurances and shall forthwith inform the Builder/Promoter the serial number under which the same is lodged so as to enable the representative of the Builder/Promoter to attend the office and admit execution thereof.
20. Subject to the Purchaser not in breach of any of the terms hereof, the Builder/Promoter shall endeavor to give possession of the said Residential Flat to the Purchaser on or before the      day of February-2011. The Builder/Promoter shall be entitled to a grace period of One Year beyond the aforesaid date. In the event, the Builder/Promoter fails to handover the possession of the Residential Flat to the Purchaser beyond the said grace period of One Year, the Purchaser may, by giving notice in writing to the Builder/Promoter elect to terminate this Agreement and in such event, the Builder/Promoter shall on demand be liable to refund to the Purchaser the amounts already received by the Builder/Promoter in respect of the said Residential Flat with simple interest at 9 percent per annum from the date of expiry of such grace period till the date of cancellation. In the event of such termination neither Party shall have any other claim, against the other, in respect of the said Residential Flat or arising out of this Agreement and the Builder/Promoter shall be at liberty to sell and dispose of the Residential Flat to any other person at such price and upon such terms and conditions as the Builder/Promoter may deem fit and proper. If as a result of any legislative order or regulation or direction of the Government or Public authorities, the Builder/Promoter are unable to complete the aforesaid Building and/or give possession of the said Residential Flat to the Purchaser, the only responsibility



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and liability of the Builder/Promoter will be to pay over to the Purchaser such amount attributable to the said Residential Flat that may have been received by the Builder/Promoter without any interest within such time and in such manner as may be decided by the Builder/Promoter. Save as aforesaid neither party shall have any right or claim against the other under or in relation to this Agreement or otherwise however. Provided that the Builder/Promoter shall be entitled to reasonable extension of time for giving delivery of the said Residential Flat on the aforesaid date, if the completion of Building in which the said Residential Flat is to be situated is delayed for reasons beyond the control of the Builder/Promoter including on account of:

- (i) Non-availability of steel, cement, other building material, water or electric supply.
- (ii) War, civil commotion or act of God
- (iii) Any notice, order, rule, notification of the Government and/or other public or competent authority or for any reason beyond the control of the Builder/Promoter.
- (iv) Economic Hardship.
- (v) If documents related to and necessary for the construction are delayed in receipt from the competent authority; then the Builder/Promoter shall be entitled to a reasonable extension in lieu of the same, the Purchaser shall be informed about such a delay.

21. The Purchaser shall take possession of the said Residential Flat within seven days of the Builder/Promoter giving written notice to the Purchaser intimating that the said Residential Flat is ready for use and occupation. In the event the Purchaser fails and /or neglects to take possession of the said Residential Flat within the said period, it shall be deemed that the Purchaser/s has taken possession from the date of the said written notice and this date shall be deemed to be the "Date of Possession" and all the obligations of the Purchaser/s related to the said premises shall be deemed to be effective from the date of such Deemed Possession. The Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the said Residential Flat from the expiry of 7 days



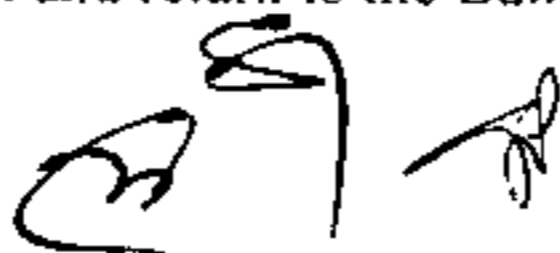
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from the Notice of Possession. Provided that if within a period of one year from the date of handing over to the Purchaser the said Residential Flat or occupation certificate whichever is earlier, the Purchaser brings to the notice of the Builders/Promoters any defect in the said Residential Flat or the material used thereon, wear and tear and misuse excluded, wherever possible such defects shall be rectified by the Builder/Promoter at its own cost and in case it is not possible to rectify such defects, then the Purchaser shall be entitled to receive from the Builders/ Promoters reasonable compensation being the costs incurred by the Purchaser for rectification of such defect.

22. The Purchaser/s shall use the said Residential Flat or any part thereof or permit the same to be used for purpose of residence and shall use the garage or parking space only for purpose of for keeping or parking the Purchaser's own vehicle.

23. The Builders/Promoters shall also be entitled to display board, and/or hoarding on the parapet walls of the said building LODHA ONE or any part thereof even if the said property is conveyed in favour of Co-operative Society or Limited Company or a Condominium of the Flat Purchasers under Maharashtra Apartments Ownership Act, 1970 or the Unit Purchasers or Association of persons or body corporate as the case may be.

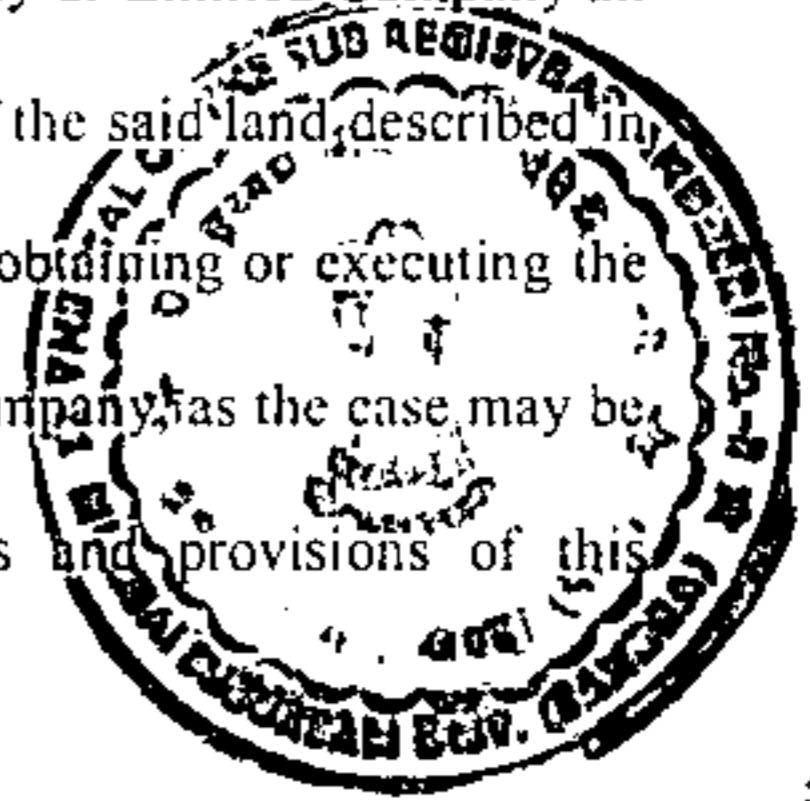
24. The Purchaser/s along with other Purchasers of the Residential FlatS in the building LODHA ONE shall join in forming and registering the society or a Limited Company or a Condominium of the Flat Purchasers under Maharashtra Apartments Ownership Act, 1970 to be known by such name as the Purchaser may decide for this purpose and from time to time sign and execute the application for registration and/or membership and other papers and documents necessary for the formation and the registration of the society or Limited Company and for becoming a members, including the bye-laws of the proposed society and duly fill in, sign and return to the Builders/Promoters within 7 days



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of the same being forwarded by the Builders/Promoters to the Purchasers, so as to enable Builders/Promoters to register the organization of the Flat Purchasers so as to enable Builders/Promoters to register the organization of the Flat Purchasers under section 10 of the said Act within the time limit prescribed by rule 8 of the Maharashtra Ownership Flats (Regulation of the promotion of construction, sale, management and Transfer) Rules, 1964. No objection shall be taken by the Purchaser if any changes or modifications are made in the draft bye-laws or the Memorandum and / or Articles of Association, as may be required by the Registrar of Co-operative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

25. Unless it is otherwise agreed to by and between the parties hereto the Builders/Promoters shall, aforesaid cause to be transferred to the Society or Limited Company all the right, title and interest of the Owners /Builder/Promoter of the said land described in the Schedule hereunder written together with the building by obtaining or executing the necessary Conveyance in favour of such society or Limited Company, as the case may be and such conveyance shall be in keeping with the terms and provisions of this Agreement.



26. The Builder/Promoter hereby declare that:-

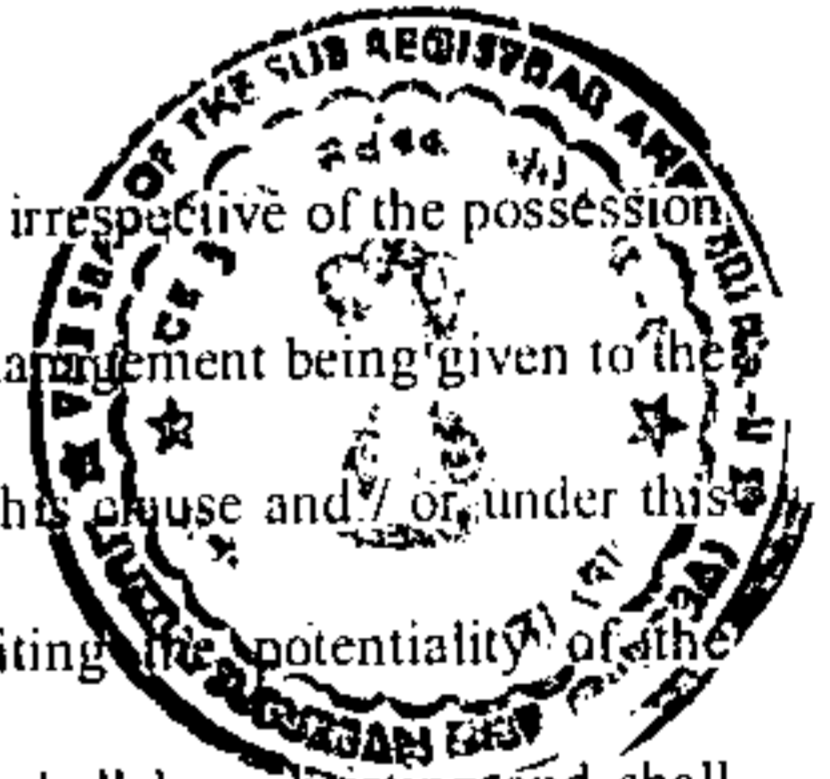
- i. The Building shall be constructed in accordance with the plans and specifications approved and sanctioned by the Greater Mumbai Municipal Corporation (MCGM) and all other concerned authorities;
- ii. The Builder/Promoter shall form a Co-operative Housing Society under the provisions of the Maharashtra Co-operative Societies Act, comprising of all the flat Purchasers or a Private Limited Company governed by the provisions of the

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Companies Act, 1956 or Condominium of Apartment Owners to be governed by the provisions of the Maharashtra Apartments Ownership Act, 1970;

- iii. That the Builder/Promoter shall retain with itself the right over further podium level with swimming pool and club house and podium at first, second, third and fourth levels in the building and this right of the Builder/Promoter shall be so provided in the Deed of transfer / Conveyance / Declaration under section 2 of the Maharashtra Apartments Ownership Act, 1970.
- iv. The premises are intended and shall be used for residential purpose only and the Purchaser undertakes that the said Residential Flat shall not be used by the Purchaser for any other purposes whatsoever.
27. It is clarified and the Purchaser agrees and understands that irrespective of the possession of the Premises being given to the Purchaser and / or the Management being given to the ad-hoc committee of the Flat Purchasers the rights under this clause and / or under this agreement reserved for the Builder/Promoter for exploiting the potentiality of the property described in the SCHEDULE hereunder written shall be subsisting and shall continue to vest in the Builder/Promoter even after the Conveyance is executed in favour of the Ultimate Organization and the Builder/Promoter shall be entitled to execute the Conveyance or procure the Deed of Conveyance reserving such rights in the said property in favor of the Builder/Promoter subject to the terms setout herein. The Conveyance shall be executed on completion of the project provided all the premises are sold and full payments are received by the Builder/Promoter.



28. Commencing a week after notice in writing is given by the Builder/Promoter to the Purchaser that the said Residential Flat is ready for use and occupation, the Purchaser shall be liable to bear and pay the proportionate share (i.e. in proportion to the floor area

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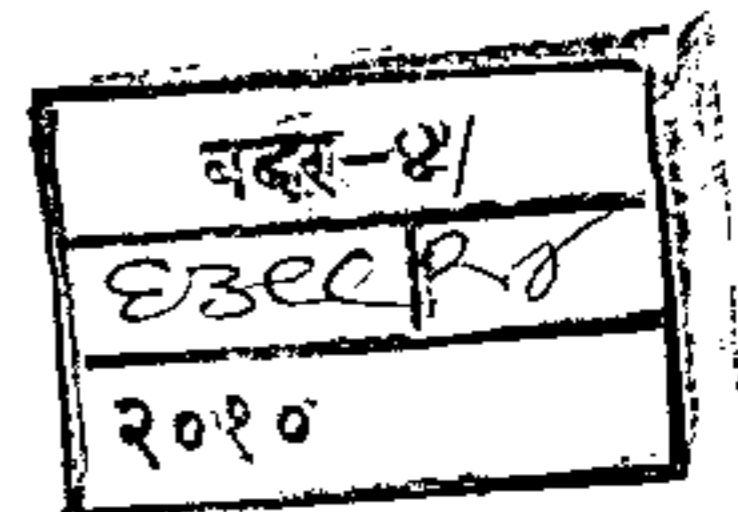
authority and / or Government water charges, insurance, common electricity charges, repairs and salaries of clerks, bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the said land and building, formation of the Society / limited Company is formed and the said land and building are transferred to it, the Purchaser shall pay to the Builder/Promoter such proportionate share of outgoings as may be determined.

29. The Purchaser is aware that the Builder/Promoter shall appoint a Facility Management Company (FMC) to manage the said Property, the building LODHA ONE thereon and the facilities/amenities and/or provide services within the said Property. All costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the Flat Purchaser/s. These costs shall be shared by the Flat Purchaser/s on prorate basis determined by the Builder/Promoter and/or FMC. The Purchaser/s agreed to be bound by the rules and regulations that may be framed by the FMC. The FMC has the exclusive right to manage the said property for a period of 5 years which shall commence from the date of obtaining occupation certificate (OC) from residential premises.

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

31. The Purchaser further agrees that till the Purchaser's share is so determined the Purchaser shall pay to the Builder/Promoter provisional monthly contribution of the Rs. 12.55 paisa (Rupees Twelve and Fifty Five Paise Only) per sq. ft carpet area per month towards the outgoings. The amounts so paid by the Purchaser to the Builder/Promoter shall not carry any interest and remain with the Builder/Promoter until a conveyance / assignment of



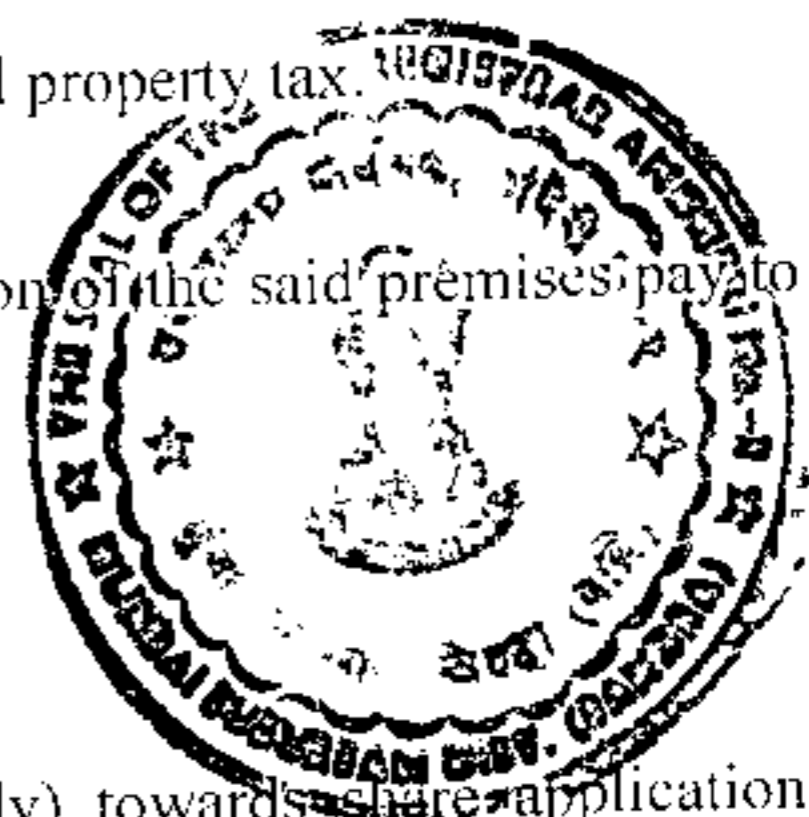


lease is executed in favour of the society or a limited Company as aforesaid. Subject to the provisions of section 6 of the said Act, on such Conveyance / assignment of lease being execute, the aforesaid deposits (less deductions provided for this agreement) shall be paid over by the Builder/Promoter to the society or the Limited Company as the case may be. The Purchaser undertakes to pay such provisional monthly contribution and such proportionate share of outgoings regularly on the 5<sup>th</sup> day of each and every month in advance and shall not withhold the same for any reason whatsoever. All the deposits payable to the Municipal Corporation for Greater Mumbai or the B.E.S.T., for water connection and electricity charges, gas connection, I.O.D. deposit, Layout deposit or permanent deposits and the deposits payable for the amenities to be provided such as Internet connection, telephone connection or any other amenity specified at a later date in respect of the said Premises which become payable and shall be paid or reimbursed to the Builder/Promoter by the Flat Purchasers. The Flat Purchaser shall also pay proportionate share towards development charges, betterment charges and property tax.

32. The Flat Purchaser shall on or before delivery of possession of the said premises pay to the Builder/Promoter the following amounts:

SOCIETY CHARGES:-

1. Rs. 1050/- (Rupees One Thousand and Fifty only) towards share application money and application entrance fee of the Society or Limited Company.
2. Rs. 6.12.641/- (Rupees Six lacs Twelve Thousand Six Hundred only) Forty one only/- towards provisional outgoings of Water Bills, Common Electric Bills, maintenance charges and other society expenses (calculated at Rs. 12.55/- (Rupees Twele and Fifty Five Paise) per sq. ft carpet area per month for 24 months only from the date of Possession and subject to revision thereafter, as per the market conditions.
3. Rs. 50,000/- (Rupees Fifty Thousand Only) being the expenses for formation and registration of the society or Limited Company.



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OTHER CHARGES:-

- (i) Rs. 100,000/- (Rupees One Lac Only) towards legal charges.
- (ii) Rs. 200,000/- (Rupees Two Lacs only) towards electric connection, water connection, transformer, cable, laying, pipe laying and other related charges.
- (iii) Rs. 10,44,561/- (Rupees Ten Lacs Forty Four Thousand Five only) Hundred sixty one only/-  
@ Rs. 513.55/- (Rupees Five Hundred Thirteen And Fifty Five Paise only) per sq. ft carpet area towards Infrastructure Charges.
- (iv) Rs. 5,88,045/- (Rupees Five Lacs Eighty Eight Thousand Forty Five only) @ Rs. 197/- (Rupees One Hundred Ninety Seven only) per sq. ft. of carpet area towards one-time contribution to Greater Bombay Co-operative Housing Society Ltd.

33. It is further agreed by and between the parties hereto that, subject to the terms hereof and the Purchaser not being in breach of this Agreement, the Builder/Promoter shall on payment of the total consideration and other amounts put the Purchaser into vacant and peaceful possession of the said premises. It is further clarified that the flat Purchasers along with other flat Purchasers may be put into possession and at that point of time the Builder/Promoter may not have sold or entered into any agreement/s with Purchaser/s of other premises and the said other premises in the said building may be vacant and unsold. It is agreed by the Purchasers that neither the Purchaser nor any body of Purchaser of the society shall claim any payment of taxes. / outgoings in respect of such vacant premises, which are unsold and the possession thereof is with the Builder/Promoter.

34. Notwithstanding anything stated herein above, the Builder/Promoter shall also be entitled if required to submit the said property under the provisions of the Maharashtra Apartment Ownership Flats Act, 1970, and in such an event, the Purchaser shall at his / her / their costs, charges and expenses be entitled to execution of a Deed of Apartment and/or Conveyance and in such an event, the Builder/Promoter shall cause the said

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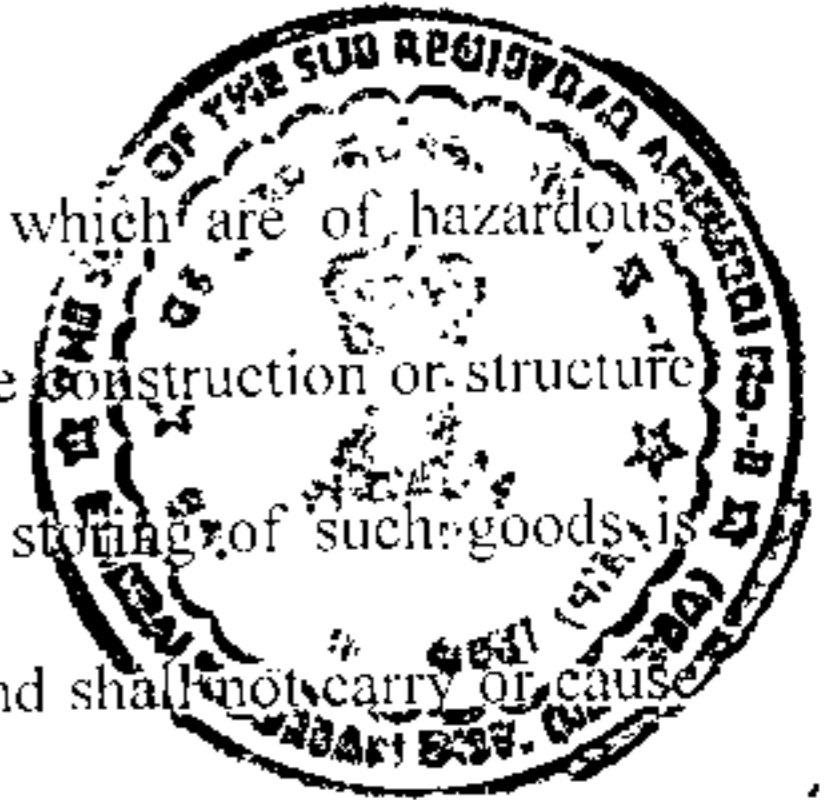
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35. owners to execute such relevant documents for effectuating a proper transfer of the said Premises and undivided share, right, title and interest in the common areas the amenities in favour of the respective Purchaser of their respective Units.

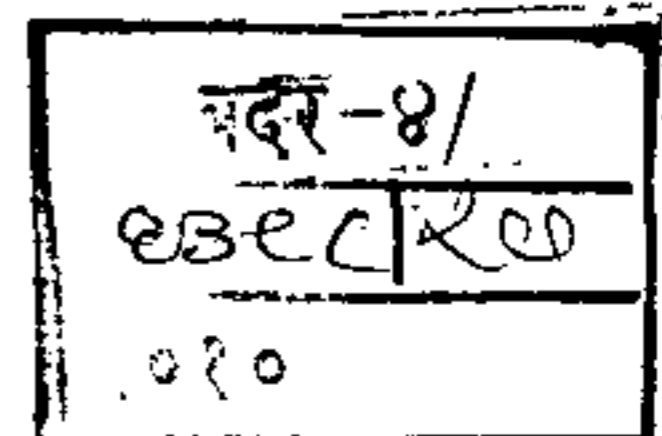
36. The Purchaser/s for himself / themselves with intention to bring all persons into whosoever hands the premises may come, doth hereby covenant with the Builder/Promoter as follows;

i. To maintain the said Residential Flat at Purchaser's own cost in good tenable repair and proper condition from the date of possession of the said Residential Flat is taken and shall not do or suffer to be done anything in or to the building in which the premises is situated, or to the staircase or any passages in which the said Residential Flat may be situated against the rules, regulations or bye-laws or concerned local or any other authority or charge / alter or make addition in or to the building in which the flat is situated and the premises itself or any part thereof.

ii. Not to store in the said Residential Flat any goods which are of hazardous, combustible or of dangerous nature so as to damage the construction or structure of the building in which the premises is situated or storing of such goods is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages on upper floors which may damage or likely to damage the staircases, common passages or any other structure of the building in which the said Residential Flat is situated, including entrances of the building in which the said Residential Flat is situated and in case any damage is caused to the building in which the premises is situated or the premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.



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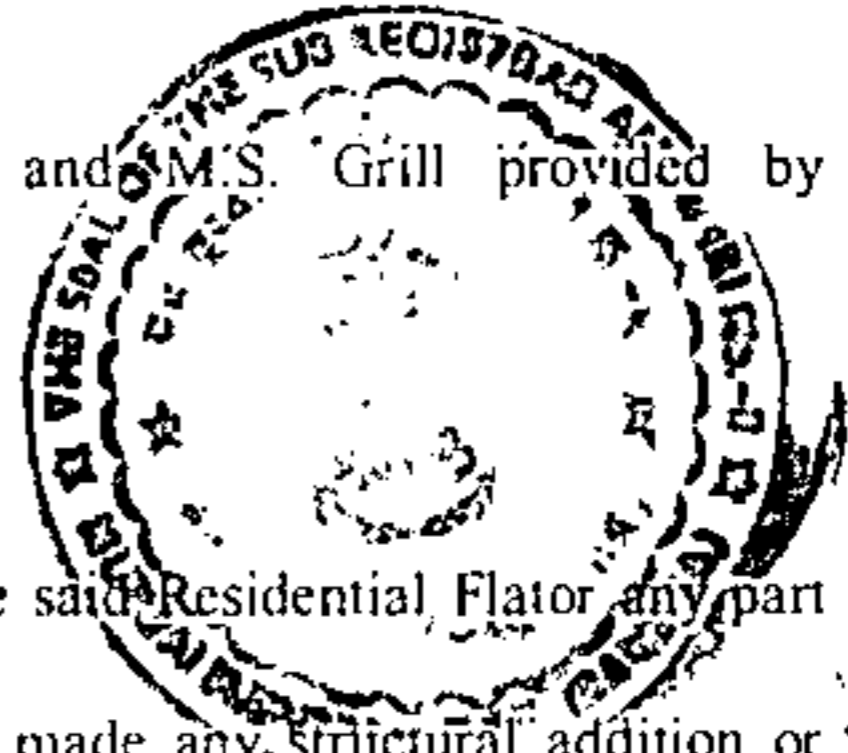


which the said Residential Flat is situated, including entrances of the building in which the said Residential Flat is situated and in case any damage is caused to the building in which the premises is situated or the premises on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach.

- iii. To carry at his own cost all internal repairs to the said Residential Flat and maintain the premises in the same conditions state and order in which it was delivered by the Builder/Promoter to the Purchaser and shall not do or suffer to be done anything in or to the building in which the flat is situated or the premises which may be given as per the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the flat Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.

- iv. Not to change or alter wooden window and M.S. Grill provided by Builder/Promoter.

- v. Not to demolish or cause to be demolished the said Residential Flat or any part thereof, nor at any time make or cause to be made any structural addition or alteration of whatever nature in or to the said Residential Flat or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the said Residential Flat is situated and shall keep the portion, sewers, drains pipes in the said Residential Flat and appurtenances thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the building in which the said Residential Flat is situated and shall not chisel or in any other manner damage or cause damage to columns,



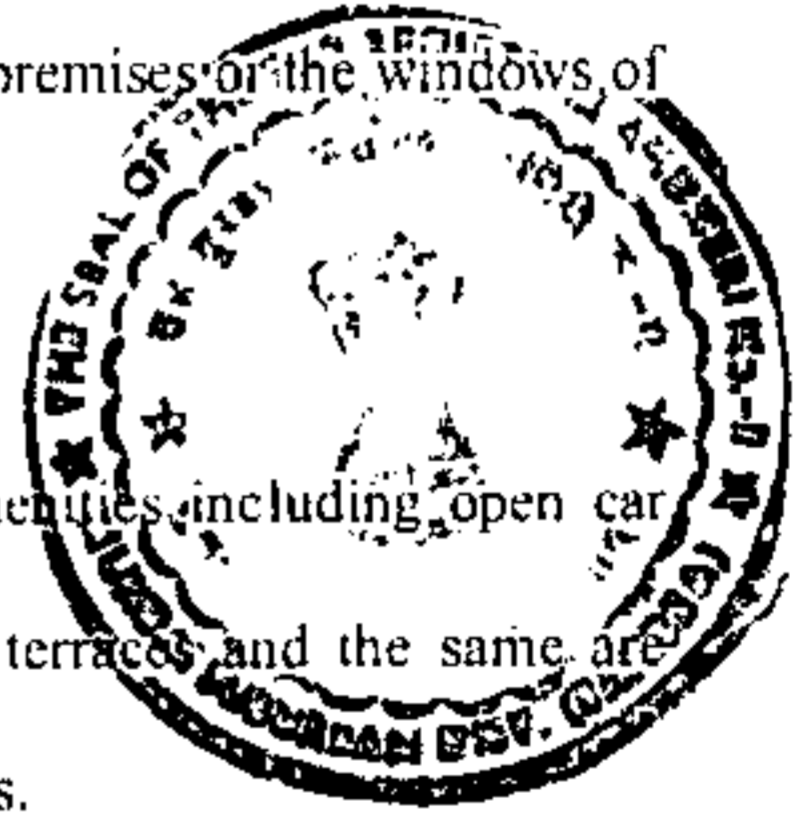
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beams, walls, slabs or RCC, Pardis or other structural members in the said Residential Flat without the prior written permission of the Builder/Promoter and / or the society or the Limited Company.

- vi. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said Residential Flat is situated or any part thereof or whereby any increase premium shall become payable in respect of the insurance.
- vii. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Residential Flat in the compound or any portion of the said property and the building in which the premises is situated.
- viii. Not to put any wire, pipe, grill, plant, outside the said Residential Flat and not to dry any clothes and not to put any articles outside the premises or the windows of the said Residential Flat.
- ix. Not to put any claim in respect of the restricted amenities including open car parking space, open space, stilt parking, hoarding or terraces and the same are retained by the Builder/Promoter as restricted amenities.
- x. Pay to the Builder/Promoter within 7 days of demand by the Builder/Promoter, his share of security deposit demanded by concerned local authority or government or giving water, electricity or any other service connection to the building in which the said Residential Flat is situated.
- xi. To clear and pay increase in local taxes, development charges, water charges, insurance and such other taxes, fees, levies, if any, which are imposed by the

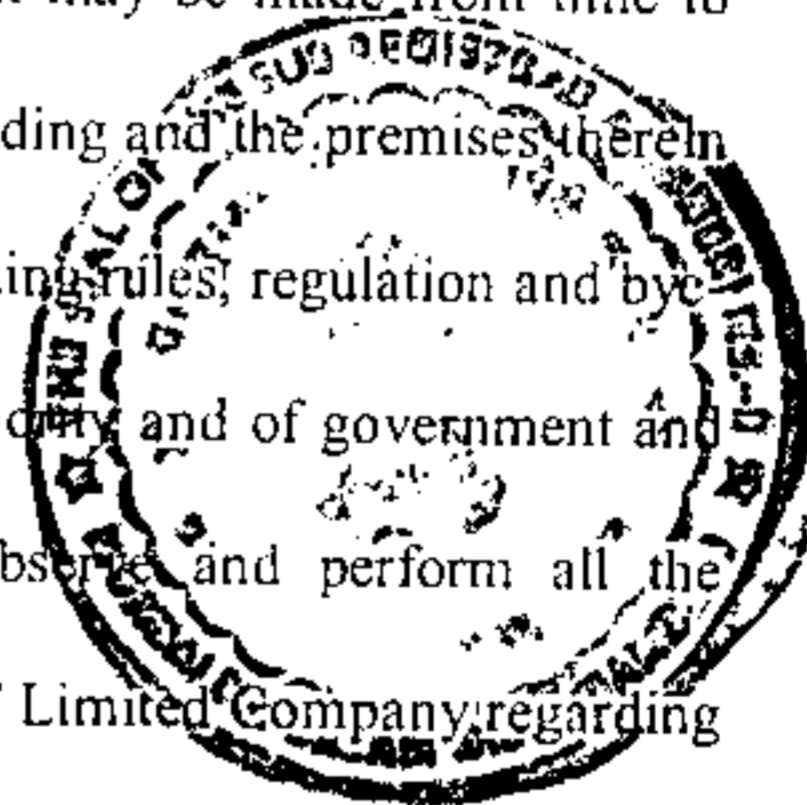


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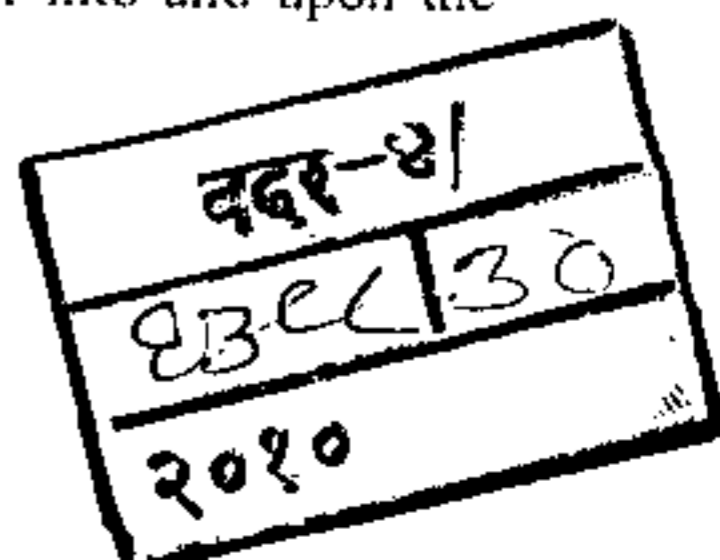
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concerned local authority and / or government and / or other public authority, an account of change of user of the said Residential Flat by the Purchaser viz. user for any purposes other than for residential or otherwise.

- xii. The Purchaser shall not let, sub-let, transfer, assign or part with Purchaser's interest or benefit under this agreement or part with the possession of the Premises until (a) The Purchaser has paid to the Builder/Promoter all the amounts including transfer fee due and payable under this Agreement under various provisions and (2) The Purchaser has not been in breach of or non-observance or non-performance of any of the terms and conditions of this agreement and (3) Obtained a written No objection or consent of the Builder/Promoter Deed of Conveyance in favour of the society or the Limited Company.
- xiii. The Purchaser shall observe and perform all the rules and regulations or bye-laws which the ultimate Transferee of the said property may adopt at its inception and the additions, alterations or amendment thereof that may be made from time to time for protection and maintenance of the said building and the premises therein and for the observance and performance of the building rules, regulation and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulation and conditions laid down by the Society / Limited Company regarding the occupation and use of the said Residential Flat in the building accordingly in accordance with the terms of this agreement.
- xiv. Until a Deed of Conveyance in favour of the Ultimate Organization is executed and the entire project is declared by the Builder / Promoter as completed the Purchaser shall permit the Builder/Promoter and their surveyors and gents, with or without workmen and others, at all reasonable times to enter into and upon the



Handwritten initials and a signature.



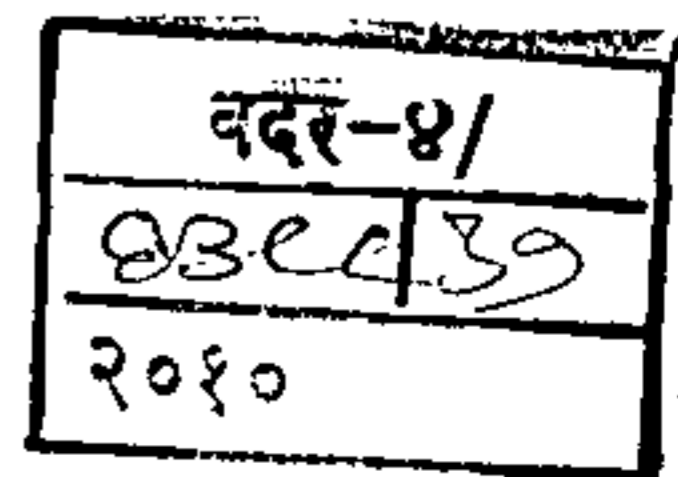
said Residential Flat and buildings or any part thereof to view and examine the state and condition thereof.

37. Subject to the terms hereof the Property shall be transferred by the Builder/Promoter by causing the said owners to execute a Deed of Conveyance and in such document the Builder/Promoter shall join as a Confirming Party transferring the building. In the event of the transfer of the property being effected earlier for any reason whatsoever, then in such case, all the rights of the Builder / Promoter under this Agreement shall be in full force and binding upon the transferees and all its members and such transfer shall always be deemed to be subject to the provisions of this Agreement and the transferees shall not have any better right than the right intended to be granted under this Agreement.
38. The Builder/Promoter shall maintain a separate account in respect of sums received by the Builder/Promoter from the Flat Purchasers as advance or deposit, sums received on account of the share capital for the promotion of the co-op Society or a Company, or towards the out going, legal charges and shall utilize the amount only for the purposes for which they have been received.
39. Nothing contained in this Agreement is intended to be or shall be construed as a grant, demise or assignment in law of the said premises or of the said property and building or any part thereof. The Purchaser shall have no claim save and except in respect of the said Residential Flat hereby agreed to be sold to him.
40. All notices to be served on the flat Purchaser as contemplated by this Agreement shall be deemed to have been duly served if sent to the flat Purchaser by registered Post A.D. / Under Certification of posting at his / her address specified below:

P.O. Box 2196,

Dubai, U E

*[Handwritten signature]*



Pin - 219600

41. The Purchaser/s hereby declare/s that He/She/Company has gone through the agreement and all the documents related to the said property and the premises purchased by the Purchaser and has expressly understood the contents, terms and conditions of the aforesaid documents and all the disclosures made by the Builder/Promoter as aforesaid, after being fully satisfied the Purchaser has entered into this Agreement.

42. DISPUTE RESOLUTION AND GOVERNING LAW

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

b) If the dispute or difference cannot be resolved within a period of 7 days from the notice by the aggrieved Party under sub clause (a) above, then the dispute shall be referred to arbitration. Arbitration shall be conducted in Mumbai, India in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language. The arbitration shall be conducted by a sole arbitrator who shall be as mutually agreed to by and between the Parties.

c) The decision of the arbitrator shall be in writing and shall be final and binding on the Parties. The award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the courts in Mumbai.

d) This Indenture and rights and obligations of the Parties shall remain in full force and effect pending the award in any arbitration proceeding hereunder.

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



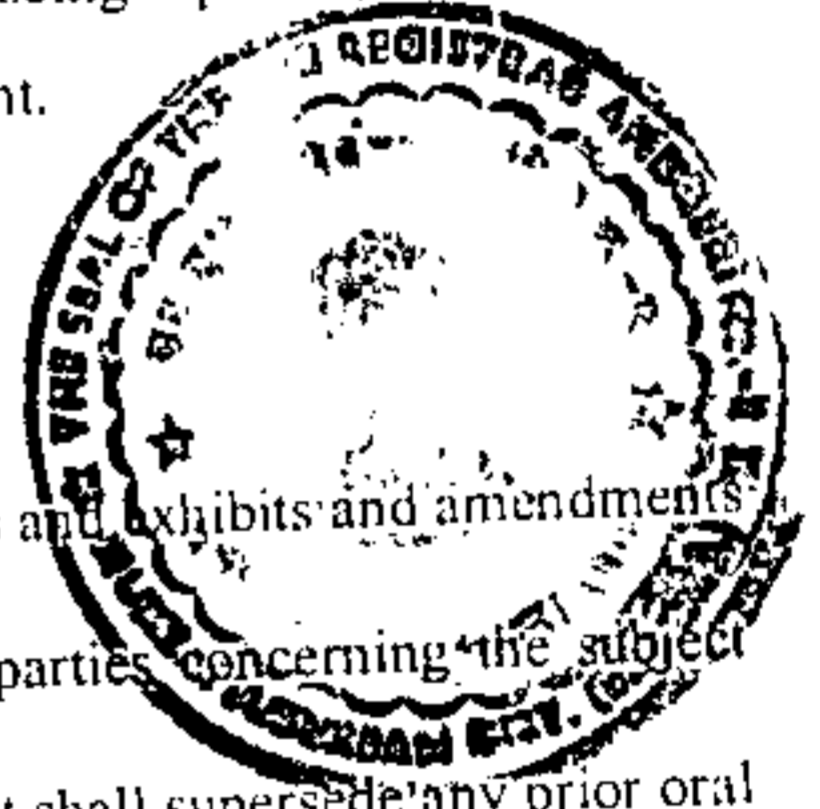
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## 43. SEVERABILITY.

- a) If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provisions of this Agreement or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement.
- b) In the event any one or more of the provisions of this Agreement is held to be unenforceable under applicable law:
- (i) such enforceability shall not affect any other provision of this Agreement,
  - (ii) this Agreement shall be construed as if said unenforceable provision had not been contained therein and
  - (iii) the parties shall negotiate in good faith to replace such unenforceable provision by such as gives effect nearest to that of the provision being replaced, and preserves the parties commercial interests under this Agreement.

## 44. ENTIRE AGREEMENT

The parties agree that the Agreement, schedules, annexures and exhibits and amendments thereto, constitute the entire understanding between the parties concerning the subject matter hereof. The terms and conditions of this Agreement shall supersede any prior oral or written understanding between the parties with respect to the subject matter of the Agreement. This Agreement shall not be amended or modified except by a writing signed by both parties.



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

THE SCHEDULE ABOVE REFERRED TO

ALL that pieces and parcels of the sub-divided plot bearing NO.11 bearing CTS No. 9A-3/2 situated at Gulmohar Cross Road No.4, JVPD Scheme, Juhu Mumbai - 400 057 in the Revenue Village Vile Parle (West) Taluka Andheri, within the limits of Greater Mumbai in the District

*(Handwritten signatures)*

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and registration sub-District of Mumbai City and Mumbai Suburban Admeasuring 852.08 sq. mtrs or thereabouts alongwith the fully tenanted residential building known as "Moti Hira Apartment (hereinafter referred to as "the Said Plot") being the part of the said Larger Plot together with the said shares.

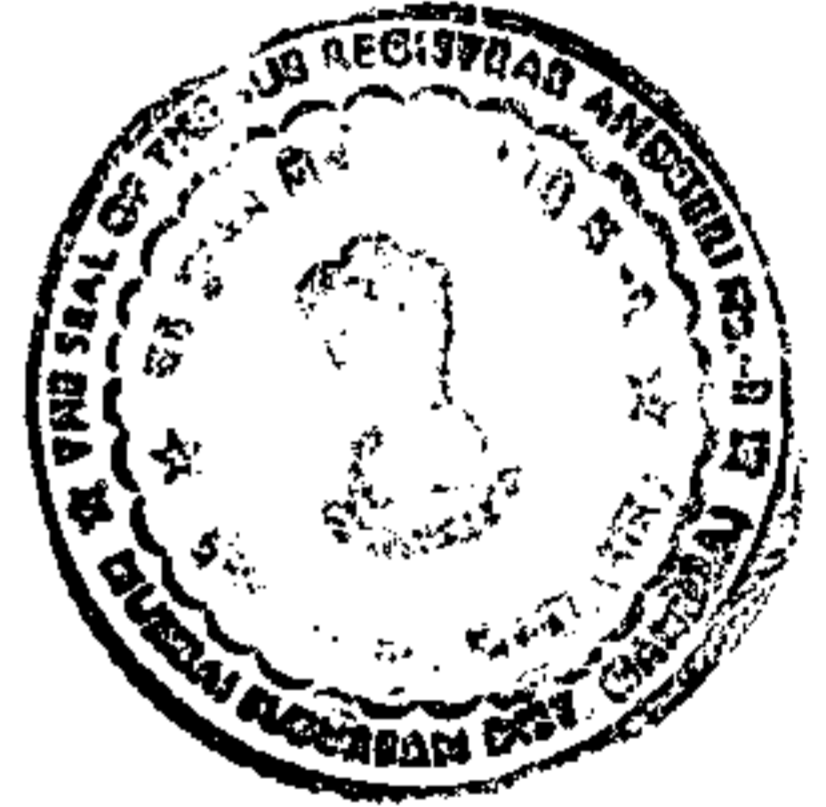
THE FIRST SCHEDULE ABOVE REFERRED TO

COMMON AREAS:

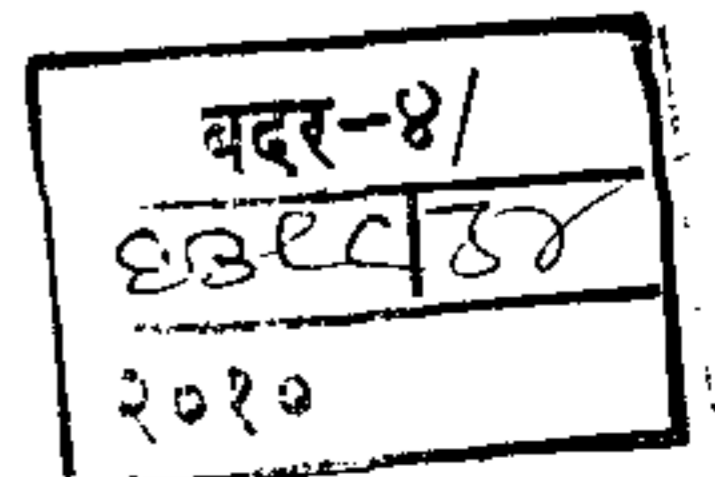
1. Stair case and main passage.
2. Staircase Entrance Area.
3. Staircase Landings.
4. Pump rooms.
5. Lift Rooms and Lift Well.
6. Entrance Lobby on ground floor.
7. Garden Areas and the facilities thereon.

COMMON AMENITIES:

1. R.C.C. under ground and overhead tanks.
2. Pump(s)
3. Lifts in the said Building/s
4. Light and electrical fitting in staircase entrance hall and compound.
5. Meter Room.
6. Exterior Plumbing fixtures.
7. Septic Tank.
8. Suction Tank.
9. Watchman Cabin.
10. Electric Cabin.
11. Fire Fighting System.



*[Handwritten signatures]*



THE SECOND SCHEDULE ABOVE REFERRED TO

LIST OF AMENITIES

o Finishing and fittings

1. Natural Italian Marble Flooring in the entire home.(except kitchen, all bedrooms and service areas)
2. Wooden flooring in all bedrooms.
3. Engineered Wooden for Living and bedroom decks.
4. Fitted Modular Kitchen from Poggenpohl.
5. Master bathroom finished with Antonio Lupi basin, Fantini \* shower panel, Duravit\* bathtub and Gessi\* bath fittings.
6. Other bathrooms finished with Roco\* sanitary fittings and Hansgrohe bath fittings.
7. Boilers in all bathrooms.

o Air conditioning

1. Split air conditioners in living, dining and all bedrooms.

o Automation and security systems

Home automation system from Honeywell / Clipsal with following features -

1. LCD Touch Screen Panel at the entrance of the residence
2. Video Door Camera with bell push
3. Gas leakage detector in kitchen with Alarm
4. Light points on dimming control
5. Fan points with speed control
6. AC on / off with remote control
7. Occupancy sensors for bathrooms and passages
8. PIR Motion sensor detector and panic alarm in Master Bed room for security.

(\* Or Equivalent)

(\* Or Equivalent)

(\*In select homes \*\* or Equivalent)



COMMON SEAL OF the withinnamed )

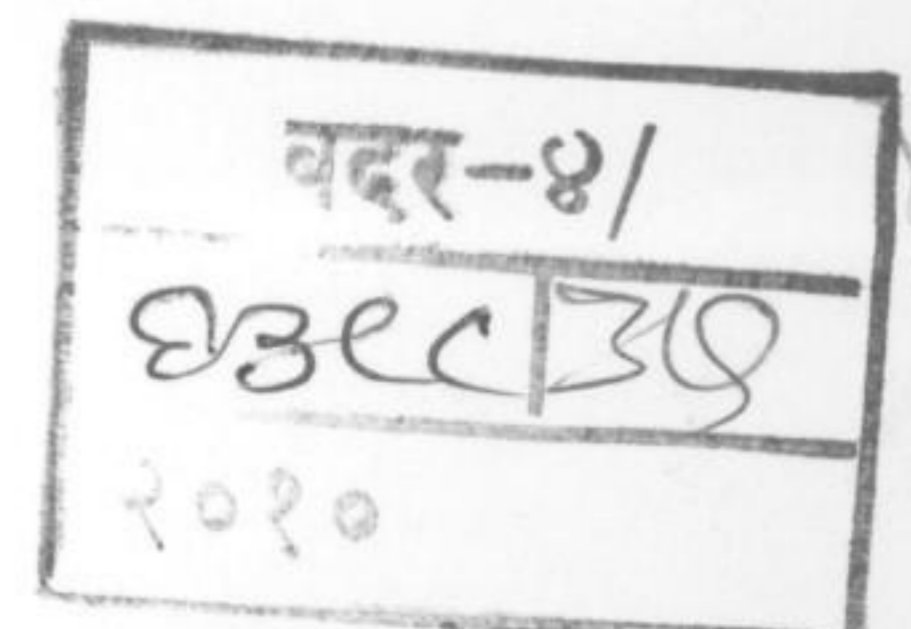
M/s MAA PADMAVATI BUILD )

TECH PRIVATE LIMITED )

The Promoter/Developer abovenamed )

Is hereunto affixed pursuant to P.O.A.H. )

through the hands of its directors *Surendran Nair*



on 1<sup>st</sup> day of July 2010 )

In the presence of: )

- 1. D. Dalvi - Dilip )
- 2. B. Jadhav - Jhama )

SIGNED AND DELIVERED )

By the within named Purchaser/s )

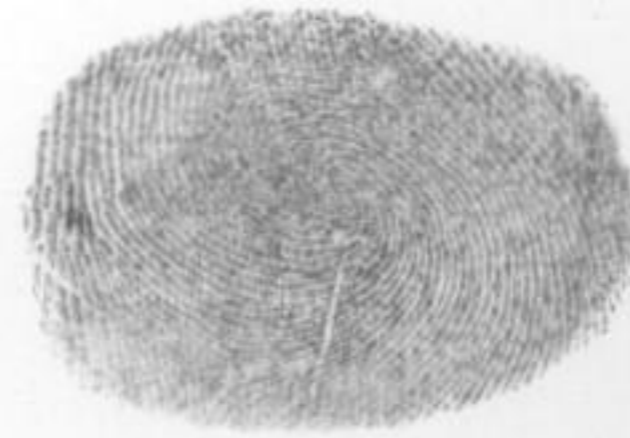
Shri/Smt. NOVEEL NARENDRA PANDYA AND SONALI NARENDRA PANDYA

In the presence of:

- 1. N. PANDYA - N. PANDYA )
- 2. P. PAWAR - P )



*[Signature]*  
S. Pandya



RECEIVED on the day and year first )

Hereinabove written of and from the )

Withinnamed Purchaser the sum of )

Rs. 3,59,71,650/- 1- Rupees Three Crore Fifty Nine Lacs Seventy One thousand only )  
Six Hundred Fifty Only. )  
Being the amount to be paid by the )

Purchaser on execution of these )

Presents to us by Cheque No. 006442, )  
1011025, 1011540, )  
011658 dated 7/04/09, 26/04/10, )

Drawn on Federal Bank Bank 24/05/10, )  
21/6/10 )

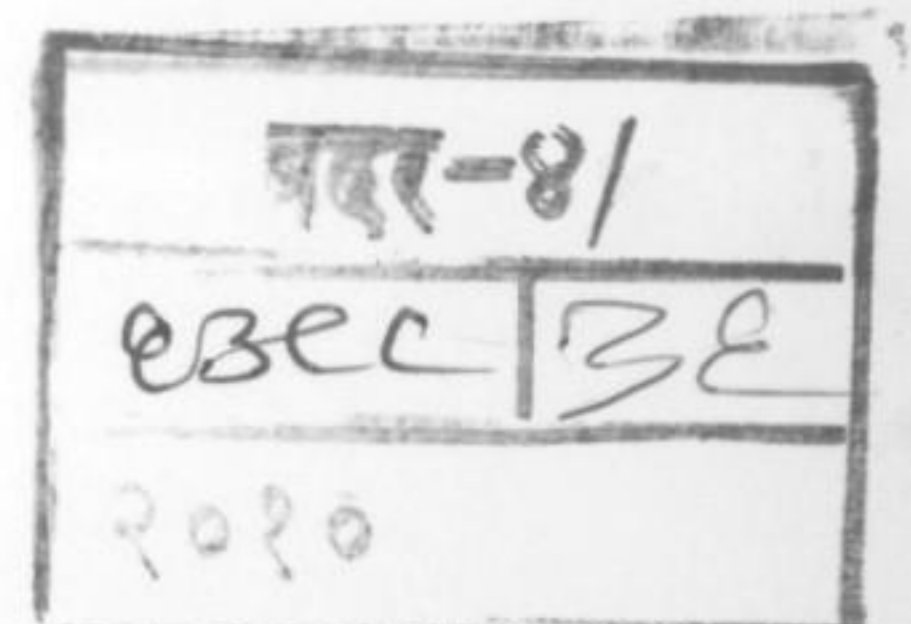
Mumbai Branch )



Rs. 3,59,71,650/-

*[Signature]*

*[Signature]*  
WE SAY RECEIVED



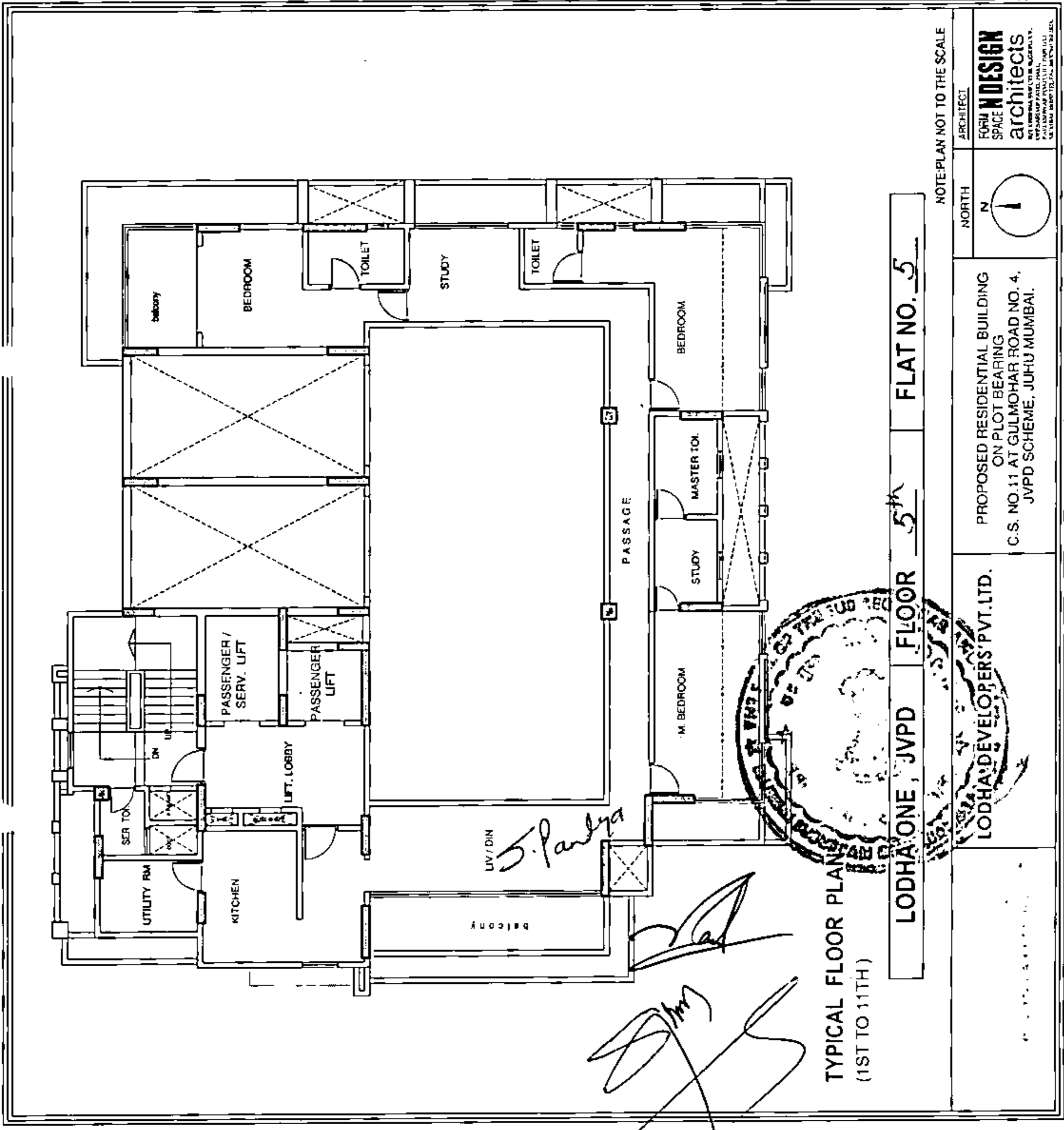
FOR M/s MAA PADMAVATI BUILD  
TECH PRIVATE LIMITED  
DIRECTOR

WITNESSES:-

1. *SK*
2. *R*




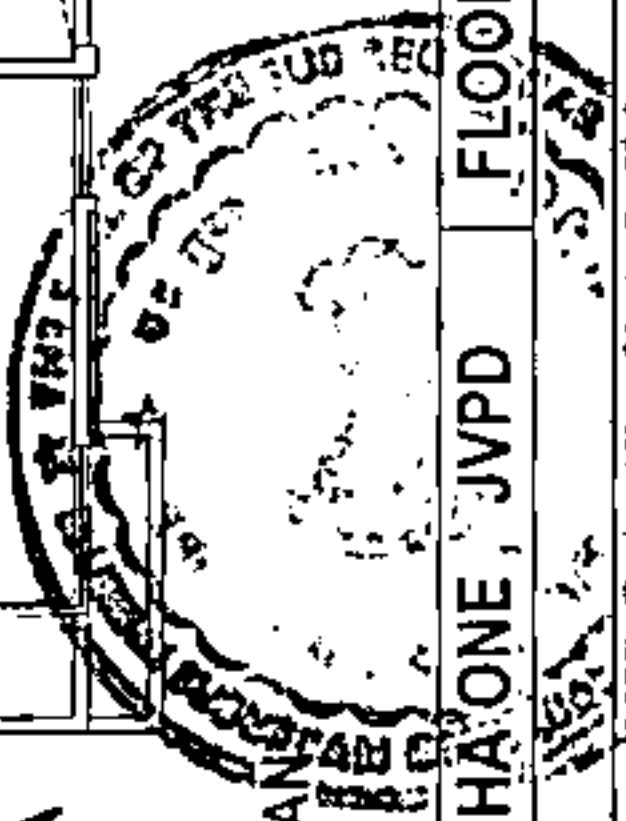
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TYPICAL FLOOR PLAN  
(1ST TO 11TH)

LODHA ONE, JVPD FLOOR 5<sup>th</sup> FLAT NO. 5

NOTE: PLAN NOT TO THE SCALE

ARCHITECT	NORTH N	PROPOSED RESIDENTIAL BUILDING ON PLOT BEARING C.S. NO.11 AT GULMOHAR ROAD NO. 4, JVPD SCHEME, JUHU MUMBAI.
 <p><b>FORUM DESIGN</b> SPACE architects</p>		 <p><b>LODHA DEVELOPERS PVT. LTD.</b></p>

*S. Parthya*

*[Handwritten signature]*

23/03/18

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MUNICIPAL CORPORATION OF GREATER MUMBAI

FORM 'A'

MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966

No. CE/299/BSH/WS/AH/AK of 28 AUG 2008  
COMMENCEMENT CERTIFICATE

Asst. Engineer Bldg. Proposal (W.D.)  
H and K - Wards  
Municipal Office, R. K. Pathar Nagar,  
Bandra (West), Mumbai-400 052

To, Maa Padmavati

Buildtech Pvt Ltd.

Sir,

With reference to your application No. 4194 dated 12/02/2008 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 of the Mumbai Municipal Corporation Act 1888 to erect a building.

To the development work of Proposed Residential Bldg. CTS No. 9A - 3/2 at premises at Street Gulmohar Cross Road No. 4 village Nile Parle No. 11 situated at J.V.P.D. Scheme Ward K - West.

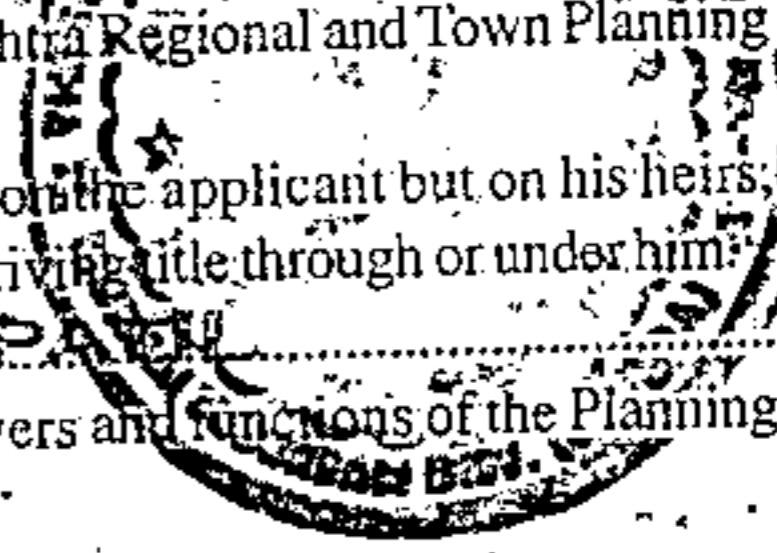
The Commencement Certificate/Building Permit is granted on the following conditions :-

1. The land vacated in 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 & 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 42 of 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. V. H. P. Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto 27 AUG 2009



his Commencement certificate is for carrying out the work upto top of basement only For and on behalf of Local Authority The Municipal Corporation of Greater Mumbai

TRUE COPY

For SP ASSOCIATES ARCHITETS ENGINEERS

Ex Assistant Eng. Building Proposals (Western Subs.) 'H & K/West' 'K/East & P' Wards FOR MUNICIPAL CORPORATION OF GREATER MUMBAI

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Annexure A

6

EC-48

This I.O.D. (C.C.) is issued subject to the provision of Urban Land Ceiling and Regulation Act, 1976

BMFP-3536-2005-15,000 Forms. (4 Pages F/B)

346

Form

88

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

Engineer Bldg. Proposal (W.S.)  
H and K - Wards  
Municipal Office, B. K. Pagar Marg,  
Sandra (West) Mumbai-400 099

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

CE / 9299 / WS / AK

No. E.B./CE/

BS/A

of 200 -200

2 APR 2008

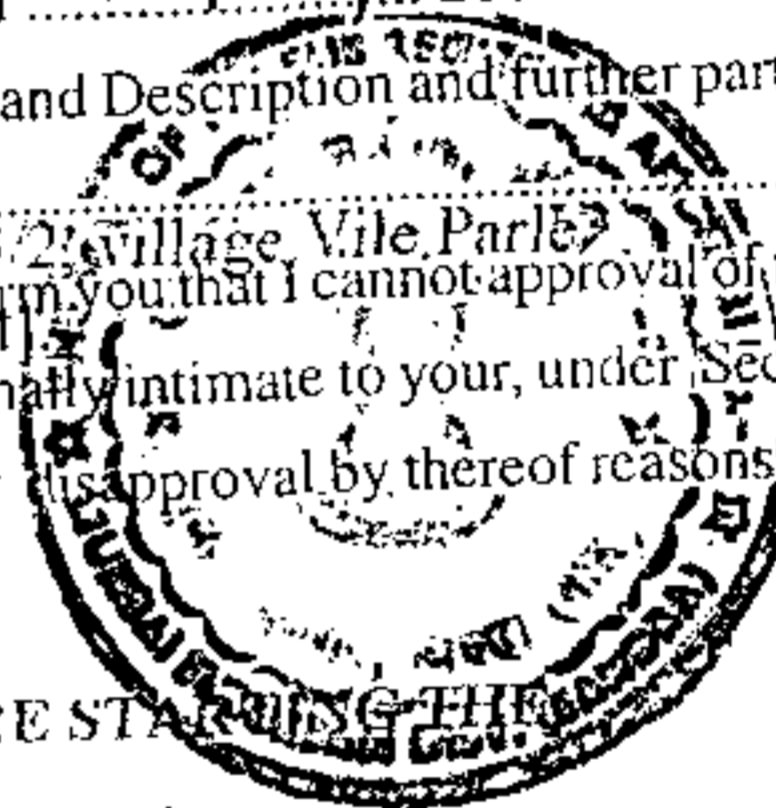
Municipal Office,

Mumbai .....200

MEMORANDUM

MAA PADMAYATI BUILDTECH PVT. LTD.

With reference to your Notice, letter No. 337 dated 12/02/2008 and delivered on ..... 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at Plot No. 11, bearing CTS No. 9A-3/2, village Vile Parle, J.V.P.D. scheme, Vile Parle (West) furnished to me under your letter, dated 200, I have to inform you that I cannot approval of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to your, under Section 346 of the Bombay Municipal Corporation Act as amended upto-date, my disapproval by thereof reasons:-



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

- 1) That the commencement certificate under section 44/69 (1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
- 2) That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding as per D.C. Regulation No.38(27) before starting the work.
- 3) That the low lying plot will not be filled upto a reduced level of atleast 92 T.H.D. or 6" above adjoining road level whichever is higher with murum, earth, boulders etc. and will not be levelled, rolled and consolidated and sloped towards road side, before starting the work.
- 4) That the specifications for layout / D.P. / or access roads / development of setback land will not be obtained from E.E.R.C.(W.S.) before starting the construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D. from E.E.R.C.(W.S.) E.E.S.W.D. of W.S. before submitting B.C.C.
- 5) That the Structural Engineer will not be appointed. Supervision memo as per appendix XI (regulation 5(5)(ix)) will not be submitted by him.
- 6) That the structural design and calculations for the proposed work and for existing building showing adequacy thereof to take up the additional load will not be submitted before C.C.

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

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

Subject to your so modifying your intention as to obviate the before mentioned objections and meet by requirements, but not otherwise you will be at liberty to proceed with the said building or work at anytime before the ..... day of ..... 2009 but not so as to contravene any of the provision of the said Act, as amended as aforesaid or any rule, regulations or bye-law made under that Act at the time In force.

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



*[Signature]*  
Executive Engineer, Building Proposals,  
Zone, K. West Wards.

### SPECIAL INSTRUCTIONS

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

(2) Under Section 68 of the Bombay Municipal Corporation Act, as amended, the Municipal Commissioner for Greater Mumbai has empowered the City Engineer to exercise, perform and discharge the powers, duties and functions conferred and imposed upon and vested in the Commissioner by Section 346 of the said Act.

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

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

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

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

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

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

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

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

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

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

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

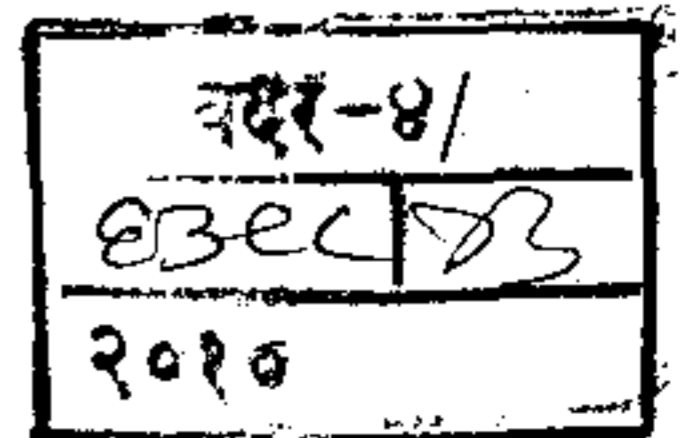
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No: CE/9299/WS/AK

Sanitation Officer, Municipal Corp.  
Gandhinagar (West), Mumbai-400 058.

- 7) That the sanitary arrangement shall not be carried out as per Municipal specifications and drainage layout will not be submitted before C.C.
- 8) That the registered undertaking and additional copy of plan shall not be submitted for agreeing to hand over the setback land free of compensation and that the setback handing over certificate will not be obtained from Asst. Commissioner [K/W] that the ownership of the setback land will not be transferred in the name of M.C.G.M. before demolition of existing building.
- 9) That the agreement with the existing tenant alongwith the list will not be submitted before C.C.
- 10) That the consent letter from the existing tenants for the proposed additions/alterations in their tenement will not be submitted before C.C.
- 11) That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents etc. and to the occupiers and an undertaking regarding no nuisance will not be submitted before C.C./starting the work.
- 12) That the existing structure proposed to be demolished will not be demolished or necessary Phase Programme with agreement will not be submitted and got approved before C.C.
- 13) That the requirements of N.O.C. of (i) Reliance Energy, (ii) S.G. (iii) P.C.O., (iv) A.A. & C. [K/W], (v) S.P. (vi) S.W.D., (vii) M.T.N.L., (viii) H.E. will not be obtained and the requisitions if any will not be complied with before occupation certificate/B.C.C.
- 14) That the basement will not comply with basement rules and regulations and registered undertaking, for not misusing the basement will not be submitted before C.C.
- 15) That the qualified/registered site supervisor through architect/structural Engineer will not be appointed before applying for C.C.
- 16) That "All Dues Clearance Certificate" related to H.E.'s dept. from the concerned A.E.W.W. [K/West ward] shall not be submitted before applying for C.C.
- 17) That the development charges as per M.R.T.P. (amendment) Act 1992 will not be paid.
- 18) That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible FSI shall not be submitted before asking for C.C.
- 19) That the N.O.C. from Society alongwith certified extract of General Body Resolution for development/additions and alterations will not be submitted before C.C.
- 20) That the requisite premium as intimated will not be paid before applying for C.C.
- 21) That the registered undertaking shall not be submitted for payment of difference in premium paid and calculated as per revised land rates.
- 22) That the C.C. shall not be asked unless payment of advance for providing treatment at construction site to prevent epidemics like Dengue, Malaria, etc. is made to the Insecticide Officer of the concerned Ward Office and provision shall be made as and when required by the Insecticide Officer for inspection of water tanks by providing safe but stable ladder, etc. and requirements as communicated by the Insecticide Office shall not be complied with.

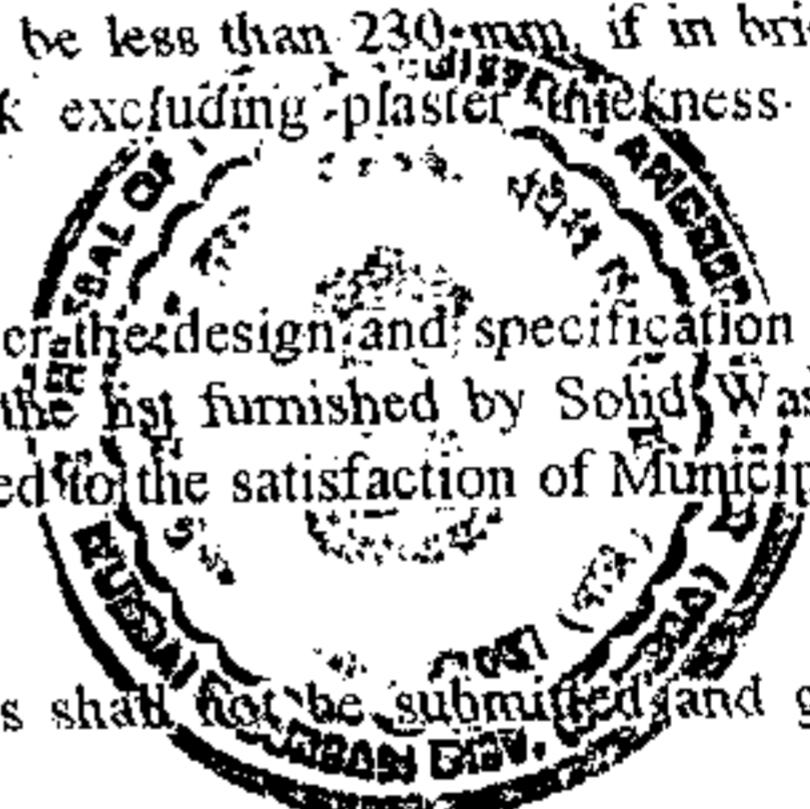




No: CE/9299/WS/AK

2 APR 2008

- 23) That the Janata Insurance Policy or policy to cover the compensation claims arising out of workman's compensation Act 1923 will not be taken out before starting the work and also will not be renewed during the construction work.
- 24) That the N.O.C. from Superintendent of Garden for tree authority shall not be submitted.
- 25) That the soil investigation will not be done and report thereof will not be submitted with structural design.
- 26) That the building will not be designed with the requirements of all relevant IS codes including IS, code 1893 for earthquake design while granting occupation certificate from Structural Engineer to that effect will be insisted.
- 27) That no main beam in R.C.C. framed structure shall not be less than 230 mm. wide. The size of the columns shall also not be governed as per the applicable I.S. Codes.
- 28) That all the cantilevers [projections] shall not be designed for five times the load as per I.S. code 1993-2002. This also includes the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
- 29) That the R.C.C. framed structures, the external walls shall be less than 230 mm. if in brick masonry or 150 mm autoclaved cellular concrete block excluding plaster thickness as circulated under No.CE/5591 of 15.4.1974.
- 30) That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 31) That the phasewise programme for removal of the debris shall not be submitted and got approved.
- 32) That the registered undertaking for water proofing of terrace and Nani traps shall not be submitted.
- 33) That the Indemnity Bond for compliance of I.O.D. conditions shall not be submitted.
- 34) That the owner/developer shall not display a board at site before starting the work giving the details such as name and address of the owner/developer, architect and structural engineer, approval no. and date of the layout and building proposal, date of issue of C.C., area of the plot, permissible built up area, built up area approved, number of floors etc.
- 35) That the design for Rain Water Harvesting System from Consultant as per Govt. notification under Sec.37(2) of MR&T.P. Act, 1966 under No.TPR-4307/396/CR-124/2007/UD-11 dt.6/6/2007 shall not be submitted.
- 36) That the sheet piling along with diaphragm wall shall not be constructed taking all the precautionary measures under the strict supervision of registered Structural Engineer before actual work of basement is taken in hand.
- 37) That the necessary remarks for training of nalla/construction of SWD will not be obtained from Dy. Ch.Eng. (SWD) City and Central Cell before plinth C.C. and compliance of said remarks will not be insisted before granting full C.C. for the building.



बदर-8/
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- 2 APR 2008

No: CE / 9299 / WS / AK  
Municipal Office, 10, Packer Marg,  
Gurgaon (West), Gurgaon-122 002

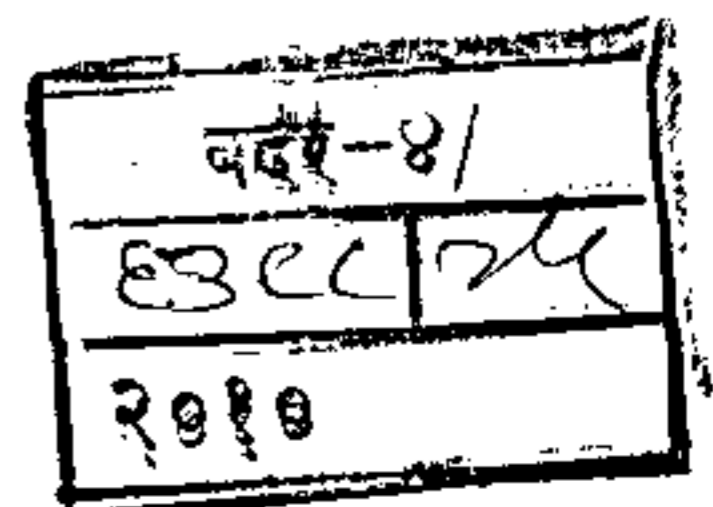
- 38) That the debris removal deposit of Rs. 45,000/- or Rs. 2/- per sq.ft. of the built up area, whichever is less will not be paid before further C.C.
- 39) That the 'Debris Management Plan' shall not be got approved from Executive Engineer [R.v.] and the conditions therein shall not be complied with.
- 40) That the N.O.C. from Collector - M.S.D. for excavation of land shall not be submitted.
- 41) That remarks / specifications regarding formation level and construction of road from the office of Dy. Chief Engineer [Roads] W.S. shall not be obtained before applying for C.C.
- 42) That the title clearance certificate shall not be submitted.
- 43) That the registered Contractor shall not be appointed.

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

1. That the notice in the form of appendix XVI of D.C.R. shall not be submitted on completion of plinth.
2. That N.O.C. from Civil Aviation department will not be obtained for the proposed height of the building.
3. That the debris shall not be transported to the respective Municipal dumping site and challan to that effect shall not be submitted to this office for record.
4. That the N.O.C. from A.A. & C. [K/West] shall not be submitted.
5. That the plinth stability certificate from R.C.C. consultant shall not be submitted.
6. That the work-start notice shall not be submitted.
7. That the design of the road crust obtained from the Road Consultant of the office of Dy. Chief Engineer [Roads] W.S. to carry out the construction of road upto sub-base level as per the design shall not be complied with before asking for C.C. beyond plinth.
8. That C.C. shall not be granted beyond plinth level unless the concerned owner / builder satisfies the competent authority that he has moved the concerned authorities / utilities for providing connection in this regard & advance connection [not commissioned] is taken as per the specifications.
9. That the testing of building material to be used on the subject work shall not be done and results of the same will not be submitted periodically.
10. That the quality control for building work / for structural work / supervision of the work shall not be done and certificate to that effect shall not be submitted periodically in proforma.

**C. GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE O.C. :-**

- 1) That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, O.H. tank etc. for Nursing home, user will not be provided and that the drainage system or the residential part of the building will not be affected.
- 2) That some of drains will not be laid internally with C.I. pipes.
- 3) That the dust bin will not be provided as per C.E.'s circular No. CE/9297/II dated 26.6.1978.

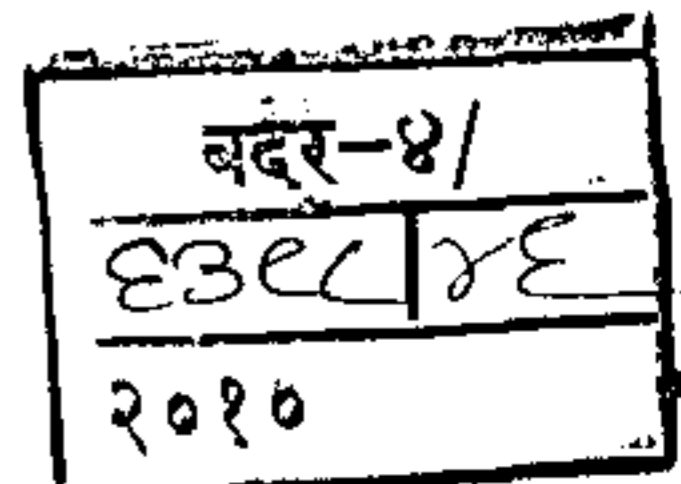
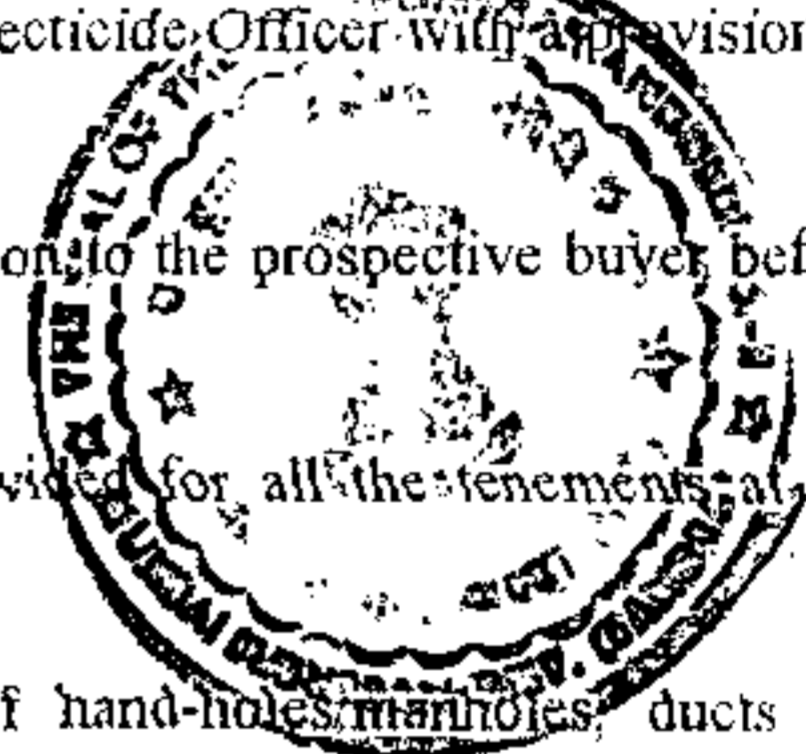


2 APR 2008

No: CE / 9299 / WS / AK

City Engineer, Municipal Corporation, W.D.,  
H and S  
Municipal Corporation, W.D.,  
Gandhi Nagar, Chandernagore

- 4) That the surface drainage arrangement will not be made in consultation with E.E.(S.W.D.) or as per his remarks and a completion certificate will not be obtained and submitted before applying for occupation certificate/B.C.C.
- 5) That the 10' wide paved pathway upto staircase will not be provided.
- 6) That the surrounding open spaces, parking spaces and terrace will not be kept open and unbuilt upon; and will not be levelled and developed before requesting to grant permission to occupy the bldg. or submitting the B.C.C. whichever is earlier.
- 7) That the name plate/board showing plot no., name of the bldg. etc. shall not be displayed at a prominent place before O.C.C./B.C.C.
- 8) That the carriage entrance will not be provided before starting the work.
- 9) That the parking spaces will not be provided as per D.C.R. No.36.
- 10) That B.C.C. will not be obtained and IOD and debris deposit etc. will not be claimed for refund within a period of six years from the date of occupation.
- 11) That every part of the building constructed and more particularly overhead water tank will not be provided with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder.
- 12) That the owner/developer will not hand over the possession to the prospective buyer before obtaining occupation permission.
- 13) That the letter box of appropriate size shall not be provided for all the tenements at the ground floor.
- 14) That the infrastructural works such as construction of hand-holes/manholes, ducts for underground cables, concealed wiring inside the flats/rooms, room/space for telecom installations etc. required for providing telecom services shall not be provided.
- 15) That the regulation No.45 and 46 of D.C. Reg. 1991 shall not be complied with.
- 16) That the provisions of Rain Water Harvesting as per the design prepared by approved consultants in the field shall not be made to the satisfaction of Municipal Commissioner while developing plots having area more than 300 Sq.Mts. as per Govt. notification under Sec.37[2] of M.R.T.P. Act, 1966.
- 17) That the requisition from fire safety point of view as per D.C.R.93 shall not be complied with.
- 18) That the Vermiculture bins for disposal of wet waste as per the design and specification of Organisations/individuals specialized in this field, as per the list furnished by Solid Waste Management Department of M.C.G.M. shall not be provided to the satisfaction of Municipal Commissioner.
- 19) That the Drainage Completion Certificate shall not be submitted.
- 20) That the Lift Inspector's completion certificate shall not be submitted.
- 21) That the structural stability certificate shall not be submitted.
- 22) That the Site Supervisor's completion certificate shall not be submitted.



No: CE / 9299 / WS / AK

- 2 APR 2008

Asst. Engineer (Bldg. Proposal) [W.B.,  
N and K - 11/11/11  
Municipal Office, In. Pacher Marg  
Coada (West), Mumbai-400 050

- 23) That the smoke test certificate shall not be submitted.
- 24) That the water proofing certificate shall not be submitted.
- 25) That the setback area shall not be transferred in the name of M.C.G.M.
- 26) That the P.R.Card for amalgamated plots in the name of applicant shall not be submitted.
- 27) That the N.A. order shall not be submitted.
- 28) That the final completion certificate from C.F.O. shall not be submitted.
- 29) That the N.O.C. from A.A. & C. [K/West] shall not be submitted.
- 30) That the completion certificate for Rain/Water Harvesting System from Consultant shall not be submitted.
- 31) That the construction of road including S.W.Drain and footpath, providing central dividers, lane marking and providing street furniture and obtain completion certificate from [Roads] W.S. shall not be submitted before applying for occupation.
- 32) That the payment towards the difference in pro-rata cost of C.C. road and asphalt road for road width of 18.30 mtrs. and above shall not be made in the office of Dy. Chief Engineer [Roads] before applying for occupation.



D) CONDITIONS TO BE COMPLIED WITH BEFORE B.C.C. :-

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

*[Signature]*  
EX. ENGR. BLDG PROPOSAL  
(W. 3.) K/EAST/WEST WARDS

AC

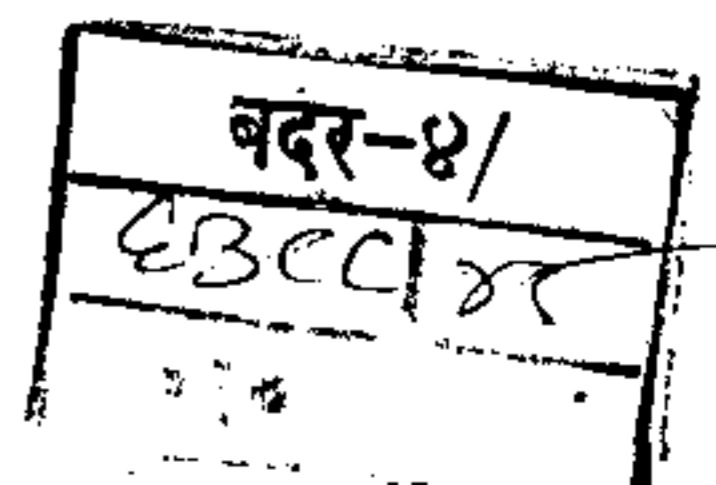
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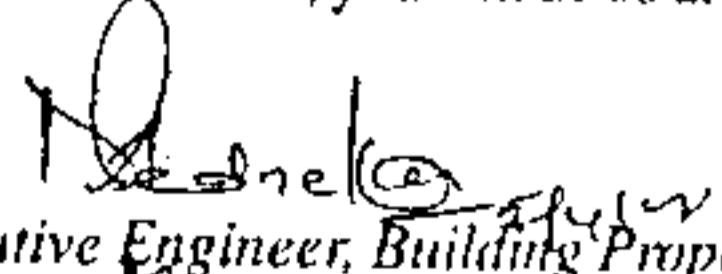
- (1) The work should not be started unless objections A are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the hoarding is constructed and application made to the Ward Officer with the required deposit for the construction of carriage entrance, over the road side drain.
- (6) The owners shall intimate the Hydraulic Engineer or his representative in Wards atleast 15 days prior to the date of which the proposed construction work is taken in hand that the water existing in the compound will be utilised for their construction works and they will not use any Municipal Water for construction purposes. Failing this, it will be presume that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The hoarding or screen wall for supporting the depots of building materials shall be constructed before starting any work even though no materials may be expected to be stabled in front of the property. The scaffoldings, bricks metal, sand preps debris, etc. should not be deposited over footpaths of public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (8) The work should not be started unless the manner in obviating all the objection is approved by this department.
- (9) No work should be started unless the structural design is approved.
- (10) The work above plinth should not be started before the same is shown to this office Sub-Engineer concerned and acknowledgement obtained from him regarding correctness of the open spaces & dimension.
- (11) The application for sewer street connections, if necessary, should be made simultaneously with commencement of the work as the Municipal Corporation will require time to consider alternative site to avoid the excavation of the road an footpath.
- (12) All the terms and conditions of the approved layout/sub-division under No. \_\_\_\_\_ of \_\_\_\_\_ should be adhered to and complied with.
- (13) No Building/Drainage Completion Certificate will be accepted non water connection granted (except for the construction purposes) unless road is constructed to the satisfaction of the Municipal Commissioner as per the provision of Section 345 of the Bombay Municipal Corporation Act and as per the terms and conditions for sanction to the layout.
- (14) Recreation ground or amenity open space should be developed before submission of Building Completion Certificate.
- (15) The acces road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (16) Flow of water through adjoining holding or culvert, if any should be maintained unobstructed.
- (17) The surrounding open spaces around the building should be consolidated in Concrete having broke glass pieces at the rate of 125 cubic meters per 10 sq. meters below payment.
- (18) The compound wall or fencing should be constructed clear of the road widening line with foundation below level of bottom of road side drain without obstructing flow of rain water from adjoining holding before starting the work to prove the owner's holding.
- (19) No work should be started unless the existing structures proposed to be demolished are demolished.

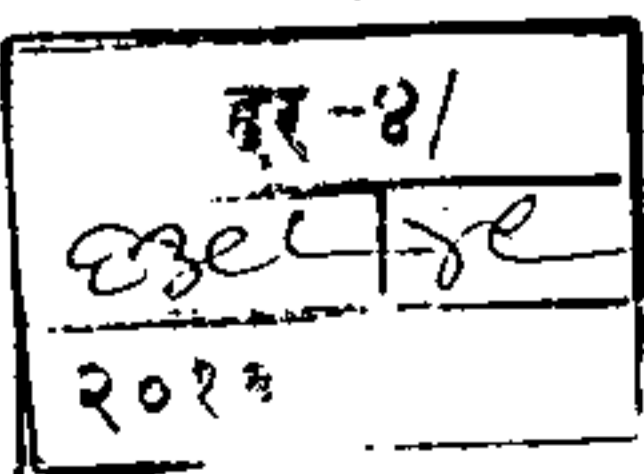




- (20) This Intimation of Disapproval is given exclusively for the purpose of enabling you to proceed further with the arrangements of obtaining No Objection Certificate from the Housing commissioner under Section 13(h)(H) of the Rent Act and in the event of your proceeding with the work either without an intimation about commencing the work under Section 347 (1) (aa) or your starting the work without removing the structures proposed to be removed the act shall be taken as a severe breach of the conditions under which this Intimation of Disapproval is issued and the sanction shall be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following:-
- Specific plans in respect of evicting or rehousing the existing tenants on hour stating their number and the area in occupation of each.
  - Specifically signed agreement between you and the existing tenants that they are willing to avail or the alternative accommodation in the proposed structure at standard rent.
  - Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from sides should be done first before starting the work.
- (23) In case of additional floor no work should be start or during monsoon which will same arise water leakage and consequent nuisance to the tenants staying on the floor below.
- (24) the bottom of the over hand storage work above the finished level of the terrace shall not be more than 1 metre
- (25) The work should not be started above first floor level unless the No Objection Certificate from the Civil Aviation Authorities, where necessary is obtained.
- (26) It is to be understood that the foundations must be excavated down to hard soil.
- (27) The positions of the nahans and other appurtenances in the building should be so arranged as not to necessitate the laying of drains inside the building.
- (28) The water arrangement must be carried out in strict accordance with the Municipal requirements.
- (29) No new well, tank, pond, cistern or fountain shall be dug or constructed without the previous permission in writing of the Municipal Commissioner for Greater Mumbai, as required in Section 381-A of the Municipal Corporation Act.
- (30) All gully traps and open channel drains shall be provided with right fitting mosquito proof covers made of wrought iron plates or hinges. The manholes of all jisterns shall be covered with a properly fitting mosquito proof hinged cast iron cap over in one piece, with locking arrangement provided with a bolt and huge screwed on highly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden mari rose) with copper pipes with perfictions each not exceeding 1.5 mm. in diameter the cistern shall be made easily, safely and permanently a ceasible by providing a firmly fixed iron ladder, the upper ends of the ladder should be earmarked and extended 40 cms. above the top where they are to be fixed and its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) (a) Louvres should be provided as required by Bye-law No. 3 (b).  
 (b) Lintels or Arches should be provided over Door and Window opening.  
 (c) The drains should be laid as require under Section 234-1 (a).  
 (d) The inspection chamber should be plastered inside and outside.
- (33) If the proposed additional is intended to be carried out on old foundations and structures, you will do so at your own risk.

COPY TO ARCHITECT OWNER

for   
 Executive Engineer, Building Proposals  
 Zones K, W, O, T Wards.



Annexure B

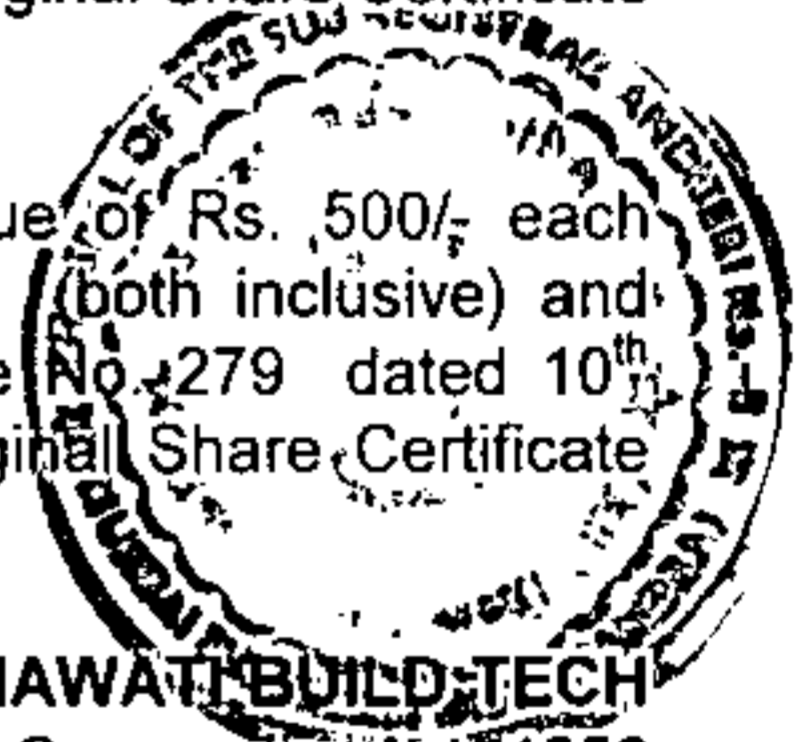
**Pradip Garach**  
Advocate  
High Court, Bombay

6, Roz-a-Rio Apartments,  
L. B. S. Road, Kamani,  
Kurla (West), Mumbai - 400 070  
Phone : 6500 5157

### REPORT ON TITLE

Sub: ALL THAT PIECES AND PARCELS of the sub divided Plot bearing No.11 situated at Gulmohar Cross Road No.4, JVPD Scheme, Juhu, Mumbai-400 057 bearing City Survey No. 9A-312 in the Revenue Village of Vile Parle (West), Taluka Andheri, within the limits of Greater Mumbai in the District and registration Sub District of Mumbai City and Mumbai Suburban admeasuring 852.08 sq.mtrs or thereabouts alongwith the fully tenanted residential building known as "Moti Hira Apartment " together with

- i) 5 fully paid up shares of the value of Rs. 100/- each distinctively numbered 146 to 150 (both inclusive) and entered in Duplicate Share Certificate No. 243 dated 25<sup>th</sup> May, 1948 (issued in lieu of Original Share Certificate No.30),
- ii) 5 fully paid up shares of the value of Rs. 500/- each Distinctively numbered 150 to 154 (both inclusive) and entered in Duplicate Share Certificate No. 278 dated 30<sup>th</sup> December, 1948 (issued in lieu of Original Share Certificate No.30 ) &
- iii) 15 fully paid up shares of the value of Rs. 500/- each Distinctively numbered 1190 to 1204 (both inclusive) and entered in Duplicate Share Certificate No. 279 dated 10<sup>th</sup> August, 1953 (issued in lieu of Original Share Certificate No.245)



1. I am concerned for my clients the M/s MAA PADMAWATI BUILD TECH PVT. LTD. a private limited company registered under the Companies Act, 1956 and having its registered office at 412, Vardhman Chambers, Kawasji Patel Street, Fort Mumbai-400 001.

2. My clients have produced before me originals of the various share certificates, documents, orders for my perusal and inspection, I have to state as follows:

3. One Greater Bombay Co-operative Housing Society Ltd. has been incorporated and registered bearing registration no. B-384 under Bombay Societies Registration Act, 1925 and presently having its registered office at

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**Radip Garach**  
Advocate  
High Court, Bombay

6, Roz-a-Rio Apartments,  
L. B. S. Road, Kamani,  
Kurla (West), Mumbai - 400 070  
Phone : 6500 5157

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Leela Nivas, Gulmohar Cross Road No. 5, JVPD Scheme Mumbai (hereinafter referred to as "the said society")

4. By an Indenture dated 31<sup>st</sup> December, 1958 executed by the Bombay Housing Board in favour of the said society, the said society had acquired from Bombay Housing Board ALL THAT pieces and parcels of plot of land admeasuring land admeasuring 24899 sq. yards lying being and situated at Gulmohar Cross Road No.4, JVPD Scheme, Juhu, Mumbai-400 057 in the Revenue village of Vile Parle (West), Taluka Andheri, within the limits of Greater Mumbai in the District and registration Sub District of Mumbai City and Mumbai suburban ( hereinafter referred to as "the said land") for consideration on the terms covenants and conditions stated therein

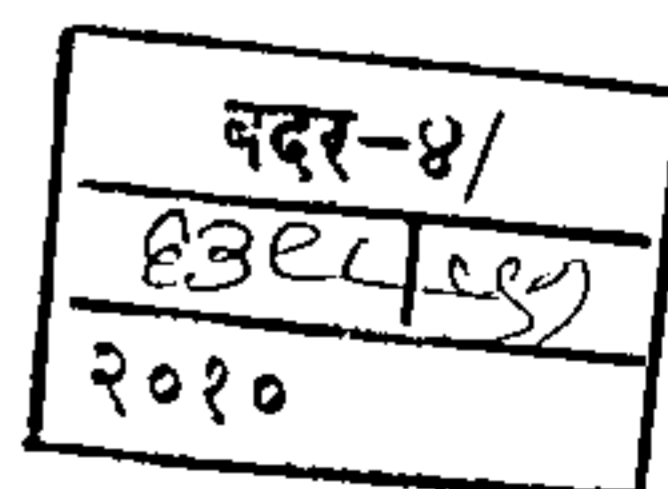
5. Subsequently, the said society had sub-divided the said land into several plots to be allotted to its members.

6. One Mr. Hira Moti Deumal was a member of said society and as such originally issued and allotted 5 (five) shares fully paid up "A" shares of Rs. 100/- each bearing distinctive nos. 146 to 150 and entered on Share Certificate No.243 dated 25th May, 1948 in the share capital of the said society. Thereafter, the said society had further issued and allotted 5 (five) shares fully paid up "B" shares of Rs. 500/- each bearing distinctive nos 150 to 154 and entered on Share Certificate No.278 dated 30<sup>th</sup> December, 1948 in the share capital of the said society. Subsequently, the said society once again issued and allotted 15 (fifteen) shares fully paid up of 500/- each bearing distinctive nos. 1190 to 1204 and entered on Share Certificate No.279 dated 10th August, 1953 in the share capital of the said society (hereinafter referred for the sake of brevity the said shares are collectively referred to as the said "the said shares").

7. As a result of being member of the said Society and holding the said shares the said Hira Moti Deumal was allotted a plot no. 11 admeasuring 852.8 situated at Gulmohar Cross Road No.4, JVPD Scheme, Juhu, Mumbai-400 057, bearing City Survey No. 9A-3/2 in Revenue Village of Virle Parle West, Taluka Andheri in Mumbai Suburban District forming a part of the said Land.

8. In or about year 1971 -1972 the said Hira Moti Deumal original member and allottee of the said shares and said plot had donated as and by way of gift said shares and said plot to Thadhomal Mushrakram and Jyotsingh Thadomal Sahahani Trust a Public Charitable Trust registered under No. P.T.R. No. E-1590(BOM) of Mumbai Region under Bombay Public Trust Act 1950 (hereinafter referred to as the said trust )

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9. Pursuant thereto, the Society had duly transferred in and to the name of the said Trust the said shares under Entry No.108 and the said plot .

10. Simultaneously, by an another Agreement dated 25<sup>th</sup> February, 1972 entered into and executed by the said Society of the One Part with the said Trust of the Other part where under the said Society had allotted the said Plot to the said Trust on the terms and condition stated therein. Thereupon the Society had handed over to the said Trust physical, vacant, quiet and peaceful possession of the said plot.

11. The said Trust had constructed a building containing several flats on the said plot being known as Moti Hira Apartment in accordance with the approved plans design and specification as sanction by MCGB. The said flats were let out to the various tenants and occupants thereof on the basis of monthly tenancy at respective rentals thereof.

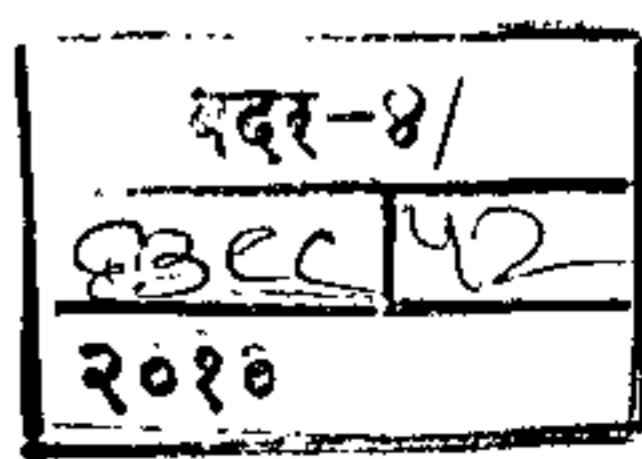
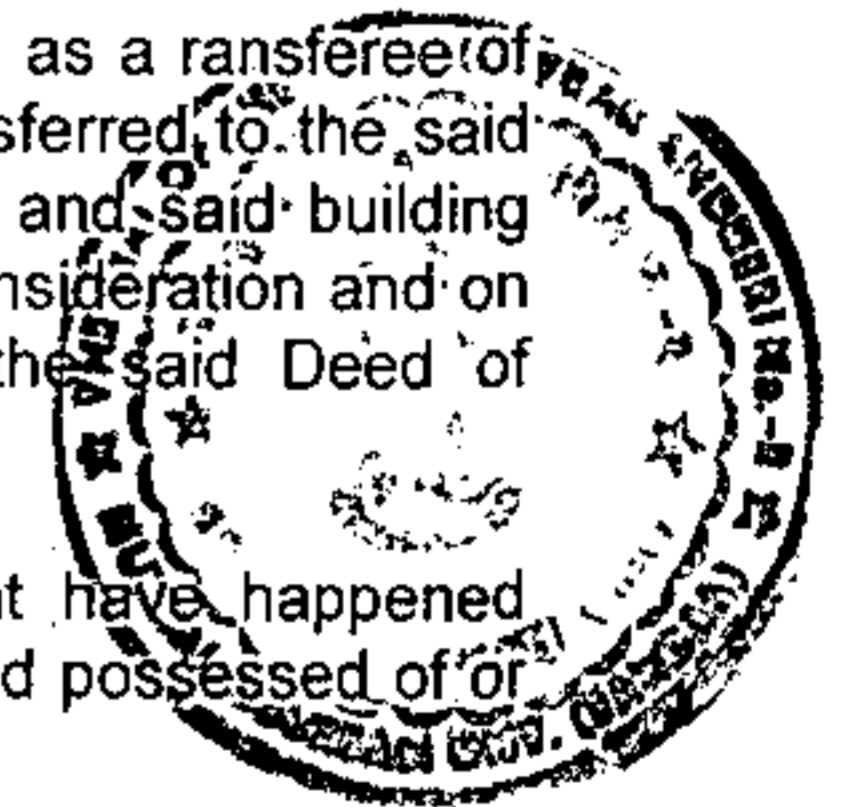
12. The said trust had made an Application bearing no. J-4/58/2007 under provision of section 36(1) (a) under the Bombay Public Trust Act, 1950 before the Charity Commissioner Maharashtra State Mumbai to deal with the said shares and said plots

13. Pursuant to the order dated 30<sup>th</sup> July, 2007 passed by Charity Commissioner, by and under Deed of Transfer dated 12<sup>th</sup> September, 2007 executed Thadhomal Mustakram and Jotsingh Thadhomal Shahani Trust as a Transferor of one part in favour of Vaswani Projects Pvt. Ltd. as a transferee of other part. The said Trust sold, granted, conveyed and transferred to the said Company all their right, title and interest in the said shares and said building subject to tenancies and occupancies thereof for valuable consideration and on terms, covenant and conditions stated therein. However, the said Deed of Transfer dated

14. In circumstance and for the reasons and events that have happened aforesaid, the said Vaswani Projects Pvt. Ltd. were seized and possessed of or otherwise well and sufficiently entitled to ALL THAT

- i) Five) fully paid up shares of Rs. 100/- each bearing distinctive nos. 146 to 150 and entered on Share Certificate No.243 dated 25th May, 1948 in the share capital of the said society and also
- ii) Five fully paid up shares of Rs. 500/- each bearing distinctive nos 150 to 154 and entered on Share Certificate No.278 dated 30<sup>th</sup> December, 1948 in the share capital of the said society.

*sh*



**Pradip Garach**  
Advocate  
High Court, Bombay

6, Roz-a-Rio Apartments,  
L. B. S. Road, Kamani,  
Kurla (West), Mumbai - 400 070  
Phone : 6500 5157

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- iii) Fifteen fully paid up shares of 500/- each bearing distinctive nos 1190 to 1204 and entered on Share Certificate No.279 dated 10th August, 1953 in the share capital of the said society being referred as the said shares hereto
- iv) plot no. 11 admeasuring 852.8 situated at Gulmohar Cross Road No.4, JVPD Scheme, Juhu, Mumbai-400 057 bearing City Survey No. 9A-3/2 in Revenue Village of Virle Parle West, Taluka Andheri in Mumbai Suburban District forming a part of the said Land in the Estate of the Greater Bombay Co-operative Housing Society Ltd., situated off N S Road no 5, JVPD Scheme Mumbai 400 056 and together with his share, right, title and interest in the Deposit, Sinking Fund and other Funds/Deposits of the Society.

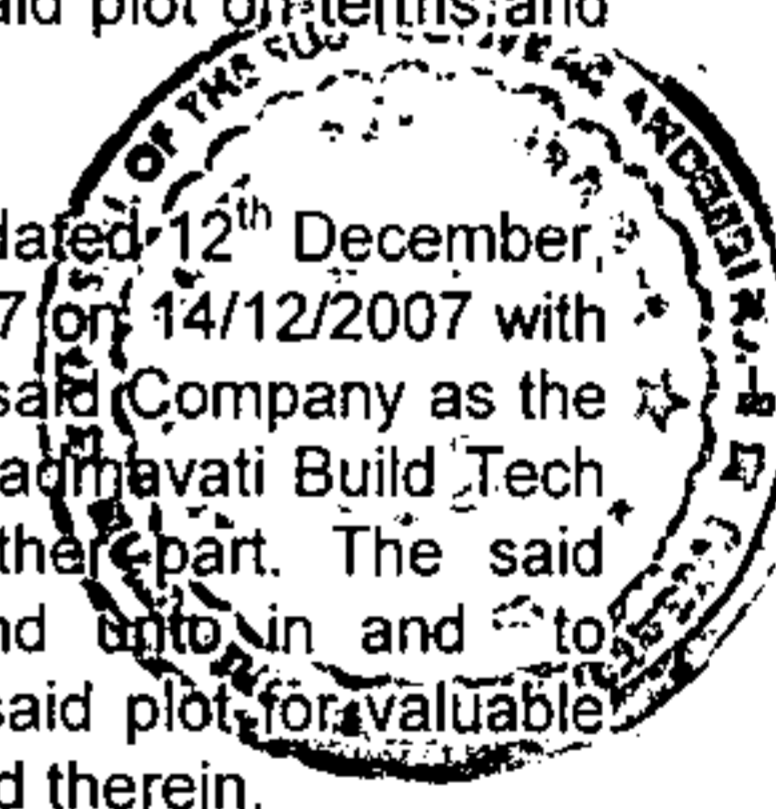
( the said share, the said plot and said building all of which are for the sake of brevity hereinafter collectively referred to "the said premises")

15. By Agreement for Transfer & Assignment dated 15<sup>th</sup> October, 2007 executed by the said Company as the Transferor/Assignor/Seller of the one part in favour of MAA Padmavati Build Tech Pvt. Ltd. as Transferee/Assignee/Purchaser of the other part and registered under no. 009387 of 2007 dated 15/10/2007 with the Sub-Registrar of Andheri No.4 the said Transferor/Assignor/Seller had agreed to sell, transfer and assign in and to Transferee/Assignee/Purchaser the said shares and the said plot on terms and conditions stated therein.

16. Pursuant thereto by Deed of Transfer & Assignment dated 12<sup>th</sup> December, 2007 executed and registered under no.BDR 11389 of 2007 on 14/12/2007 with The Sub-Registrar of Assurance Andheri 4 Bandra by the said Company as the Transferor/Assignor/Seller of one part in favour of MAA Padmavati Build Tech Pvt. Ltd. as a Transferee/Assignee/Purchaser of the other part. The said Company sold, transferred assigned and assured to and into in and to Transferee/Assignee/Purchaser the said shares and the said plot for valuable consideration and on terms, covenants and conditions stated therein.

17. Consequently, the said shares now duly transferred and endorsed in and to the name of my clients on 20/11/2007 vis and vis the said plot accordingly.

18 I have considered and examined the title of my clients to the said shares and said plot more particularly described in the Schedule hereunder written by 1) perusing the original of the said shares, documents and other relevant title deeds



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**Pradip Garach**  
Advocate  
High Court, Bombay

6, Roz-a-Rio Apartments,  
L. B. S. Road, Kamani,  
Kurla (West), Mumbai - 400 070  
Phone : 6500 5157

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that were made available to me for my perusal and ii) gathered necessary information and explanations in this behalf from my clients and based on that I found no documents, which will affect the title of the my clients to the said shares and said plot.

19. Subject to what is stated herein above, in my view, the title of the MAA Padmavati Build Tech Pvt. Ltd. to the said plot is clear and marketable and free from encumbrances.

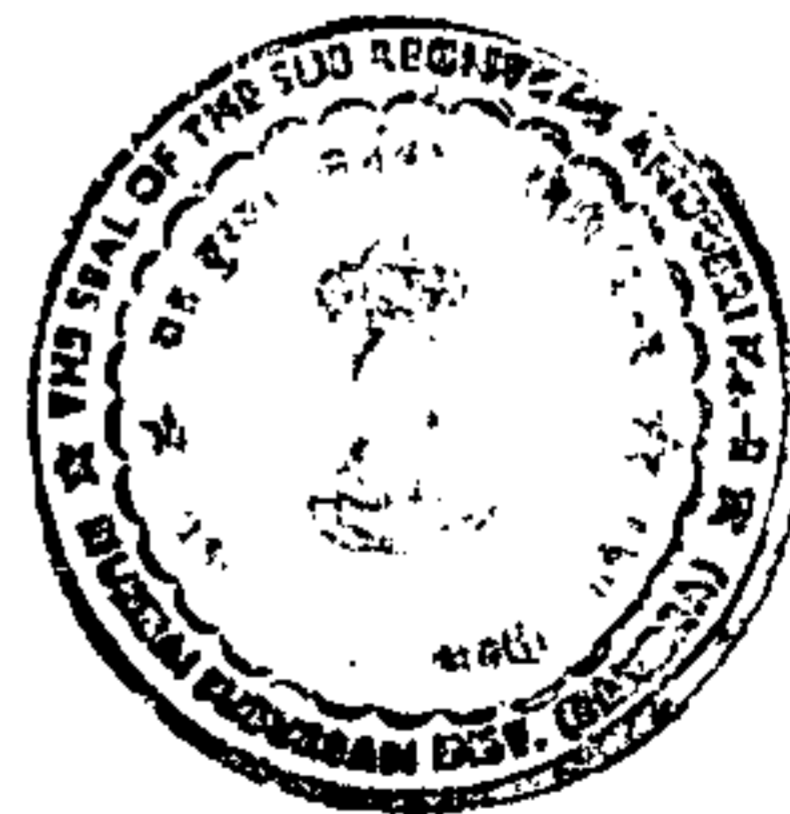
**THE SCHEDULE ABOVE REFERRED TO**

ALL THAT PIECE AND PARCEL of the sub divided Plot bearing No.11 situated at Gulmohar Cross Road No.4, JVPD Scheme, Juhu, Mumbai-400 057 bearing City Survey No. 9A-312 in the Revenue Village of Vile Parle (West), Taluka Andheri, within the limits of Greater Mumbai in the District and registration Sub District of Mumbai City and Mumbai Suburban admeasuring 852.08 sq.mtrs or thereabouts alongwith the fully tenanted residential building known as "Moti Hira Apartment " together with said shares

Dated this 25<sup>th</sup> day of November 2007



Pradip Garach  
Advocate High Court Bombay



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Annexure 'C'

मालमत्ता पत्रक

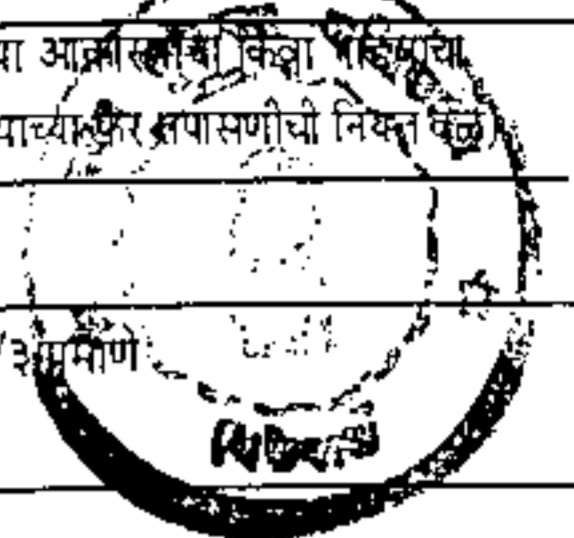
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विभाग/मोजे -- विलेपार्ले(प)

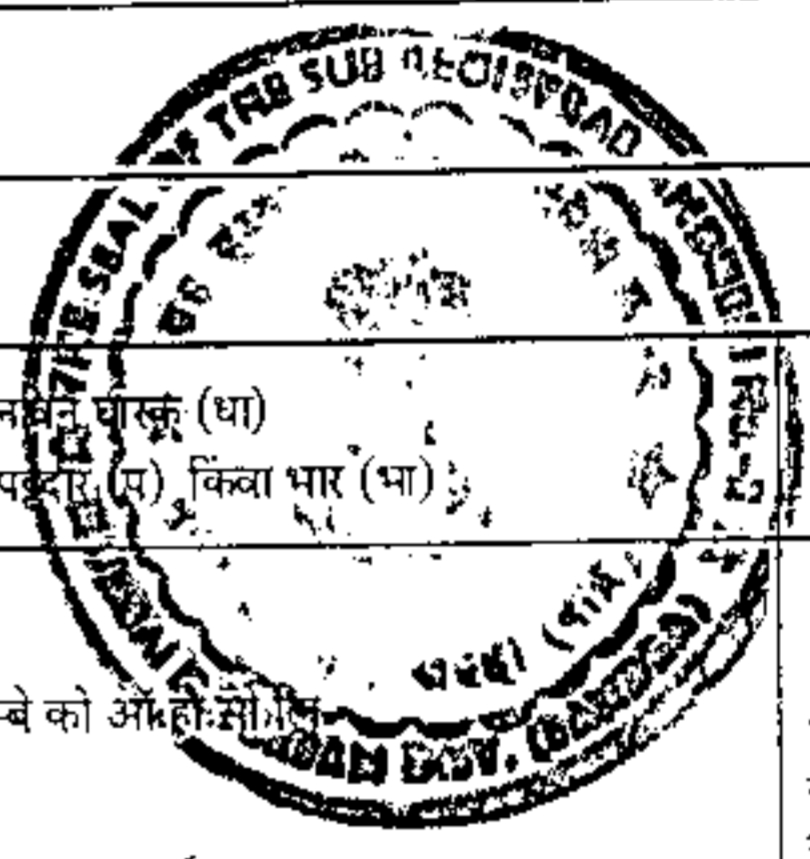
तालुका/न.भू.मा.का. -- न.भू.अ.विलेपार्ले

जिल्हा -- मुंबई उपनगर जिल्हा

नगर भूगणन क्रमांक, व. प्लॉ. नं.	शिट नंबर	प्लॉट नंबर	क्षेत्र चौ.मी.	धारणाधिकार	शासनाला दिलेल्या आदेशाच्या किंवा तपशील आणि त्याच्यावर तपासणीची नियत किंवा
११३/२	१३३/२		चौ.मी. ८५२.८	CI	न.भू.क्र.९अ/३एमिणे



सुविधाधिकार	--
हक्काचा मुळ धारक वर्ष	--
पट्टेदार	--
इतर भार	--
दर शीरे	--



क्र	व्यवहार	खंड क्रमांक	नवीन घासू (धा) पट्टेदार (म) किंवा भार (भा)	साक्षात्कृत
१४/२०/१९८५	मा.अप्पर उप. जि.अ.मुंबई उ कडिल आदेश क्र.ADC/LND/E/ १०८० दि.२७.९.८५ अन्वये नवीन पोर्टहिस्सा पडला	S.I	(H) प्रेटर बॉम्बे को ऑफिसी	सही - १९८५-२०-२९ न.भू.अ. क्र.९मुंबई Cm

तपासणी करणारा -

खरी नकल -

न.भू.अ.विलेपार्ले  
मुंबई उपनगर जिल्हा

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सत्य-प्रतिलिपी

नगर सहायक अधिकारी विलेपार्ले

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Annexure 'E'  
16

**OFFICE OF THE**  
**Collector, Mumbai Suburban District**

Administrative Building, 10<sup>th</sup> floor, Government Colony, Bandra(E.) Mumbai - 400 051

No. C/Desk - III-C/LND/NAP/SRA 1444

Date : 09/07/2008.

READ :-

- 1) Application dated 9/4/08 from Shri Mangal Prabhat Lodha, Director of M/s. Maa Padmavati Build Tech Pvt. Ltd.
- 2) I.O.D. No. CE/9299/WS/AK dt. 2/4/08 from Executive Engineer, Building proposals, H & K/ E, ward Municipal Corporation of Greater Mumbai.

ORDER :

Land bearing, Plot No.11, C.T.S. No 9A 3/2 of village- Vileparle (W) Taluka Andheri Mumbai Suburban District, belongs to

M/s. Maa Padmavati Build Tech. Pvt. Ltd. (As per Registered Conveyance No. बंदर-१३८७/०७ दिनांक १५/१०/०७)

The owners has applied for grant of Non Agricultural permission in respect of the above land for Residential purpose.

The building plans have been approved by the Greater Mumbai Municipal Corporation vide their IOD letter No CE/9299/WS/AK dt. 2/4/08. The above lands are presently held for agricultural purpose.

In exercise of the powers delegated under section 44(i) of the Maharashtra Land Revenue Code, 1966. I, the Collector M.S.D. do hereby grant the Non Agricultural Permission to M/s. Maa Padmavati Build Tech. Pvt. Ltd. to use the land specified in the schedule appended hereto, as per the plans approved by the Greater Mumbai Municipal Corporation subject to the following conditions :-

1. that the grant of permission shall be subject to the provisions of the Code & Rules made there under,
2. that the grantee shall use the land together with the building or structure thereon, only for the purpose for which the land is permitted to be used and shall not use it or any part of the land or building thereon for any other purpose, without obtaining the previous written permission to that effect from this office.
3. that the grantee shall construct the building according to the plans approved by the Greater Mumbai Municipal Corporation.
4. that the grantee shall not sub-divide the plot or sub-plot, if any, approved in this order, without getting the sub-divisions previously approved by the Collector, Mumbai Suburban District.
5. that the grantee shall pay the Non-Agricultural assessment in respect of the above land @ Rs.1950/- per 100 Sq.mtrs p.a. for Residential Purpose The N.A. assessment for the year 2007- 2008 comes @ Rs. 16,630/-.

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6. that the present N.A. rates mentioned in condition No. 5 above, is guaranteed up to 31st July 2011 and will be revised thereafter for further guarantee period.
7. As mentioned in condition No. 6 above, the grantee shall be liable to pay the amount of difference due to revision and fixation of standard rates of N. A. Assessments
8. that the grantee shall pay the conversion tax as per the schedule, which is equal to five times of N. A. assessment, within 30 days from the date of issue of this order, failing which the N. A. Permission shall be liable to be cancelled.
9. that the grantee shall pay the measurement fees to the concerned C.T.S. Officer immediately.
10. that the area and assessment mentioned in this order and Sanad shall be liable to be altered in accordance with the actual area found on measuring the land by the concerned City Survey Officer, Mumbai Suburban District.
11. that the grantee shall construct substantial building and/or other structure, if any, as per the approved plans of G.M.M.C on the land within a period of three years from the date of commencement of the N.A. use of the land. This period may be extended by this office in discretion on payment by the grantee such fine/premium as may be imposed as per the Government orders in force from time to time.
12. that the grantee shall be bound to execute a Sanad in the form prescribed and as provided in Schedule VI appended to Maharashtra Land Revenue (Conversion of use of land & N.A. Assessment) Rules, 1969 embodying therein all conditions of this order, whenever called upon to do so.
13. that if the grantee contravene any of the conditions mentioned in this order and those in the Sanad, the Collector may, without prejudice to any other penalty to which he may be liable under the provisions of the Code, continue the said land/plot in the occupation of the grantee on payment of such fine and assessment as the Collector may direct.
14. that notwithstanding anything contained in condition 13 above, it shall be lawful for the Collector, Mumbai Suburban District, to direct the removal or alteration of any building or structure erected or used contrary to the provisions of this grant within such time as specified in that behalf by him, and if no such removal or alteration not being carried out within the specified time, he may cause the same to be carried out and recover the cost thereof from the grantee as an arrears of Land Revenue.
15. that the grant of this permission is subject to the provisions of any other laws and Rules for the time being in force and that may be applicable to the relevant other fact of the case i.e. the Urban Land (Ceiling and Regulation) Act-1976, Coastal regulations Zone Development Control Rules, 1991 etc.,
16. that the grantee shall plant 9 trees, before the completion of the building on this land and he shall take adequate care of their proper and healthy growth.
17. that the set back area and its' N. A. Assessment if any will be reduced after handing over its possession to the Greater Mumbai Municipal Corporation and also on receiving an intimation from Municipal Corporation to that effect.
18. That the grantee shall obtain prior permission for excavation & shall pay royalty to Government as per rules.
19. that the earlier N.A. Permission granted by the - under No.- be treated as cancelled from the date of implementation of this order.
20. this permission is granted at the risk of applicant/Power of Attorney Holder Occupant regarding Title of the land.
21. this permission is granted presuming that the papers /documents submitted by applicant are genuine and for any dispute arising out of document submitted, the applicant/power of attorney holder will be held responsible.
22. This order N.A.A. is only for fiscal purposes and realisation of N.A. Assessment as land has been put to non agricultural use.



23. This order is issued subject to protection of rights, if any dispute or Court matter pending if any.

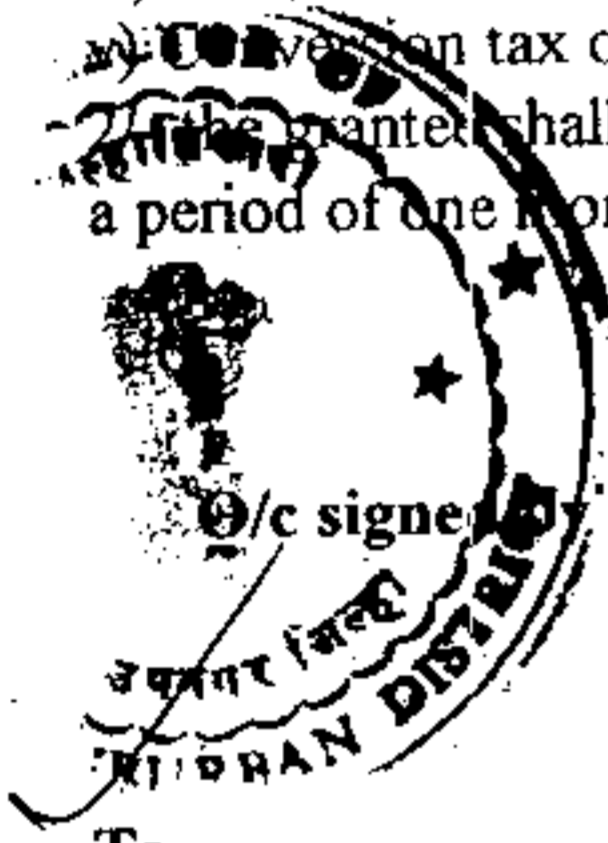
SCHEDULE

Name of the Holder :- M/s. Maa Padmavati Build Tech.Pvt.Ltd. .  
Village :- Vilepar e (W), Taluka -Andheri District:- M.S.D.  
C.T.S.No. 9A 3/2 :

- i) Area in sq.mtrs.Nil purpose Commercial.
- ii) Area in sq.mtrs 852.80 purpose Residential.
- iii) Amount of annual N.A.Assessment Rs. 16,630/-
- iv) Period from Revenue Year 2007- 2008

v) Conversion tax of Rs. 83,150/- to be paid within a month

The holder shall pay total amount of Rs. 99,780/- in the office of the Tahsildar Andheri within a period of one month from the date of this order.



For Collector, M.S.D.

*Wm*  
For Collector  
Mumbai Suburban District.

To,  
Shri Mangal Prabhat Lodha  
Director of M/s.Maa Padmavati Build. Tech.Pvt.Ltd.  
2/6, Shah & Nahar Estate  
Dr.E.Moses Road, Worli,Mumbai 18

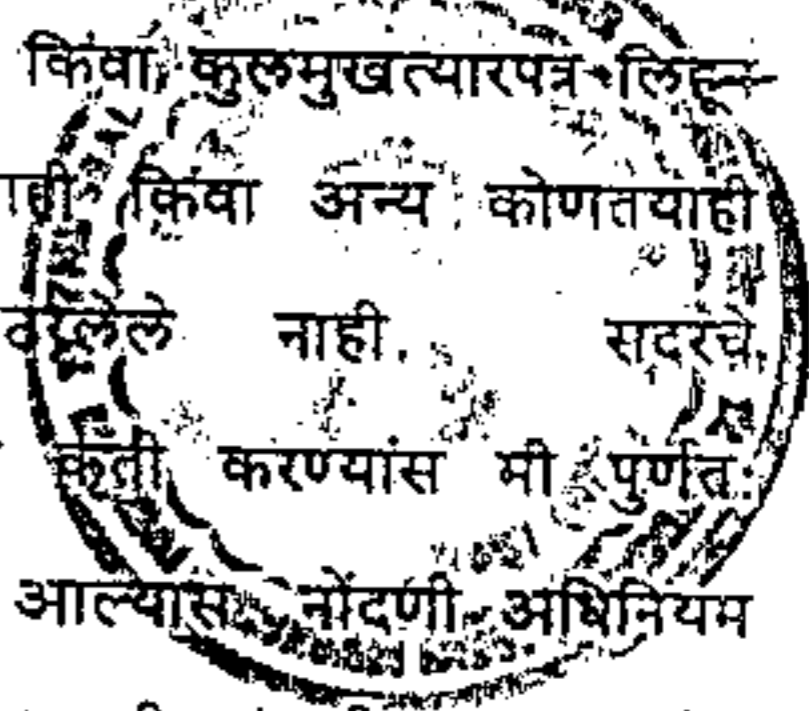


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18

कुलमुखत्यार पत्राचे घोषणापत्र

मी, श्री/श्रीमती/सौ सुरेन्द्र न जायर या  
द्वारे घोषित करतो की, दुय्यम निबंधक, अंधेरे-२ यांचे कार्यालयात  
करारनामा या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यांत आला  
आहे. श्री/श्रीमती/सौ अमिंदन लोढा व  
इतर यांनी दिनांक २९/१०/२० रोजी मला दिलेल्या  
कुलमुखत्यारपत्रांच्या आधारे मी, सादर दस्त नोंदणीस सादर केला आहे /  
निष्पादीत करून कबूलीजबाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून  
देणार यांनी कुलमुखत्यापत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून  
देणार व्यक्तीपैकी कोणीही मयत झालेले नाही किंवा अन्य कोणत्याही  
कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे  
कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः  
सक्षम आहे. सादरचे कथन चुकीचे आढळून आल्यास नोंदणी अधिनियम  
१९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिन याची मला जाणीव  
आहे.



ठिकाण : अंधेरे

दिनांक : ७/७/२०

सही

कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

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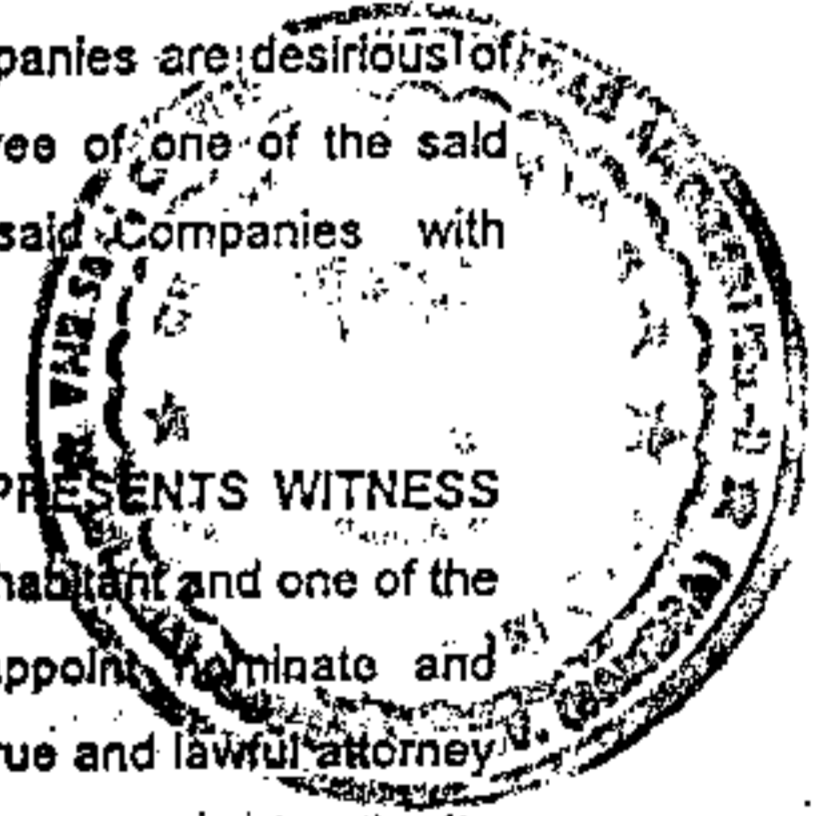
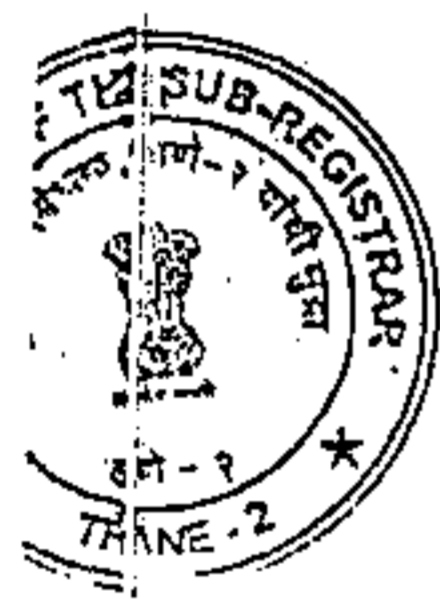




having its registered office at 216, Shah & Nahar, Dr. E. Moses Road, Worli, Mumbai - 400 018 and sales office at Lodha Pavilion, Apollo Mills Compound N.M. Joshi Marg, Maha'axmi, Mumbai-400 011 (hereinafter for the sake of brevity collectively referred to as "the said Companies")  
Residence at: *Lodha Paradise maziwade Thane (w)*  
SEND GREEN COPIES:

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

The said Companies are in process of executing Agreements for Sale with the prospective Purchasers and for the said purpose, the said Companies are required from time to time sign, execute, admit, Lodge and register the Agreements for Sale before the concerned Sub-Registrar of Assurances, and in order to facilitate the same the said Companies are desirous of appointing SHRI SURENDRAN NAIR, an employee of one of the said Companies as a Constituted Attorney of the said Companies with following powers and authorities.



NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that I, ABHINANDAN LODHA, of Mumbai, Indian Inhabitant and one of the Director of the said Companies doth hereby appoint, nominate and constitute the said SHRI SURENDRAN NAIR as true and lawful attorney or agent of the said respective Companies with full powers and authority to do and execute all act, matters, deeds and things as hereinafter mentioned on behalf of, in the name of and for the Companies viz.

1. TO SIGN AND EXECUTE Letter of Allotment for the purpose of sale and allotment of Residential Flats, and such other premises in building/s constructed by the said Companies on the properties in different development projects in terms of Allotment Letter approved by the said Companies or any of them.

TO ENTER INTO, SIGN AND EXECUTE Agreements for Sale in connection with the Residential Flats, and such other premises in Building/s constructed by the said Companies on the properties in different

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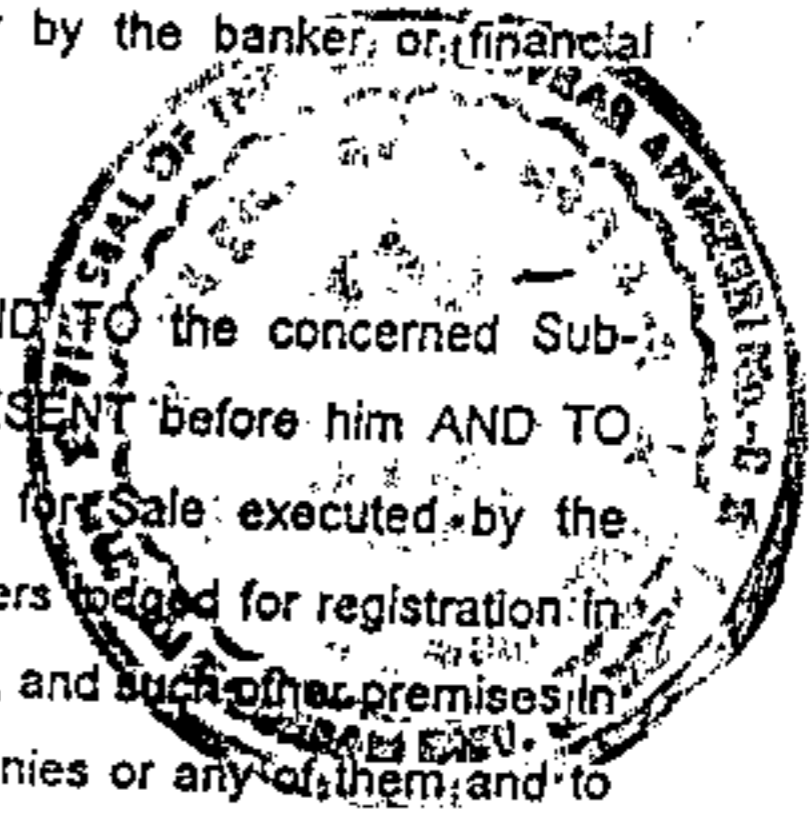
development projects and incidental thereto signs necessary forms and papers for the purpose of effective registration of such Agreements..

3. Subject to prior approval of the management of the Company TO SIGN AND EXECUTE all forms, writing, affidavit and other ancillary papers and documents, as may be required, to enable the prospective Purchasers of the Residential Flats, and such other premises to secure loans and financial assistance from the bankers and financial institutions for the purpose of the payment of the consideration payable by the such prospective Purchasers to the Companies without making any monetary or others commitments or any other liabilities of whatsoever nature thereto on behalf and against the said Companies to or by the banker or financial institution.

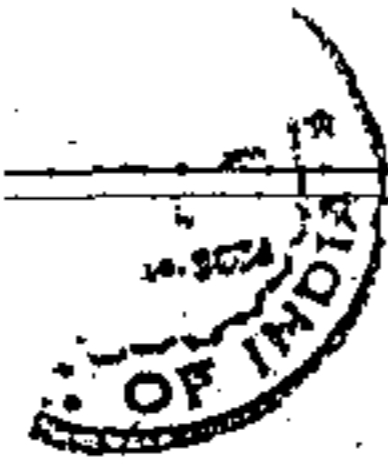
4. TO APPEAR BEFORE AND ATTEND TO the concerned Sub-Registrar and TO LODGE AND PRESENT before him AND TO ADMIT execution of the Agreement for Sale executed by the Attorney with the prospective Purchasers lodged for registration in connection sale of the Residential Flats, and such other premises in the building constructed by the Companies or any of them, and to do all necessary acts deeds matters and things for effectively registering the said Agreement of Sale.

5. TO SIGN AND EXECUTE Deed of Rectification or Cancellations or confirmation or any other documents, as may be required, in connection with the Agreement for sale of Residential Flats, and such other premises and transactions in connection therewith and lodge for registration with the concerned Sub-Registrar and admit execution thereof.

6. For the better doing, performing and executing all the matters and things aforesaid, I hereby further grant unto the said Attorney full power and absolute authority to substitute and appoint in his place one or more substitutes on such terms as he shall think fit and to exercise all or any of the powers and authorities and to do all acts, deeds and things under Special Power of Attorney dated 17.03.09 March, 2009 which includes execution of Agreement for Sale and



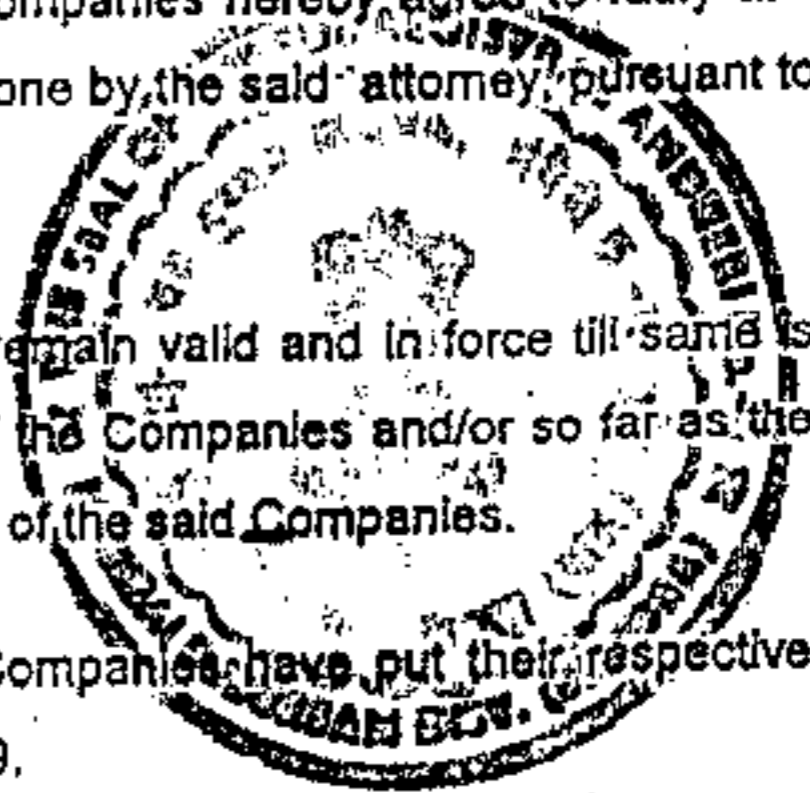
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admit execution thereof before concern Sub Registrar of Assurance for effective registration of such document and to revoke any such appointment from time to time and to substitute or appoint any other or others in his place as the said Attorney from time to time as he think fit and / or proper subject to terms stated therein.

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

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



IN WITNESS WHEREOF the Companies have put their respective seals on this 17<sup>th</sup> day of March, 2009.



SIGNED SEALED AND DELIVERED )  
 By and withinnamed )  
 M/S MACROTECH CONSTRUCITON PVT. LTD. )  
 By and through their one of the Director )  
 Mr. Abhinandan Lodha )  
 pursuant to the resolution of the Board )  
 of Directors dated 2<sup>nd</sup> March, 2009 )  
 in the presence of ..... )

*Abh*

SIGNED SEALED AND DELIVERED )  
 By and withinnamed )  
 M/S LODHA DEVELOPERS PVT LTD. )  
 By and through their one of the Director )  
 Mr. Abhinandan Lodha )  
 Pursuant to the resolution of the Board )  
 of Directors dated 2<sup>nd</sup> March, 2009 )  
 in the presence of ..... )

*Abh*

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SIGNED SEALED AND DELIVERED )  
 By and withinnamed )  
 M/S LODHA & KHENI ESTATE PVT. LTD. )  
 By and through their one of the Director )  
 Mr. Abhinandan Lodha )  
 pursuant to the resolution of the Board )  
 of Directors dated 2<sup>nd</sup> March, 2009 )  
 in the presence of ..... )

*Abhinandan*

SIGNED SEALED AND DELIVERED )  
 By and withinnamed )  
 M/S LODHA LAND DEVELOPERS PVT. LTD. )  
 By and through their one of the Director )  
 Mr. Abhinandan Lodha )  
 pursuant to the resolution of the Board )  
 of Directors dated 2<sup>nd</sup> March, 2009 )  
 in the presence of ..... )

*Abhinandan*



SIGNED SEALED AND DELIVERED )  
 By and withinnamed )  
 M/S LODHA ESTATE PVT. LTD. )  
 By and through their one of the Director )  
 Mr. Abhinandan Lodha )  
 pursuant to the resolution of the Board )  
 of Directors dated 2<sup>nd</sup> March, 2009 )  
 in the presence of ..... )



*Abhinandan*

SIGNED SEALED AND DELIVERED )  
 By and withinnamed )  
 M/S LODHA CONSTRUCTION PVT LTD. )  
 By and through their one of the Director )  
 Mr. Abhinandan Lodha )  
 pursuant to the resolution of the Board )  
 of Directors dated 2<sup>nd</sup> March, 2009 )  
 in the presence of ..... )

*Abhinandan*

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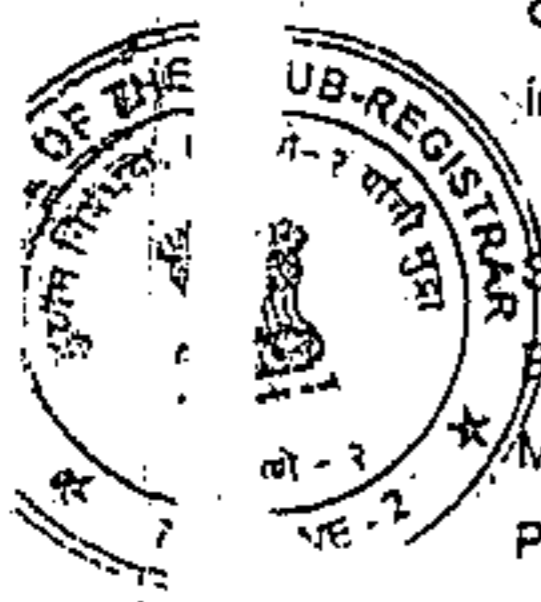


SIGNED SEALED AND DELIVERED  
 By and withinnamed  
 M/S LODHA BUILDERS PVT LTD.  
 By and through their one of the Director  
 Mr. Abhinandan Lodha  
 pursuant to the resolution of the Board  
 of Directors dated 2<sup>nd</sup> March, 2009  
 in the presence of .....

*Alakh*

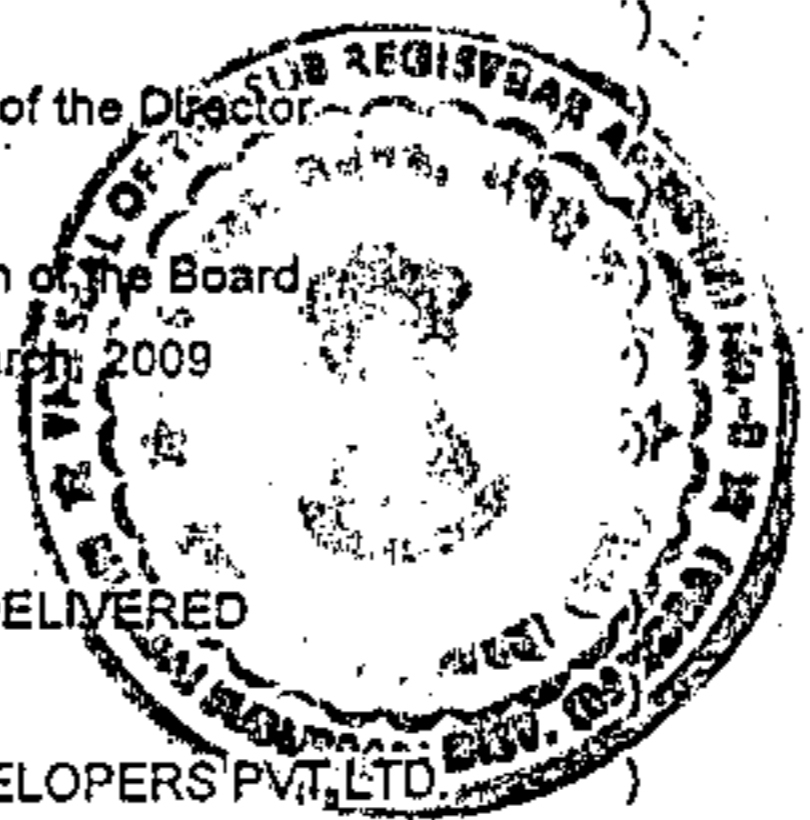
SIGNED SEALED AND DELIVERED  
 By and withinnamed  
 M/S ARIHANT PREMISES PVT LTD.  
 By and through their one of the Director  
 Mr. Abhinandan Lodha  
 pursuant to the resolution of the Board  
 of Directors dated 2<sup>nd</sup> March, 2009  
 in the presence of .....

*Alakh*



SIGNED SEALED AND DELIVERED  
 By and withinnamed  
 M/S LODHA PROPERTIES DEVELOPMENT  
 PVT LTD.  
 By and through their one of the Director  
 Mr. Abhinandan Lodha  
 pursuant to the resolution of the Board  
 of Directors dated 2<sup>nd</sup> March, 2009  
 in the presence of .....

*Alakh*

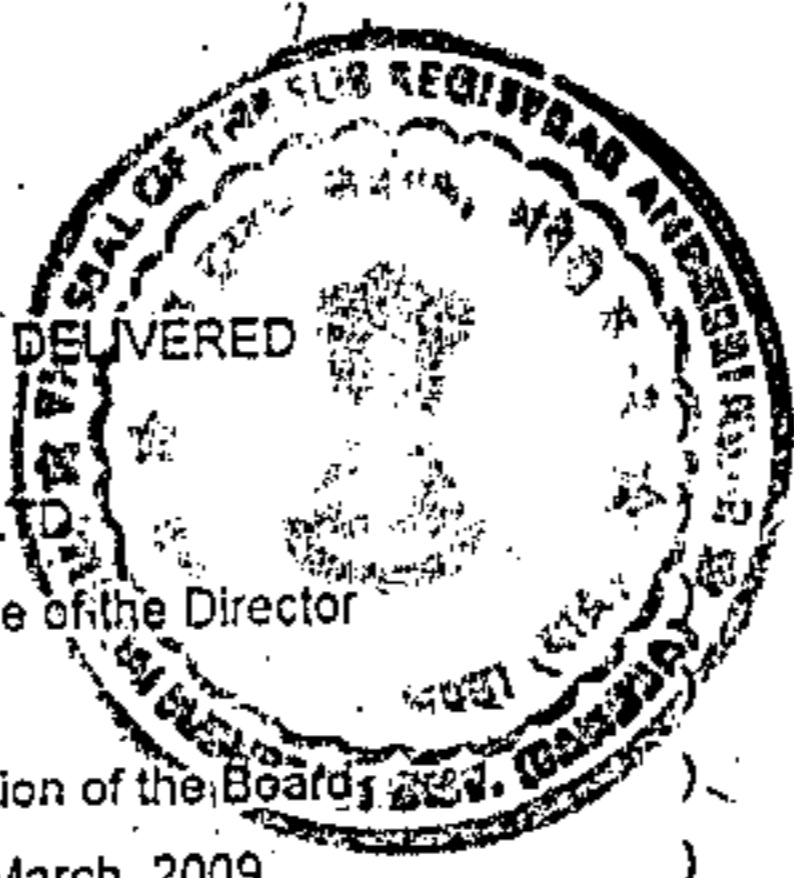


SIGNED SEALED AND DELIVERED  
 By and withinnamed  
 M/S LODHA HOME DEVELOPERS PVT LTD.  
 By and through their one of the Director  
 Mr. Abhinandan Lodha  
 Pursuant to the resolution of the Board  
 of Directors dated 2<sup>nd</sup> March, 2009  
 in the presence of .....

*Alakh*

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SIGNED SEALED AND DELIVERED  
 By and withinnamed  
 M/S JIMTOOLS PVT. LTD.  
 By and through their one of the Director  
 Mr. Abhinandan Lodha  
 Pursuant to the resolution of the Board  
 of Directors dated 2<sup>nd</sup> March, 2009  
 in the presence of .....

*Wlodh*

SIGNED SEALED AND DELIVERED  
 By and withinnamed  
 M/S LODHA BUILDCON PVT. LTD.  
 By and through their one of the Director  
 Mr. Abhinandan Lodha  
 Pursuant to the resolution of the Board  
 of Directors dated 2<sup>nd</sup> March, 2009  
 in the presence of .....

*Wlodh*



SIGNED SEALED AND DELIVERED  
 By and withinnamed  
 M/S LODHA NOVEL BUILDFARMS PVT. LTD.  
 By and through their one of the Director  
 Mr. Abhinandan Lodha  
 Pursuant to the resolution of the Board  
 of Directors dated 2<sup>nd</sup> March, 2009  
 in the presence of .....

*Wlodh*

SIGNED SEALED AND DELIVERED  
 By and withinnamed  
 M/S MAA PADMAVATI BUILDTech PVT LTD.  
 By and through their one of the Director  
 Mr. Abhinandan Lodha  
 Pursuant to the resolution of the Board  
 of Directors dated 2<sup>nd</sup> March, 2009  
 in the presence of .....

*Wlodh*

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SIGNED SEALED AND DELIVERED )

By and withinnamed )  
M/S LODHA HEALTHY CONSTRUCTION AND )  
DEVELOPER PVT. LTD. )

By and through their one of the Director )  
Mr. Abhinandan Lodha )  
Pursuant to the resolution of the Board )  
of Directors dated 2<sup>nd</sup> March, 2009 )  
in the presence of ..... )

*Abh*

SIGNED SEALED AND DELIVERED )

By and withinnamed )  
M/S COWTOWN LAND DEVELOPMENT PVT. LTD. )

By and through their one of the Director )  
Mr. Abhinandan Lodha )  
Pursuant to the resolution of the Board )  
of Directors dated 2<sup>nd</sup> March, 2009 )  
in the presence of ..... )

*Abh*

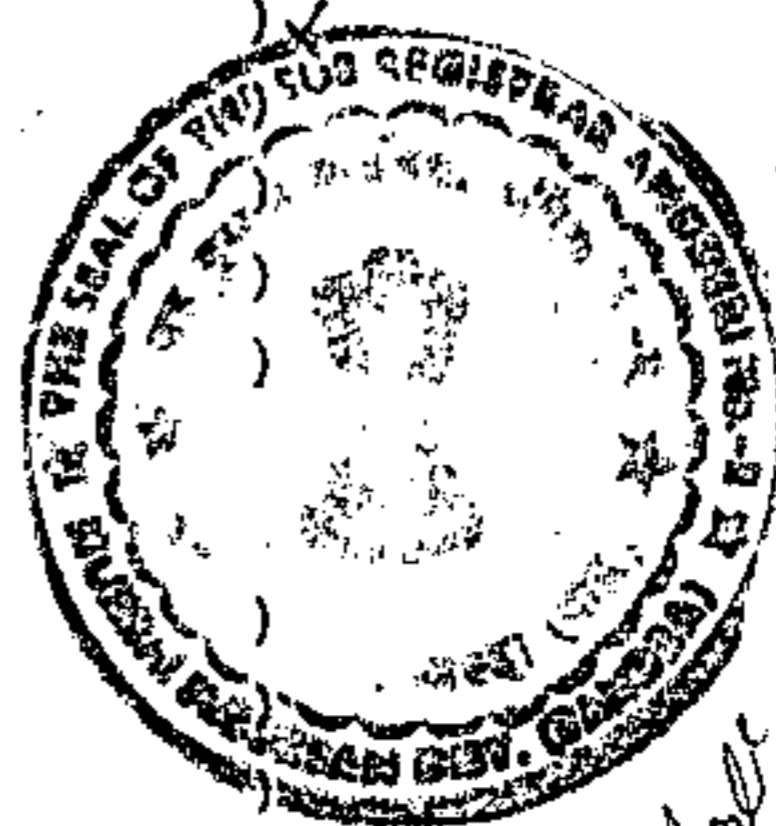


SIGNED SEALED AND DELIVERED )

By and withinnamed )  
M/S LODHA CROWN BUILDMART PVT. LTD. )

By and through their one of the Director )  
Mr. Abhinandan Lodha )  
Pursuant to the resolution of the Board )  
of Directors dated 2<sup>nd</sup> March, 2009 )  
in the presence of ..... )

*Abh*



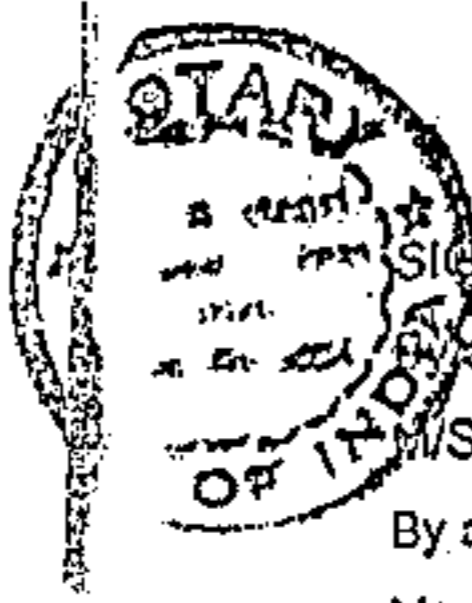
SIGNED SEALED AND DELIVERED )

By and withinnamed )  
M/S LODHA DWELLERS PVT. LTD. )

By and through their one of the Director )  
Mr. Abhinandan Lodha )  
Pursuant to the resolution of the Board )  
of Directors dated 2<sup>nd</sup> March, 2009 )  
in the presence of ..... )

*Abh*

बदर-४/  
EBC/EG  
२०१०



SIGNED SEALED AND DELIVERED

and with named

M/S LODHA IMPRESSION REAL ESTATE PVT.

By and through their one of the Directors

Mr. Abhinandan Lodha

Pursuant to the resolution of the Board of Directors dated 2<sup>nd</sup> March, 2009.

in the presence of.....

SHRI SURENDRAN NAIR

Signature and Photograph of Constituted Attorney

BEFORE

*S. M. N. Naqvi*  
3-3-09

Dated this 3<sup>rd</sup> day of March 2009

S. M. N. Naqvi

NOTARY

Government of India From

Mumbai & Thane Dist. ABHINANDAN LODHA a

Director of

- (1) M/S MACROTECH CONSTRUCTION PVT. LTD.,
- (2) M/S. LODHA DEVELOPERS PVT. LTD.,
- (3) M/S. LODHA & KHENI ESTATE PVT. LTD.,
- (4) M/S. LODHA LAND DEVELOPERS PVT. LTD.,
- (5) M/S. LODHA ESTATE PVT. LTD.,
- (6) M/S. LODHA CONSTRUCTION PVT. LTD.
- (7) M/S LODHA BUILDERS PVT. LTD.,
- (8) M/S. ARIHANT PREMISES PVT. LTD.,
- (9) M/S. LODHA PROPERTIES DEVELOPMENT PVT. LTD.,
- (10) M/S. LODHA HOME DEVELOPERS PVT. LTD.,
- (11) M/S. SIMTOOLS PVT. LTD.,
- (12) LODHA BUILDCON PVT. LTD.,
- (13) LODHA NOVEL BUILD FARMS PVT. LTD.,
- (14) MAA PADMAVATI BUILDTECH PVT. LTD.,
- (15) LODHA HEALTHY CONSTRUCTION AND DEVELOPERS PVT. LTD.,
- (16) COWTOWN LAND DEVELOPMENT PVT. LTD.,
- (17) LODHA CROWN BUILD MART PVT. LTD.,
- (18) LODHA DWELLERS PVT. LTD.,
- (19) LODHA IMPRESSION REAL ESTATE PVT. LTD.

To SHRI SURENDRAN NAIR

SPECIAL POWER OF ATTORNEY



*S. M. N. Naqvi*  
SHAIKH  
ADVOCATE  
ESPLANADE COURT  
MUMBAI-400 001.



बदर-४/  
९३६८६६  
२०१०





कुलमुखत्यार पत्राचे घोषणापत्र

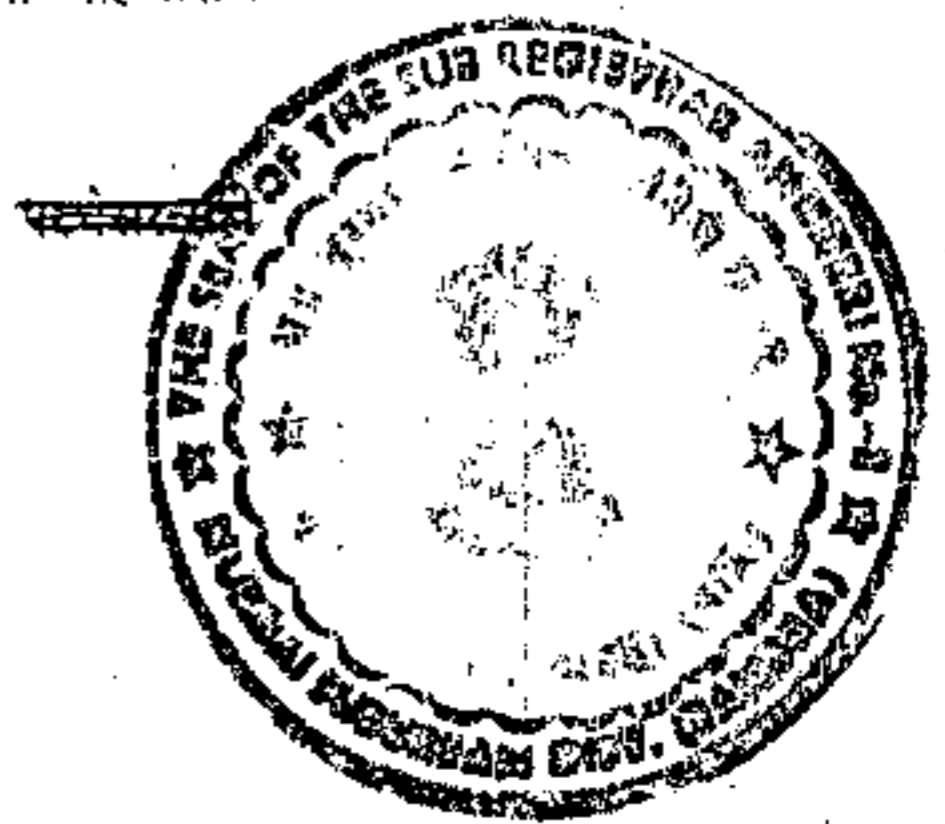
मी, श्री / श्रीमती / सौ पंढरी आर. केकरकर या द्वारे घोषित  
 करतो की, दुय्यम निबंधक अधीन यांचे कार्यालयात  
कशारनामा या शिषकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे. श्री /  
 श्रीमती / अधीन व इतर यांनी  
 दिनांक २३/२/२० रोजी मला दिलेल्या कुलमुखत्यारपत्रांच्या आधारे मी, सादर दस्त  
 नोंदणीस सादर केला आहे / निष्पादीत करून कबुलीजवाब दिला आहे. सादर कुलमुखत्यारपत्र लिहून  
 देणार यांनी कुलमुखत्यापत्र रद्द केलेले नाही, किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तींपैकी कोणीही  
 मयत झालेले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे  
 कुलमुखत्यारपत्र पूर्णपणे वैध असून उपरोक्त कृती करण्यास मी पूर्णतः सक्षम आहे. सादरचे कथन  
 घुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी पात्र राहिलेन अर्थात  
 मला जाणीव आहे.

ठिकाण : अधीन

दिनांक : २३/२/२०

P. R. Keshkar सही  
 कुलमुखत्यार पत्राचे घोषणापत्र लिहून देणार

मी सादर कुलमुखत्यार पत्राचे अत्यंत विषदा संपूर्ण चौकशी केली आहे तसेच वैधतेबाबत खात्री केली आहे.



बदर-४/  
 EBEC 106  
 २०२०

HDFC BANK LTD.

PART-III

For the Customer  
ACKNOWLEDGEMENT

Serial No.: 190897

Received From: Abhinandan Lodha

Franking Amount: 500/-

Charges: 10/-

Total: 510/-

Vide P/O No. / Cash / Transfer Cheque: Cash

Drawn on

or Cash towards franking of document

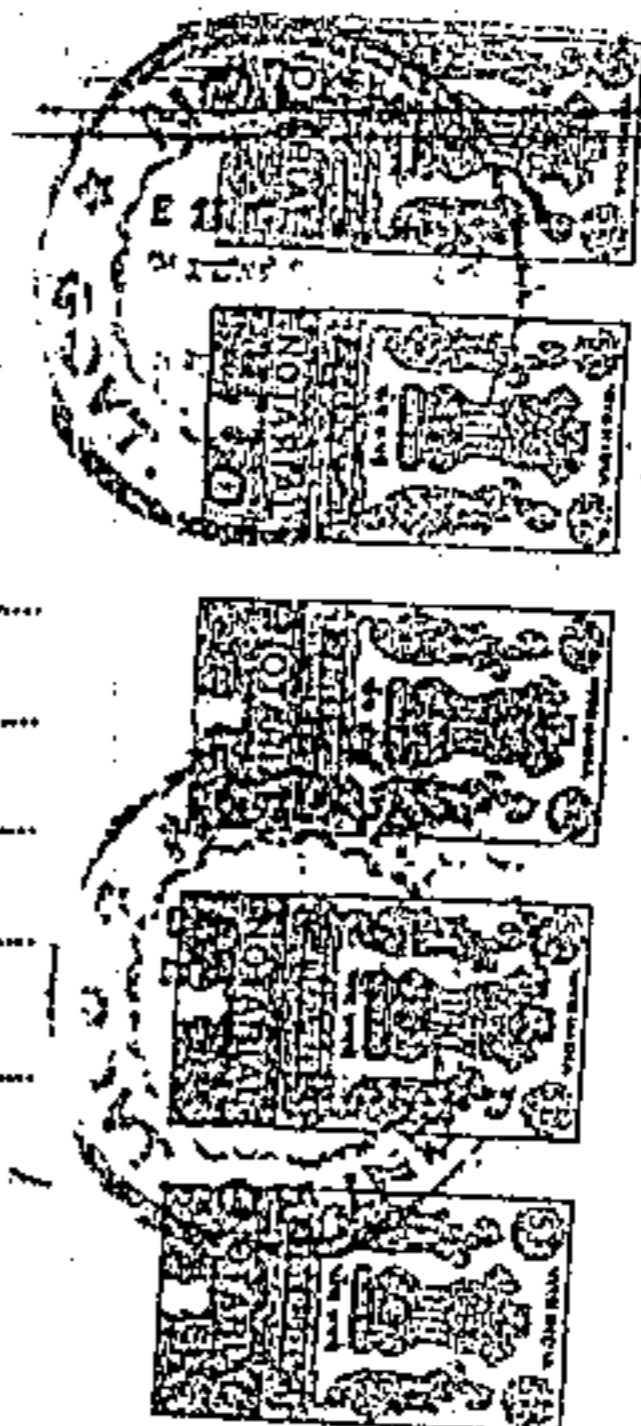
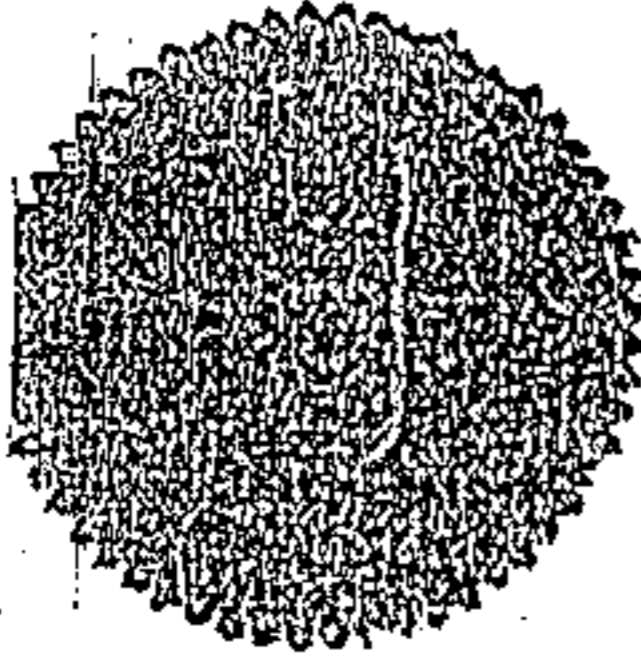
Signature / Stamps of Bank

*[Handwritten Signature]*



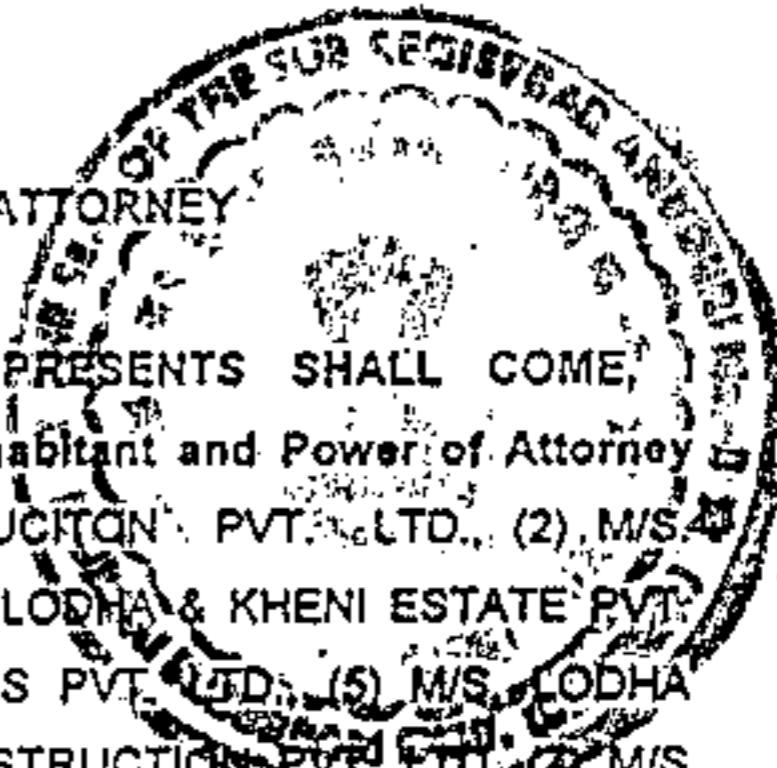
Signature of Customer:

I confirm that I have checked the value franked and the bank is not liable for anything related to the document.



SPECIFIC POWER OF ATTORNEY

TO ALL TO WHOM THESE PRESENTS SHALL COME,  
SURENDRAN NAIR, of Mumbai, Indian Inhabitant and Power of Attorney  
Holder of 1) M/S MACROTECH CONSTRUCTION PVT. LTD., (2) M/S  
LODHA DEVELOPERS PVT. LTD., (3) M/S. LODHA & KHENI ESTATE PVT.  
LTD., (4) M/S. LODHA LAND DEVELOPERS PVT. LTD., (5) M/S. LODHA  
ESTATE PVT. LTD., (6) M/S. LODHA CONSTRUCTION PVT. LTD., (7) M/S  
LODHA BUILDERS PVT. LTD., (8) M/S. ARIHANT PREMISES PVT. LTD. (9)  
M/S. LODHA PROPERTIES DEVELOPMENT PVT. LTD., (10) M/S. LODHA  
HOME DEVELOPERS PVT. LTD., (11) M/S. SIMTOOLS PVT. LTD., (12) M/S.  
LODHA BUILDCON PVT. LTD., (13) LODHA NOVEL BUILDFARMS PVT. LTD.,  
(14) MAA PADMAVATI BUILDTECH PVT. LTD., (15) LODHA HEALTH  
CONSTRUCTION AND DEVELOPERS PVT. LTD., (16) COWTOWN LAND  
DEVELOPMENT PVT. LTD., (17) LODHA CROWN BUILDMART PVT. LTD., (18)  
LODHA DWELLERS PVT. LTD (19) LODHA IMPRESSION REAL ESTATE PVT.  
LTD., the companies registered under the Companies Act, 1956, and having  
registered office at 216, Shah & Nahar, Dr. E. Moses Road, Worli, Mumbai-400  
018 and sales office at Lodha Pavilion, Apollo Mills Compound N.M Joshi



H.D.F.C. Bank Legal  
Department, Kamala Mills Compound  
Lower, Park Road-400013.  
D-5157/FAC R/15/2007/2017-16

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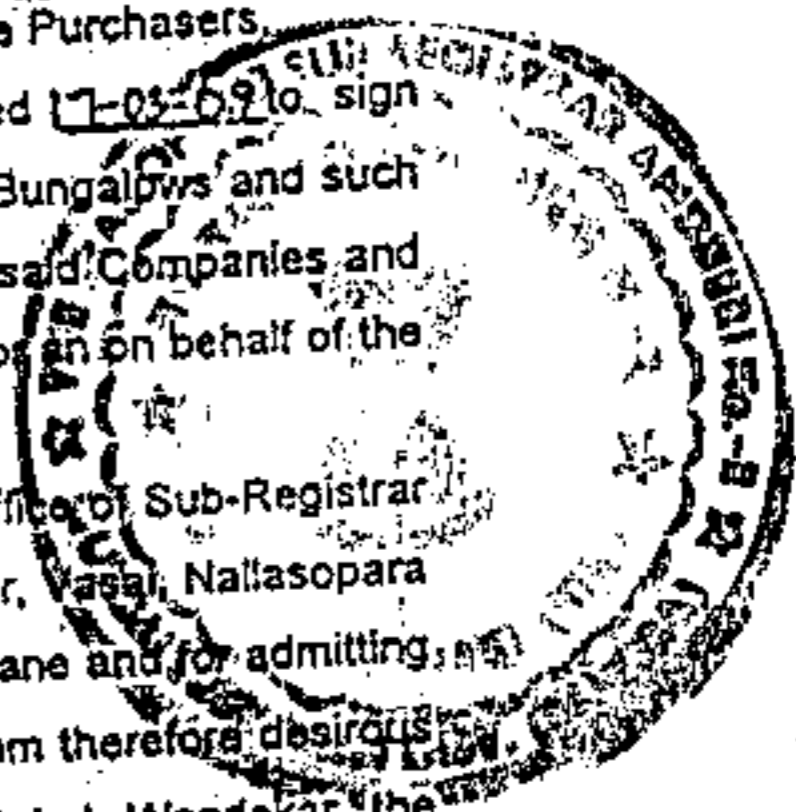


Marg, Mahalaxmi, Mumbai-400 011 (hereinafter referred to as the "said Companies") and 1) LODHA GROUP OF COMPANIES, 2) VIVEK ENTERPRISES, 3) ARIHANT PREMISES, 4) LODHA & SHAH BUILDERS, 5) ARIHANT ESTATE, 6) LODHA & AGARWAL DEVELOPERS, 7) ARIHANT CORPORATION AND 8) SHREE SAINATH ENTERPRISES, Partnership Firms registered under the Partnership Act, 1932 and having its principal office at 216, Shah & Nahar, Dr. E. Moses Road, Worli, Mumbai-400 018 and sales office at Lodha Pavillon, Apollo Mills Compound N.M Joshi Marg, Mahalaxmi, Mumbai-400 011 (hereinafter referred to as "the said Firms") SEND GREETINGS: Residence at *Lodha Paradise, Masjidada Thane (W)*

87

WHEREAS:

- (a) The Companies and Firms are engaged in the business of Real Estate and Property Development and in the course of its said business the said Companies and said Firms are constructing various buildings and selling Residential Flats/Shops/Bungalows in the said buildings and for that purpose the said Companies and said Firms are entering into Agreements for Sale with prospective Purchasers.
- (b) I am authorized vide Power of Attorney dated 17-03-09 to sign Agreements for Sale of Residential Flats/Shops/Bungalows and such other premises as constituted attorney holder of said Companies and said Firms and exercise powers and authorities for and on behalf of the said Companies and said Firms.
- (c) In order to facilitate the registration before the office of Sub-Registrar of Mumbai, Thane, Dombivali, Kalyan, Bhayander, Vasai, Nallasopara and Virar, Sub-Registrar Thane - 7 & 4, Dist. Thane and for admitting the execution of the said Agreement for Sale I am therefore desirous of appointing Mr. Surendran Nair and Mr. Rahul Wandekar the Attorneys to act on my behalf in the manner hereinafter appearing.



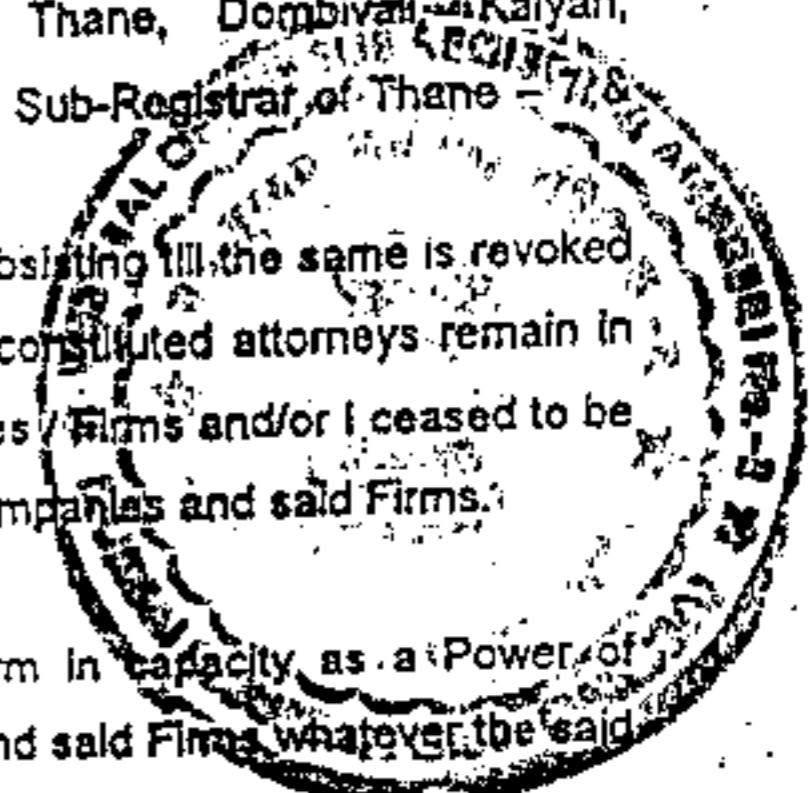
NOW KNOW YE ALL AND THESE PRESENTS WITNESS that I, SURENDRAN NAIR, of Mumbai, Indian Inhabitant and in my capacity as Power of Attorney Holder of the said Companies & said Firms doth hereby nominate, constitute and appoint MR. PANDHARI KESARKAR of Mumbai, Indian Inhabitant, residing at Gafurkhan Chawl, Room No.7, New Mill Road, Sambhaji Chowk, Kurla (West), Mumbai - 400 070, & MR. RAHUL WANDEKAR of Mumbai, Indian Inhabitant, residing at Room No.7, Athawale Building, Chitale Path, Bhavani Shankar Road, Dadar (West), Mumbai 400 028, both Indian Inhabitants, to be my true and lawful substituted Attorneys (hereinafter referred to as "the said Attorneys") individually and severally to do all or any of the following acts, deeds, matters and things for the said Companies & said Firms and in the name and on behalf of the said Companies and said Firms that is to say:

*[Handwritten signature]*

बदर-४/३५  
 ४३८८/१०१  
 २०१०

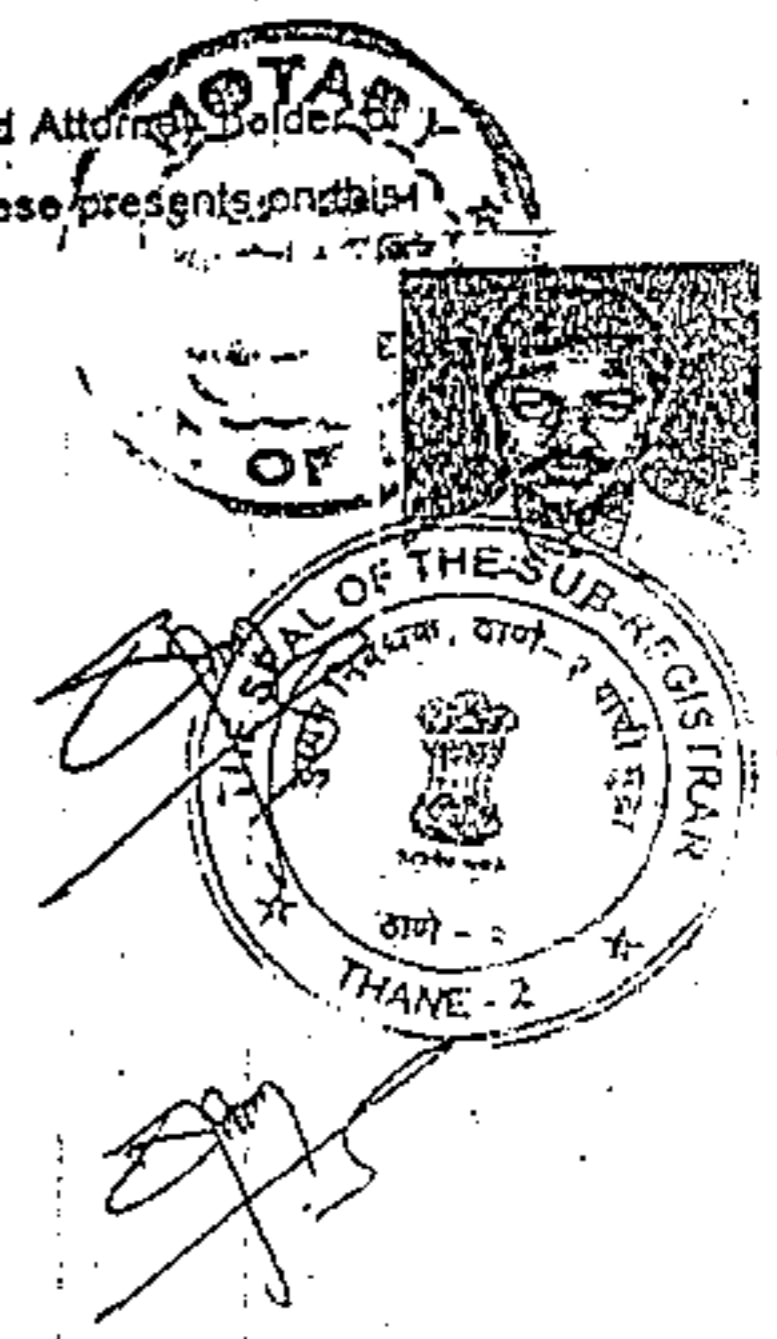


1. To lodge for registration various Agreements for Sale of Flats/Shops/Bungalows executed by me and behalf of the said Companies and said Firms with Sub-Registrar of Assurances at Mumbai, Thane, Dombivali, Kalyan, Bhayander, Vasai, Nallasopara and Virar and to admit execution thereof on my behalf for the said Companies and said Firms by any one of them.
2. I hereby specifically authorize the said Attorneys to attend and appear for Registration and to admit execution thereof on my behalf for Sale of Flats/Shops/Bungalows and such other premises on behalf of the said Companies and said Firms.
3. To do all or any other acts, deeds, matter and things for the purpose of effectually getting the said Agreements for Sale of Flats/Shops/Bungalows and such other premises registered with Sub-Registrar of Assurance at Mumbai, Thane, Dombivali, Kalyan, Bhayander, Vasai, Nallasopara and Virar, Sub-Registrar of Thane - 2, Dist. Thane.
4. This Power of Attorney is still valid and subsisting till the same is revoked or cancelled by me and/or the aforesaid constituted attorneys remain in employment in one of the group Companies / Firms and/or I ceased to be constituted attorneys holder of the said Companies and said Firms.
5. AND I hereby agree to ratify and confirm in capacity as a Power of Attorney Holders of the said Companies and said Firms whatever the said Attorneys shall do or cause to be done by virtue of these presents.



IN WITNESS WHEREOF I, SURENDRAN NAIR, Constituted Attorney Holder of the said Companies and said Firms have put my hands to these presents on this 17<sup>th</sup> day of March, 2009.

SIGNED SEALED AND DELIVERED  
 by the within named  
 SURENDRAN NAIR  
 In my capacity as Power of Attorney Holder of  
 M/S MACROTECH CONSTRUCITON PVT. LTD.  
 M/S LODHA DEVELOPERS PVT. LTD.  
 M/S LODHA & KHENI ESTATE PVT. LTD.  
 M/S LODHA LAND DEVELOPERS PVT. LTD.  
 M/S LODHA ESTATE PVT. LTD.  
 M/S LODHA CONSTRUCTION PVT. LTD.  
 M/S LODHA BUILDERS PVT. LTD.



बदर-४/  
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 २०१०

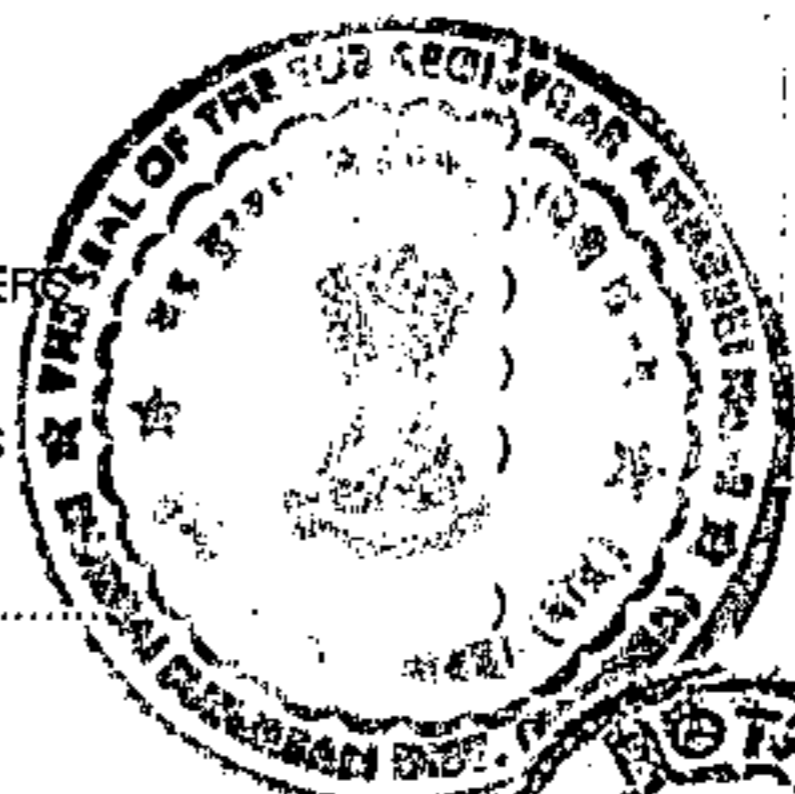




- M/S ARIHANT PREMISES PVT. LTD. )
- M/S LODHA PROPERTIES DEVELOPMENT )
- PVT. LTD. )
- M/S LODHA HOME DEVELOPERS PVT. LTD. )
- M/S SIMTOOLS PVT. LTD. )
- M/S LODHA BUILDCON PVT. LTD. )
- M/S LODHA NOVEL BUILD FARMS PVT. LTD. )
- M/S MAA PADMAVATI BUILDTECH PVT. LTD. )
- M/S LODHA HEALTHY CONSTRUCTION AND )
- DEVELOPERS PVT. LTD. )
- M/S COWTOWN LAND DEVELOPMENT PVT. LTD. )
- M/S LODHA CROWN BUILD MART PVT. LTD. )
- M/S LODHA DWELLERS PVT. LTD )
- M/S LODHA IMPRESSION REAL ESTATE PVT. LTD )
- LODHA GROUP OF COMPANIES )
- VIVEK ENTERPRISES )
- ARIHANT PREMISES )
- LODHA & SHAH BUILDERS )
- ARIHANT ESTATE )
- LODHA & AGARWAL DEVELOPERS )
- ARIHANT CORPORATION )
- SHREE SAINATH ENTERPRISES )

*[Handwritten signature]*

*[Handwritten signature]*



In the presence of .....

SIGNED SEALED AND DELIVERED

By the withinnamed  
PANDHARI KESARKAR  
RAHUL WANDEKAR

In the presence of .....

*P.R. K...*

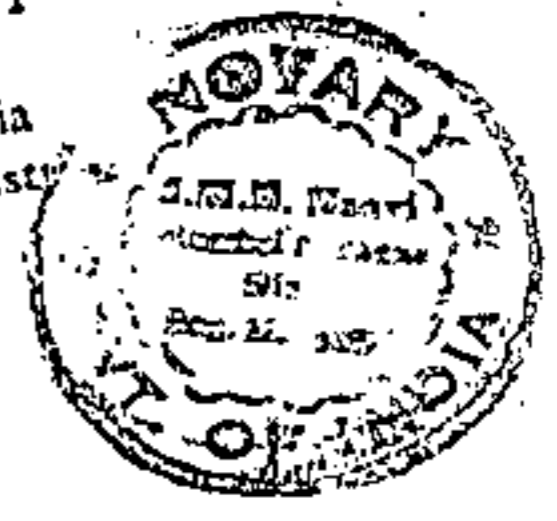
*[Handwritten signature]*

BEFORE ME

*Sony*  
*30-5-9*

*Z.A. Shaikh*  
Z. A. SHAUKH  
ADVOCATE  
ESPLANADE COURT  
MUMBAI-400 001.

S. M. N. Naqvi  
NOTARY  
Government of India  
Mumbai & Thane District



बदर-४/  
०३६८/०३  
२०१०



Dated this 17<sup>th</sup> day of March 2005

From

- SURENDRAN NAIR, Attorney Holder of
- 1) M/S MACROTECH CONSTRUCITON PVT. LTD.,
  - 2) M/S. LODHA DEVELOPERS PVT. LTD.,
  - 3) M/S. LODHA & KHENI ESTATE PVT.LTD.,
  - 4) M/S. LODHA LAND DEVELOPERS PVT. LTD.,
  - 5) M/S. LODHA ESTATE PVT. LTD.,
  - 6) M/S. LODHA CONSTRUCTION PVT. LTD.
  - 7) M/S LODHA BUILDERS PVT. LTD.,
  - 8) M/S. ARIHANT PREMISES PVT. LTD.
  - 9) M/S. LODHA PROPERTIES DEVELOPMENT PVT. LTD.,
  - 10) M/S. LODHA HOME DEVELOPERS PVT. LTD.,
  - 11) M/S. SIMTOOLS PVT. LTD.,
  - 12) LODHA BUILDING PVT. LTD.,
  - 13) LODHA NOVEL BUILD FARMS PVT. LTD.,
  - 14) MAA PADMAVATI BUILDTech PVT. LTD.
  - 15) LODHA HEALTHY CONSTRUCTION AND DEVELOPERS PVT. LTD.,
  - 16) COWTOWN LAND DEVELOPMENT PVT. LTD.
  - 17) LODHA CROWN BUILD MART PVT. LTD.
  - 18) LODHA DWELLERS PVT. LTD.
  - 19) LODHA IMPRESSION REAL ESTATE PVT. LTD.

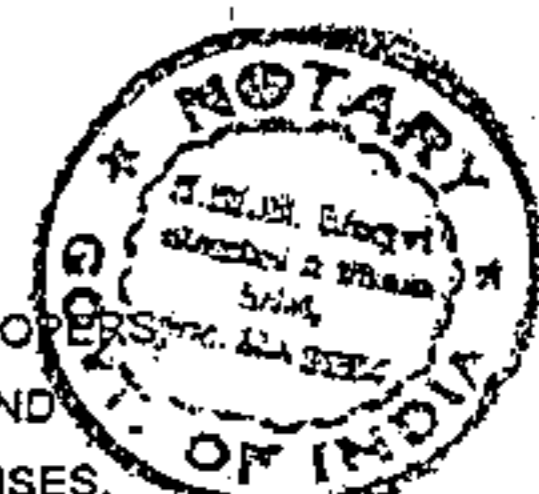
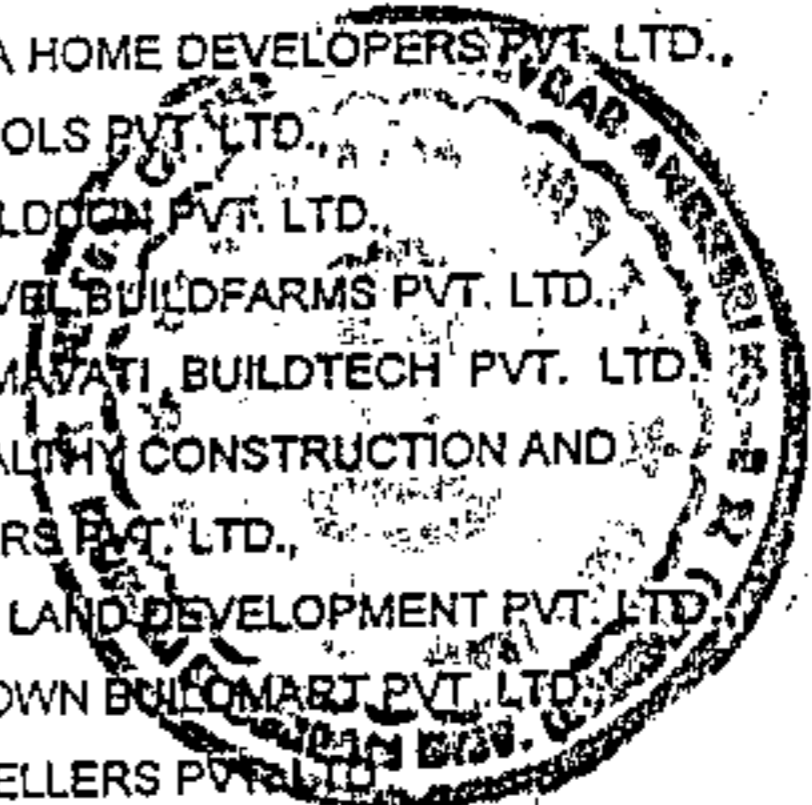
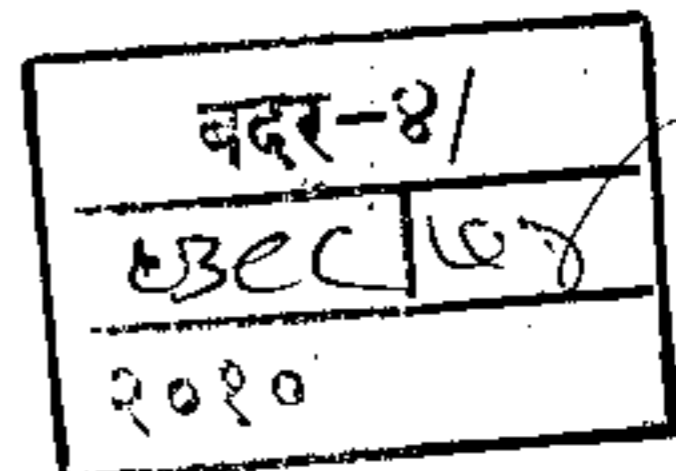
&

- 1) LODHA GROUP OF COMPANIES,
- 2) VIVEK ENTERPRISES,
- 3) ARIHANT PREMISES,
- 4) LODHA & SHAH BUILDERS,
- 5) ARIHANT ESTATE,
- 6) LODHA & AGARWAL DEVELOPERS,
- 7) ARIHANT CORPORATION AND
- 8) SHREE SAINATH ENTERPRISES,

To

- 1) MR.PANDHARI KESARKAR &
- 2) MR.RAHUL WANDEKAR

SPECIAL POWER OF ATTORNEY



3) [Signature]

3) P.R. Keskar

3) [Signature]



अनुक्रमांक : 983/200e  
नगर सुरवापार पत्र आज दि- 31/3/200e रोजी  
1) श्री सुरेन्द्रन जाधव सदान रा. चरकी मुंबई  
हे मे. मामलोरके कम्पनराण आ डि वरगर तर्फे  
कुमु गणुण कि देणार

2) श्री. पंढरी फेसरकर सदान  
रा. शाफरवान थाक संमानी चौक,  
मुंबई (प) मुंबई 500060

3) श्री. जगदुल पंढरेकर सदान  
रा. बाळवडे विषीण मवाली रोकर रोड,  
दादर (प) मुंबई 500022  
- कि वेणार

यांनी माझ्या समक्ष सधे ठकाव दिले  
व त्यांच्या जोडवरी विषयी श्री. विभाळ  
कदम सदान व श्री. सुधाकर राम शशांग  
येथे रा. चरकी मुंबई हे स्थानी पद्यिलात.  
नुरवापार पत्र ठकाव देणाल्या अपनीण्या  
बसमाची स्वाक्षरी  
मुंबई नगर : 5001- समावृत्त फी 900/-

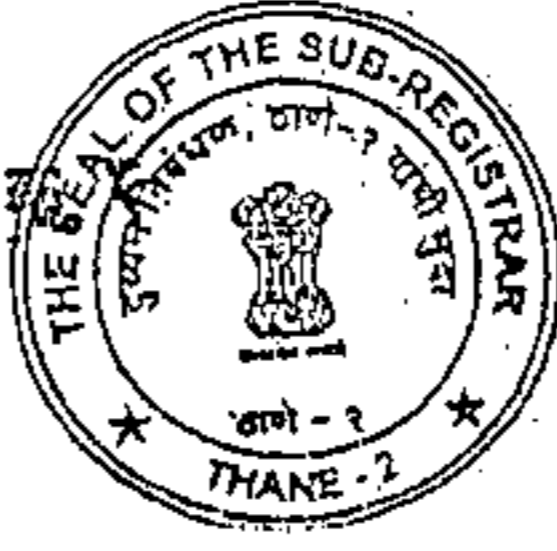
[Signature]



बह दुर्यम निबंधक ठाणे मु. २

टिप : नगर सुरवापार पत्रास सधे 9 ते 5 च्या अमुक  
त्यास रवापारको नाथि.

बह दुर्यम निबंधक ठाणे मु. २



बदर-४/  
632164  
२०१०

भारतीय विधि विभाग  
 INCOME TAX DEPARTMENT  
 GOVT. OF INDIA  
 BANDA VISHA D. S. MUKHBBAN  
 HASMUKHBAI PANDEY  
 17/01/1978  
 Permanent Account Number  
 AK/PP6/95K

भारतीय विधि विभाग  
 PERMANENT ACCOUNT NUMBER  
 ANUP 2986K  
 P. P. MODI ANAND PAWAR  
 FATHER'S NAME  
 ANAND GOVIND PAWAR  
 DATE OF BIRTH  
 03-08-1978  
 SIGNATURE  
 Commissioner of Income-tax, Computer



बदर-8/  
 E3EL 100  
 २०१०



कम्प्यूटर द्वारा मुद्रित होने पर ही वैध  
VALID ONLY IF COMPUTER PRINTED  
केवल छः माहों के लिये ही वैध  
VALID FOR SIX MONTHS ONLY

भारतीय स्टेट बैंक  
State Bank of India

₹ 30,000 एवं अधिक के निम्न दो अधिकारियों द्वारा प्रत्याक्षरित होने पर ही वैध है।  
INSTRUMENTS FOR RS. 30,000 & ABOVE ARE NOT VALID UNLESS SIGNED BY TWO OFFICERS

जारी करने वाली शाखा  
Issuing Branch: BORIWALI WEST MUMBAI  
कोड की / CODE No: 00551  
की / Key No: 02200-289901

मागड्राफ्ट

DEMAND DRAFT

दिनांक / DATE: 30/06/2010

Key: TEHDER

Sr. No: 408330

मांगे जानेपर ON DEMAND PAY THE JOINT SUB REGISTRAR ANDHERI 3 MSD BANDRA\*\*\*\*\*

THE JOINT SUB REGISTRAR ANDHERI 3 MSD BANDRA\*\*\*\*

या उनके आदेश पर, OR ORDER

रुपये  
RUPEES

THREE	ZERO	ZERO	ZERO	ZERO
T THDS	THDS	HUNDS	TENS	UNITS

PAISE ZERO ONLY

₹ 300000 ₹ Ps. 000

AMOUNT BELOW 30001(3/5)

अदा करें।  
मूल्य प्राप्त / VALUE RECEIVED

भारतीय स्टेट बैंक

STATE BANK OF INDIA

अदाकर्ता शाखा / DRAWEE BRANCH: SERVICE BRANCH, MUMBAI

कोड की / CODE No: 07690

KI 000108420713

Key: TEHDER Sr. No: 408330

अधिकृत हस्ताक्षरकर्ता / AUTHORIZED SIGNATORY  
(हस्ताक्षर नमूना क्र. / S.S. NO.)

शाखा प्रबंधक / BRANCH MANAGER  
(हस्ताक्षर नमूना क्र. / S.S. NO.)

*Balji*  
BSR 16

- 9
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420713 0000020000 000108 17

स्थायी लेखा संख्या / PERMANENT ACCOUNT NUMBER  
**AACPP5067C**

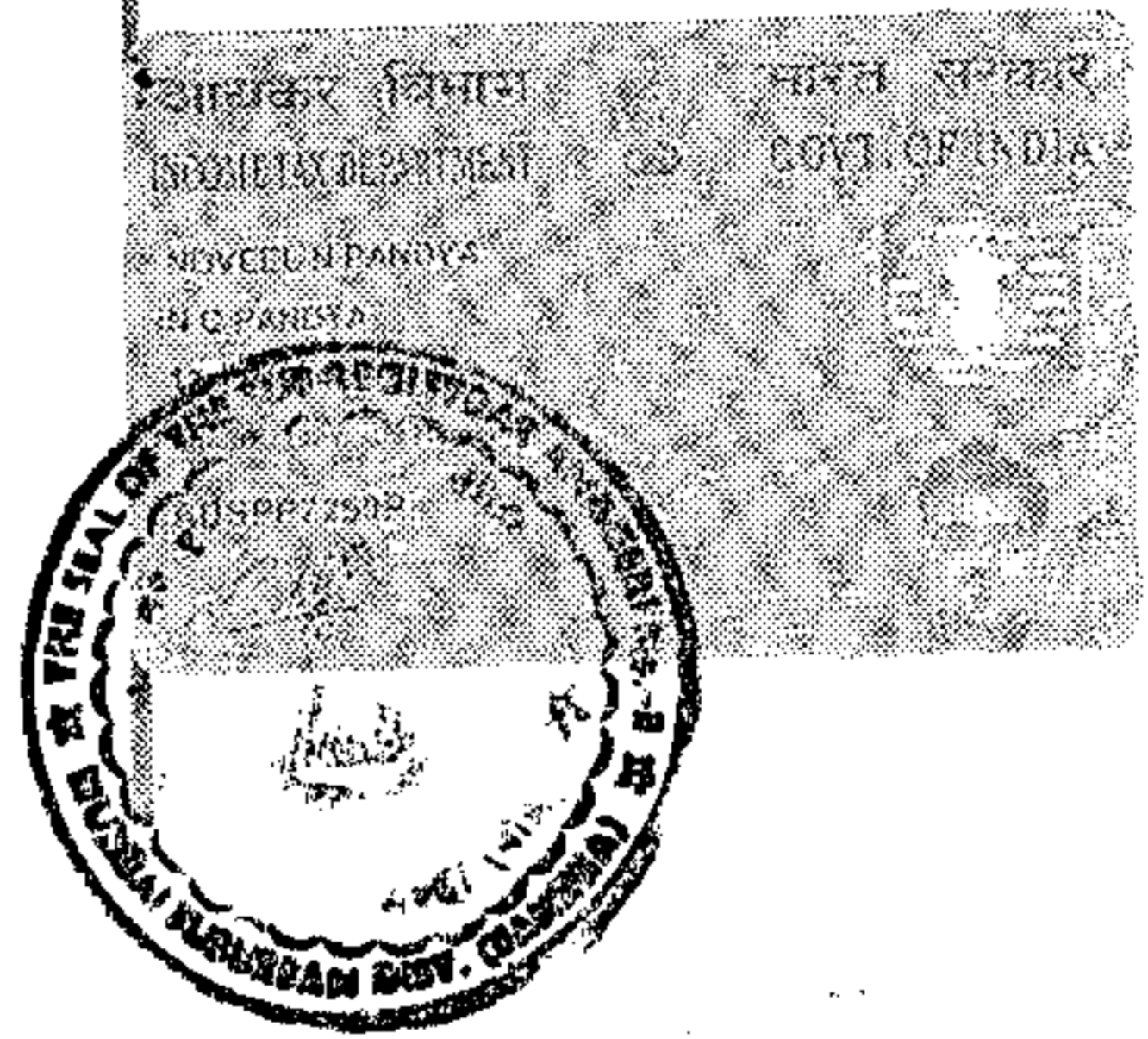
नाम / NAME  
**SONALI NARENDRA PANDYA**

पिता का नाम / FATHER'S NAME  
**BALASHANKER GORE**

जन्म तिथि / DATE OF BIRTH  
**04-07-1958**

हस्ताक्षर / SIGNATURE  
*S. Pandya*

आयकर आयुक्त (कम्प्यूटर केन्द्र)  
Commissioner of Income-tax (Computer Operations)



बुद्धर-8/  
2307/100  
२०१०





07/07/2010

दुय्यम निबंधक:

दस्त गोषवारा भाग-1

वदर4

दस्त क्र 6398/2010

02/02

4:51:42 pm

अंधेरी 2 (अंधेरी)

दस्त क्रमांक : 6398/2010

दस्ताचा प्रकार : करारनामा

अनु क्र. पक्षकाराचे नाव व पत्ता

पक्षकाराचा प्रकार

छायाचित्र

अंगठ्याचा ठसा

1	<p>नाव: नोविल नरेंद्र पंड्या - -          पत्ता: घर/फ्लॅट नं: पी.ओ बॉक्स 2196, दुबई-, आज          मुंबईत          गल्ली/रस्ता: -          ईमारतीचे नाव: -          ईमारत नं: -          पेठ/वसाहत: -          शहर/गाव:-          तालुका: -          पिन: -          पॅन नम्बर: AUSPP7250P</p>	<p>लिहून घेणार          वय 25          सही</p>			
2	<p>नाव: सोनाली नरेंद्र पंड्या - -          पत्ता: घर/फ्लॅट नं: वरीलप्रमाणे          गल्ली/रस्ता: -          ईमारतीचे नाव: -          ईमारत नं: -          पेठ/वसाहत: -          शहर/गाव:-          तालुका: -          पिन: -          पॅन नम्बर: -</p>	<p>लिहून घेणार          वय 52          सही</p>			
3	<p>नाव: मा. जदमावती बिल्टटेक प्रा लि तर्फे कु.मु म्हणून          सुरेंद्रन नाथर यांच्या तर्फे पंढरी आर. केसरकर - -          पत्ता: घर/फ्लॅट नं: रुम नं 7, संभाजी चौक, न्यू मिल          रोड, कुर्ला प मु-70          गल्ली/रस्ता: -          ईमारती</p>	<p>लिहून देणार          वय 30          सही</p>			







दस्त गोषवारा भाग - 2

वदर4

दस्त क्रमांक (6398/2010)

वेपुस

दस्त क्र. [वदर4-6398-2010] चा गोषवारा  
बाजार मुल्य :38581500 मोबदला 55341000 भरलेले मुद्रांक शुल्क : 2750000

पावती क्र.:6411 दिनांक:07/07/2010  
पावतीचे वर्णन  
नांव: नोविल नरेंद्र पंडया - -

दस्त हजर केल्याचा दिनांक :07/07/2010 04:43 PM  
निष्पादनाचा दिनांक : 01/07/2010  
दस्त हजर करणा-याची सही :

30000 :नोंदणी फी  
1580 :नक्कल (अ. 11(1)), पृष्ठांकनाची  
नक्कल (आ. 11(2)),  
रुजवात (अ. 12) व छायाचित्रण (अ. 13) ->  
एकत्रित फी

31580: एकूण

दस्ताचा प्रकार :25) करारनामा  
शिकका क्र. 1 ची वेळ : (सादरीकरण) 07/07/2010 04:43 PM  
शिकका क्र. 2 ची वेळ : (फी) 07/07/2010 04:51 PM  
शिकका क्र. 3 ची वेळ : (कबुली) 07/07/2010 04:51 PM  
शिकका क्र. 4 ची वेळ : (ओळख) 07/07/2010 04:51 PM

दु. निबंधकाची सही, अंधेरी 2 (अंधेरी)

दस्त नोंद केल्याचा दिनांक : 07/07/2010 04:51 PM

ओळख :

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

1) विशाल पंडया- - ,घर/फ्लॅट नं:-  
गल्ली/रस्ता: 216, शहानहार इस्टेट, वरळी मु  
ईमारतीचे नाव:-  
ईमारत नं:-  
पेट/वसाहत:-  
शहर/गाव:-  
तालुका:-  
पिन:-

2) प्रमोद पवार- - ,घर/फ्लॅट नं:-  
गल्ली/रस्ता: वरीलप्रमाणे  
ईमारतीचे नाव:-  
ईमारत नं:-  
पेट/वसाहत:-  
शहर/गाव:-  
तालुका:-  
पिन:-

V. Pandya

दु. निबंधकाची सही  
अंधेरी 2 (अंधेरी)



दु. निबंधक अंधेरी-२,  
मुंबई उपनगर, जिल्हा.



सह दुय्यम निबंधक अंधेरी-२,  
मुंबई उपनगर, जिल्हा.

प्रमाणित केलेले वी, या  
दस्तावेज पडण्या ... पाने आहेत.

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



वदर ४/६३९८/२०१०

पुस्तक क्र. मांक १, क्रमांक .....वर

नोंदला.  
दिनांक: ०७/०७/२०१०

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