

Data of Bank Receipt for GRN MH000848396201314R

Bank - IDBI BANK

Bank/Branch :  
 Pmt Txn Id : 34234212 Simple Receipt  
 Pmt DtTime : 06/12/2013 14:06:06 Print DtTime :  
 ChallanIdNo : 69103332013120650213 Pmt GRN : MH000848396201314R  
 District : 7101 / MUMBAI Office Name : 508-8317  
 REMARK : 1037 BOM2 IGR549 (BOM4)  
 REG SUB REGISTRA MUMBAI CITY 2

**DEFACED FOR RS:30000.00**  
 StDuty Comm :  
 StDuty Amt : 30000.00 AMOUNT  
 Deface Number : 0000189744201314  
 RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)  
 RgnFee Desc : 0030063301-70 / Registration Fee

**Only for verification-not to be printed and used**

Article : B25  
 Prop Mvblty : Immovable Consideration : 6,37,97,760.00/-  
 Prop Descr : Lodha PlaceThe World TowersWorld CrestUnit East 2902 , Senapati Bapat MUpper WorlMumbai  
 : Maharashtra  
 : 400013  
 Duty Payer : PAN-ADRPS1045H Pravinbhai Shah  
 Other Party : PAN-AAICS9416R Shreeniwas Cotton Mills Limited

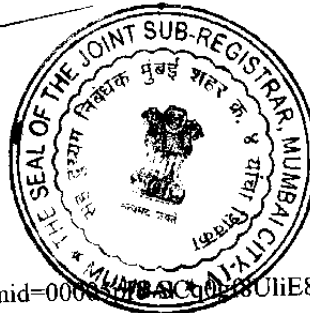
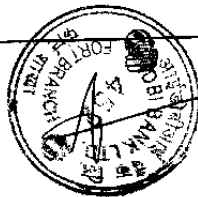
Bank Scroll No : 100  
 Bank Scroll Date : 07/12/2013  
 RBI Credit Date : 07/12/2013  
 Mobile Number : 919825186001

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Hot Payment Successful. Your Payment Confirmation Number is 34234212

CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH000848396201314R	BARCODE	Form ID : Date: 06-12-2013
Department	IGR		Payee Details
Receipt Type	RM		Dept. ID (If Any)
Office Name	IGR183-BOM2_JT SUB REGISTRA MUMBAI CITY 2	Location	PAN-ADRPS1045H
Year	Period: From : 05/12/2013 To : 31/03/2099		PAN No. (If Applicable) Full Name Pravinbhai Shah
Object	Amount in Rs.	Flat/Block No, Premises/ Bldg Road/Street, Area /Locality Town/ City/ District	Lodha Place The World Towers World Crest Unit East 2902 Senapati Bapat M Upper Worli Mumbai Maharashtra
0030045501-75	0.00		
0030063301-70	30000.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
Total	30000.00	PIN	4 0 0 0 1 3
Payment Details:IDBI NetBanking Payment ID : 34234212		Remarks (If Any) :	
Cheque- DD Details:		Amount in words Rupees Thirty Thousand Only	
Cheque- DD No.		FOR USE IN RECEIVING BANK	
Name of Bank	IDBI BANK	Bank CIN No : 69103332013120650213	
Name of Branch		Date	06-12-2013
		Bank-Branch	452 MUMBAI - FORT
		Scroll No.	



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<https://corp.idhibank.co.in/corp/BANKAWAYTRAN;jsessionid=000...> 12/6/2013



महाराष्ट्र शासन - नोंदणी व मुद्रांक विभाग  
मुल्यांकन अध्याय सन २०१७

1. दस्ताचा प्रकार :- कशरनामा अनुच्छेद क्रमांक २५(ब)
2. सादरकर्त्याचे नाव :- Pravin bhai Shah
3. तालुका :- मुंबई / अंधेरी / बोरीवली / कुर्ली
4. गावाचे नाव :- लोमर पेरल
5. नगरभुमापन क्रमांक/सर्व्हे क्र./अंतिम भुखंड क्रमांक :- ४१३, ४१४, ४१५ (पट्टे), ४४६,
6. मूल्य दरविभाग (जोन) :- १२/९३ उपविभाग
7. मिळकतीचा प्रकार :- खुली जमीन निवासी कार्यालय                      दुकान                      औद्योगिक                       
प्रति चौ.मी. दर :- २,१६,०००/-
8. दस्तात नमूद केलेल्या मिळकतीचे क्षेत्रफळ :- १९०.०० कार्गिट / विल्ट अप चौ.मीटर / ५८
9. कारणांकित :- (२) गच्ची :-                      पोटगाळा :-
10. मजला क्रमांक :- २२वा उदवाहन सुविधा                      आहे/ नाही
11. बांधकाम वर्ष :-                      घसारा :-
12. बांधकामाचा प्रकार :- आरआरसी / इतर मक्या / ~~अंधेरी~~ / कच्चे
13. बाजारमूल्य दर ताकत्यातील मार्गदर्शक सूचना क्र. :- ८१ ज्यामध्ये दिलेली सर्व्हे / आहे
14. भाडेकारूच्यात मिळकत असल्यास :- 1. त्याच्या ताब्यातील क्षेत्र (पुणे क्षेत्र) :-                       
2. नवीन इमारतीत दिलेले क्षेत्र :- बबई = ४  
3. भाड्याची रक्कम :-

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15. लिम्ब अन्ध ताब्यातच्या दस्ता :- 1. प्रतिमाह भाडे रक्कम :-                       
निवासी/अध्यासी



16. निर्धारित केलेले वारसपत्र :-
17. दस्तामध्ये दर्शविलेले

5,16,35,500/-  
2,26,00,000/-

18. कस मुद्रांक :- 89,00,090/- भरलेले मुद्रांक :- 89,00,090/-  
19. देय नोंदणी :- 30,000/-

                      
१६.६.१६.१५



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८९७ / ७१९३०
२०१३

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Nature of Document: Agreement To sell

Registration Details: Mumbai

Franking Unique No.: 02067/PB-6602

Property Description in brief: Lower Parcel

Consideration Amount: 6,37,97,760/-

Stamp Purchased: 31,90,070/-

Name of the authorized person: Pravinbhai Shah

If through Name of: Shreeniwas Cotton Mills Ltd.

Stamp Duty: 31,90,070/-

Authorized Person's full Signature: For BOI SHAREHOLDING LTD

(PRASHANT VAIDYA)  
Authorized Signatory



उपरोक्त मुद्राक फ्रँकींग अल्टा धरुयलेट लेम्य  
छात्री तपासले व एत. एम. एच. संबंधीत  
प्राधिकृत अधिकार्यांशी दुरधर्मीकरण संपर्क साधुन  
मेळ बरोबर आदळुन आला.

13/12/13  
सह दुय्यम निबंधक मुंबई शहर क्र. ४



BOI SHAREHOLDING LTD.  
Ground Floor, Room No. 8/5  
J.O. Ad. Hing Fort  
Mumbai - 400 001

(PRASHANT VAIDYA)  
Authorized Signatory

AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai 04<sup>th</sup> day of Dec, 2013

BETWEEN:

SHREENIWAS COTTON MILLS LIMITED a company incorporated under the Companies Act, 1956 and having its registered office at 216, Shah Nagar Industrial Estate, Dr. E. Moses Road, Worli, Mumbai - 400 018 hereinafter referred to as "THE COMPANY" (which expression shall unless contrary to the context or meaning thereof, mean and include their successors in title) of the

First Part.

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AND  
२०१३

05/ST/PA/C/02/04/07/2013-14/2013  
INDIA  
STAMP DUTY MAHARASHTRA  
SPECIAL  
196404  
DEC 04 2013  
02067  
196404  
190010/PB6602  
13:48

Token No: **536**

Document Type : REGISTERED

Nature Of Document : Property Document

BOI SHAREHOLDING LIMITED - FRANKING DEPOSIT SLIP  
Rotunda Bldg., Gr. Flr., Ambalal Doshi Marg,  
Fort, Mumbai - 400 001. Tel. 2272 3252, 2272 2253  
License no. : D-5/STP(V)/C.R.12/2004/1192-94 / 04  
License no. : D-5/STP(V)/C.R.1002/02/05/388 to 391  
License no. : D-5/STP(V)/C.R.1002/03/06/964-967  
License no. : D-5/STP(V)/C.R.1002/04/07/1011-14/2007

Receipt No. : 489612 Date : 04/12/2013

Pay to : BOI SHAREHOLDING LTD.

Total No. of Documents: 1	
Franking Value : Rs.	3,190,010.00
Service Chg @ Rs.10 per Doc: Rs.	.00
<b>Total : Rs.</b>	<b>3,190,010.00</b>

Name of the stamp duty paying party :  
MR. PRAVINSHAI SHAH

Payment Mode : A/c.Transfer

Trf: 3,190,010.00

Drawn on Bank : BANK OF INDIA

( For Office Use Only )

Tran  
Franking Sl. No.

(Signature)

(Franking Value x Number of Documents)

3190010 X 1

**BOI SHAREHOLDING LTD.**  
**DELIVERED FRANKED DOCUMENTS**



Handwritten mark resembling a stylized '9' or '7'.

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Mr. Pravinbhai Shah residing at 201, Abhishek Park, Athwales, Surat, Gujarat – 395007 and assessed to Income Tax under Permanent Account Number (PAN) ADRPS1045H hereinafter referred to as "THE PURCHASER" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors and administrators and permitted assigns; (b) In case of a Partnership Firm, the partners for the time being thereof, the survivors or the last survivors of them and legal heirs, executors, administrators of last survivor of them ; and his/her/their/its permitted assigns, and (c) In case of a Company/Society its successors and permitted assigns, and in all cases all persons claiming by under or through such Purchasers including his/her/their/its successors in interest) of the OTHER PART.

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

**WHEREAS:-**

A. The Company is/shall be constructing the Building (as defined herein) on the Project Land (as defined herein) being a portion of the said Property (as defined herein). The brief chain of rights of the Company in respect of the said Property has been set out in **Annexure "1"** hereto

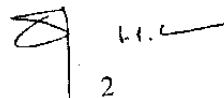
B. By a letter bearing Serial No. EEBPC/5113/GS/A dated 10-08-2010, Assistant Engineer Building Proposal City (R&R) 'E' Ward of (MCGM) inter alia granted Commencement Certificate to the Company. The said Commencement Certificate has been amended from time to time. The Company has accordingly commenced construction in accordance with the said plans. Hereto annexed and marked as **Annexure "6"** is the copy of the Commencement Certificate.



C. Pursuant to an application made by the Company and by letters bearing Serial No. BBE-3-4697/2010 dated 13th June 2010 and bearing Serial No. EEBP/5113/GS/A dated 17th June, 2010 and amended on 27th December 2011, the Assistant Engineer Building Proposal City in the Municipal Corporation of the Greater Mumbai approved inter alia the plans for construction of the Building and the Company has accordingly commenced

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construction of the Building in accordance with the said plans. Hereto annexed and marked as **Annexure "7"** is the copy of the said Plans.

D. The Company has engaged the services of architects and structural engineers for the preparation of the Structural design and drawings thereof and the construction of the Building shall be under the professional supervision of the said architects and the structural engineers as required under the bye-laws of the local authorities.

E. The Copy of the Certificate of Title of Advocate Mr. Pradip Garach showing the nature of the title of the Company to the said Property on which the Building is to be constructed is hereto annexed and marked as **Annexure "6"**. A Copy of the plan with respect to the Unit is attached herewith as **Annexure "7"**.

F. The Purchaser has approached the Company and applied for allotment of the Unit (as defined herein) in the Building and the Company has agreed to allot the said Unit. Relying upon the said application and the representations, declarations and assurances made herein, to faithfully abide by all the terms, conditions and stipulations contained in this Agreement, the Company has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Company the Unit at the consideration and on the terms and conditions hereinafter appearing.

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



**DEFINITION AND INTERPRETATION:-**

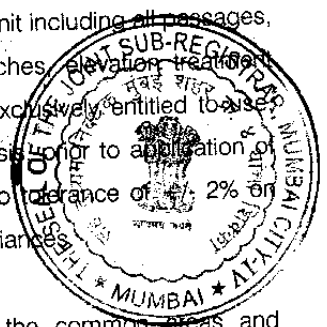
"Agreement" shall mean this Agreement together with the Schedules and Annexure hereto and any other deed and/or document(s) executed in pursuance hereof.

"Approvals" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from granted/to be granted by the competent authorities in connection with the Property /Building/ Unit and/or the development thereof including but not limited to plans, IOD, CC,

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- 1.3 "Building" shall mean the multi-storied building consisting of 59 upper floors as defined in Annexure "2" to be/ being constructed by the Company on the Project Land.
- 1.4 "Building CAM Charges" shall mean the common area maintenance charges payable by the Purchaser for inter alia the maintenance of Unit / Building and its immediate periphery within 6 meters thereof.
- 1.5 "Buildings" shall mean 4 or more multistoried buildings having several wings either residential or commercial, being or proposed to be constructed on the said Property including the said Building. The term Buildings shall also include all amenities, facilities, services, such other building or structures or otherwise required to be constructed by the Company including a government car park and a spinning unit.
- 1.6 "Building Protection Amount" shall mean the amounts specified in the Annexure "2".
- 1.7 "CAM Charges" shall mean the Federation CAM Charges and Building CAM Charges payable by the Purchaser inter alia for the maintenance of the Unit/Building/Project Land, but shall not include the Property Taxes and Society and Other Charges.
- 1.8 "CAM Commencement Date" shall mean 30 (thirty) days after the Date of Offer of Possession (for fit outs) regardless of whether the Purchaser takes the Unit or not.
- 1.9 "Carpet Area" shall mean the carpet area of the Unit including all passages, decks, balconies, service slabs, cupboards, niches, elevation treatment and/or any other area which the Purchaser is exclusively entitled to use. Such carpet area is calculated on bare shell basis prior to application of any finishes / finishing material and is subject to tolerance of  $\pm 2\%$  on account of structural, design and construction variances.
- 1.10 "Common Areas and Amenities" shall mean the common areas and amenities as are available to and /or in respect of the Unit/Building/Project.



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as the case may be and more particularly described in the Annexure "3" hereto.

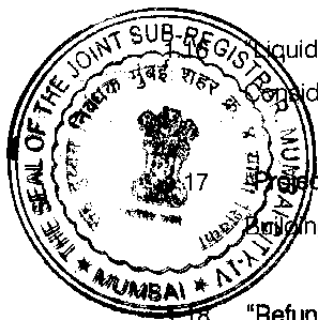
1.11 "Federation" means a federation of the ultimate organization to be/ may be formed under clause 14 hereto to manage and control the Property, the common areas and amenities upon conveyance thereof in its favour.

1.12 "Federation CAM Charges" shall mean the common area maintenance charges payable by the Purchaser for maintenance of all Common Areas and Amenities in respect of the Unit / Building /Project, but shall not include the Building CAM Charges.

1.13 "Date of Offer of Possession (for fit outs)" shall mean the date as specified in Annexure "2" herein on which the Company shall endeavor to make available to the Purchaser the Unit for fit outs subject to the receipt by the Company of the Total consideration and all other taxes and charges payable under this Agreement. This shall be the date on which the notice for readiness of the Unit for fit outs is issued by the Company plus 15 days.

1.14 "Date of Offer of Possession" shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation)

1.15 "Land/Property Tax reimbursement charges" shall mean the land/property reimbursement charges payable by the Purchaser to the Company for the period of start of construction till the Date of Offer of Possession (for Fit outs).



"Liquidated Damages" shall mean an amount equivalent to 10% of the Total consideration as defined under this Agreement plus applicable service tax.

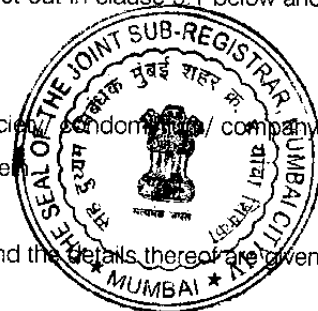
"Project Land" shall mean such piece and parcel of land on which the Building physically stands and a periphery of 6 meters around it.

1.18 "Refund Amount" shall mean the Total Consideration or part thereof paid by the Purchaser hereunder after deducting there from the Liquidated Damages and any other amount and dues payable by the Purchaser to the Company.

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- 1.19 **"Society and Other Charges"** shall mean the Society and Other Charges payable by the Purchaser set out in **Annexure "2"** hereto towards and including layout deposits, IOD deposits or permanent deposits, water connection charges, electricity connection and meter charges, betterment charges, development charges, gas/pipe gas connections charges, internet connection deposits, Telephone connection deposits, cess, levies and charges, along with applicable direct and/or indirect taxes, but shall not include CAM Charges and Property Taxes.
- 1.20 **"The said Property" or "the Property"** shall mean the lands more particularly described in Schedule of Property of this Agreement on which the development comprising inter alia of the Buildings, is planned to be carried out and shall include any contiguous pieces of land which may added to the said development over time.
- 1.21 **"Transfer"** shall mean the sale, transfer, assignment, directly or indirectly, to any third party of (i) the Unit or the interest therein and/or (ii) the benefit of this Agreement and/or (iii) (a) in case the Purchaser is a Company, directly or indirectly, (i) the change in control and/or (ii) Management and/or (iii) shareholding of not less than 25%, of the Company or its holding (b) in case the Purchaser is a Partnership Firm or an LLP, the change in constitution thereof. The term "Transfer" shall be construed liberally. It is however, clarified that the Transfer in favour of (i) a Relative (as defined under the Companies Act, 1956) or (ii) a holding/subsidiary Company (subject to (iii) (a) above) shall not constitute Transfer of the Unit.
- 1.22 **"Total Consideration"** shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit as set out in clause 5.1 below and in **Annexure "2"** hereto.
- 1.23 **"Ultimate Organization"** shall mean the society, partnership or company to be formed in the manner contemplated here.
- 1.24 **"Unit"** shall mean the Unit in the Building and the details thereof are given in **Annexure "2"** hereto.



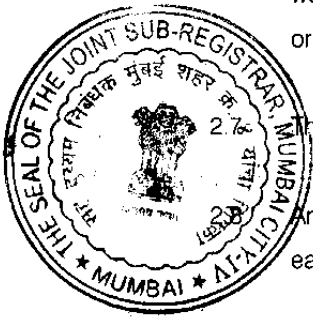
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2. RULES FOR INTERPRETATION

In this Agreement where the context admits:-

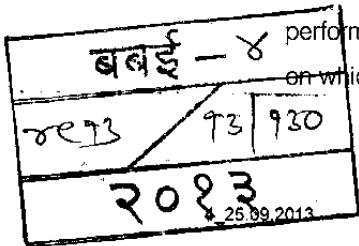
- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:-
- a) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
  - b) All statutory instruments or orders made pursuant to a statutory provision; and
  - c) Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2 Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3 Headings to clauses, sub-clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the Schedules and shall be ignored in construing the same.
- 2.4 References to recitals, clauses or schedules are, unless the context otherwise requires, are references to recitals, to clauses of or schedules to this Agreement.
- 2.5 Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6 Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.



The words "include" and "including" are to be construed without limitation.

Any reference to the masculine, the feminine and the neutral shall include each other.

- 2.9 In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done and if the last day of



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the period is not a working day, then the period shall include the next following working day.

2.10 The Purchaser confirms and warrants that the Liquidated Damages is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the Company, the ability or inability of the Company to resell the Unit, among others. The Purchaser waives his right to raise any objection to the payment or determination of liquidated damages in the manner and under the circumstances set out herein.

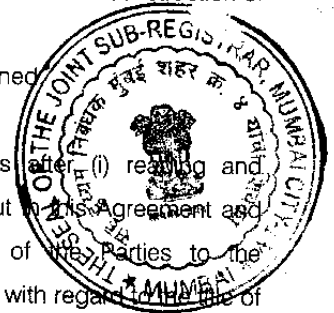
3. The recitals above shall form part and parcel of this Agreement and shall be read in conjunction with this Agreement.

4. DISCLOSURES AND TITLE

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

- a) Nature of the Company's right and title and all encumbrances.
- b) The drawings, plans and specifications.
- c) Nature and particulars of fixtures, fittings and amenities.
- d) All particulars of designs and materials to be used in construction of the Unit and the Building.
- e) The Approvals obtained and yet to be obtained.

4.2 The Purchaser confirms that the Purchaser has after (i) reading and understanding all the terms and conditions set out in this Agreement and understood the mutual rights and obligations of the Parties to the Agreement and (ii) satisfying himself in all respects with regard to the Company in respect of the said Project Land/Building/Unit and agreed to enter into and execute this Agreement. The Purchaser further confirms that the Purchaser was provided with a draft of this Agreement and had sufficient opportunity to read and understand the terms and conditions hereof. The Purchaser further confirms that the queries raised by him with



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regard to the Unit/Building/Property/Unit and the terms hereof have been responded to by the Company. The Purchaser confirms that the Purchaser has been suitably advised by his advisors and well wishers and that this Agreement is being executed with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project Land/Building/Unit and the implication of the terms and conditions contained in this Agreement.

5. **AGREEMENT TO SELL AND CONSIDERATION**

5.1 The Purchaser hereby agrees to purchase/acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for an aggregate lump sum consideration of the Total Consideration set out in **Annexure "2"** hereto subject to (i) the terms and conditions mentioned herein and/or the Approvals. The Total Consideration is exclusive of any sums or amounts including contribution, cess, levies, fees, deposits, CAM charges, Property Taxes, Society and Other charges of any nature whatsoever as are or may be applicable and/or payable hereunder or in respect of the Unit or otherwise (present or future) and all such amounts shall be entirely borne and paid by the Purchaser on demand being raised by the Company.

5.2. The Total Consideration shall be paid in installments to the Company from time to time in the manner more particularly described in **Annexure "2"** hereto, time being of the essence. The Purchaser acknowledges that the 'Construction Progress Linked Payment Plan' offers several advantages to the Purchaser, including that the installment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed. This significantly reduces the risk of the Purchaser as compared to the 'Time Linked Payment Plan' option and the Purchaser has entered into this Agreement after taking into account the advantages and risks of the 'Construction Progress Linked Payment Plan'. The Company has agreed to accept the aforesaid Total Consideration on the specific assurance of the Purchaser that the Purchaser:-

(i) shall make payment of the installments as stated in **Annexure "2"**

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(iii) Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a major breach of the terms of this agreement by the Purchaser.

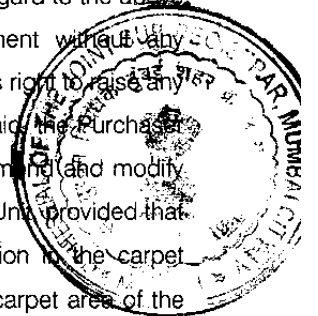
5.3. It is clarified and the Purchaser accords his irrevocable consent to the Company to appropriate any payment made by him/her/it, notwithstanding any communication to the contrary, in the following manner:

- (i) **Firstly** towards any cheque bounce charges in case of dishonour of cheque or any other administrative expense incurred by us towards your booking
- (ii) **Secondly**, towards interest as on date of delayed payments
- (iii) **Thirdly**, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and taxes payable in respect of the Unit;
- (iv) **Fourthly**, towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement

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

## 6. CONSTRUCTION AND DEVELOPMENT

6.1 The Company shall, subject to the terms hereof, construct the Building in accordance with the approvals and/or plans, designs and specifications and amendments thereto as approved by the concerned local authority. The Purchaser is aware that while the Company has obtained some of the Approvals certain other Approvals are awaited. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard. Without prejudice to the aforesaid, the Purchaser hereby confirms that the Company shall be entitled to amend and modify the plans of the Project, the Buildings, the Building or the Unit provided that such amendment/modification shall not result in reduction in the carpet area of the Unit. It is clarified that in the event, the final carpet area of the Unit is more than the Carpet Area agreed to be provided hereunder, the Purchaser agrees and undertakes to pay additional consideration to the



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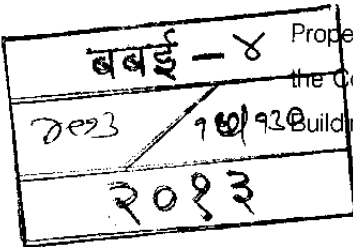
Company for such excess area on pro rata basis, based on the Total Consideration stated in clause 5.1 hereinabove.

6.2 The Company reserves to itself, without any demur or objection of the Purchaser, the right to lay out further additional construction on the said Property. The Purchaser is aware that the Company is developing and constructing the Buildings on the said Property and may construct further upper floors on the Building and/or the Buildings on the said Property, as aforesaid, by using the available and/or acquired FSI/TDR/any other available means of development. The Purchaser hereby accords his unconditional and irrevocable consent to the Company for the construction of the Buildings and additional upper floors on the Building. The Purchaser has no objection and undertakes not to raise any objection and the rights of the Purchaser to make any such claims and the rights if any in this regard are and shall be deemed to have been waived.

6.3 The Company, if permitted by the appropriate authorities, reserves to itself the right to transfer the construction permissible on the said Property or transfer to the said Property for construction permissible on any other property and lay out such construction accordingly at any time. The Purchaser hereby accords his irrevocable consent to the same and undertakes not to raise any objection to such construction by Company and waives his rights to raise such objection or make any claims in that regard.

6.4 The Company shall be at liberty and is entitled to complete any portion/floor/wing/part of the Building and apply for and obtain Part Occupation Certificate thereof. When offered, the Purchaser shall be obliged and undertakes to take Unit for possession (for fit outs) on the basis of such Part Occupation Certificate which relates to the Unit. In such an event, the Company shall, without any hindrance or objection by the Purchaser, be entitled to carry out by itself or through its contractors or otherwise the remaining work in respect of the Building and/or the Property even if the same causes any nuisance and annoyance to the Purchaser.

6.5 The Purchaser agrees that till such time that the conveyance of the said Property in favour of the Federation or Ultimate Organizations is executed, the Company shall retain with itself all the rights on the terrace of the said Building either by themselves or through their nominee(s) or assignees as



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the case may be (including the right to exclusively commercially exploit the same including but not limited to installing antennae of various telecom and other service providers) and the Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. Subject to the aforesaid, the Company shall be at absolute liberty to allot/assign the said right to such person/s in the manner as they may deem fit and proper.

7. **SECURITIZATION OF THE TOTAL CONSIDERATION**

The Purchaser hereby accords/grants his irrevocable consent to the Company to securitize the Total Consideration and/or part thereof and the amounts receivable by the Company hereunder and to assign to the banks / financial Institutions the right to directly receive from the Purchaser the Total Consideration / or part thereof. The Purchaser upon receipt of any such intimation in writing by the Company agrees and undertakes, to pay without any delay, demur, deduction or objection to such Bank / Financial Institutions, the Total Consideration or part thereof and/or the amounts payable herein. The Company covenants that the payment of such balance Total Consideration or part thereof in accordance with the terms hereof, by the Purchaser to the Bank / Financial Institutions, shall be a valid payment of consideration or part thereof and discharge of his obligations hereunder.

8. **LOANS AGAINST THE UNIT**

8.1 It is hereby expressly agreed that notwithstanding that the Purchaser approaches/has approached any Banks/Financial Institutions for availing of a loan in order to enable the Purchaser to make payment of the Total Consideration or part thereof in respect of the Unit to the Company and/or mortgaged/mortgages the Unit with such Banks/Financial Institutions (which is to be subject to issuance by the Company of a No-Objection Letter in favour of such Banks/Financial Institutions) for repayment of the loan amount, it shall be the sole and entire responsibility of the Purchaser to ensure that the timely payment of the Total Consideration or the part thereof and/or the amounts payable hereunder. Further, the Company shall not be liable or responsible for the repayment to such Banks/Financial Institutions of any such loan amount or any part thereof taken by the Purchaser. All costs in connection with the procurement of such loan and mortgage of the Unit and payment of charges to banks, institutions, shall be solely and exclusively borne and incurred by the Purchaser.



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provisions hereof, it is clarified that until all the amounts (including total consideration, contribution, CAM Charges, Property Tax, Society and Other Charges, any other costs, expenses, penalties payable on or before the Date of Offer of Possession (for Fit Outs) payable hereunder have not been paid, the Company shall have a lien on the Unit to which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

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


8.3 The Purchaser shall indemnify and keep indemnified the Company and its successors and assigns from and against all claims, costs, charges, expenses, damages and losses which the Company and its successors and assigns may suffer or incur by reason of any action that such Banks/Financial Institutions may initiate on account of such loan or for the recovery of the loan amount or any part thereof or on account of any breach by the Purchaser of the terms and conditions governing the said loan in respect of the Unit. .



#### CAR PARKING

The Purchaser is aware that as a part of the Building and as a common amenity, the Company is constructing several car parking spaces to be used by the purchasers of the units of the Building/s. At the request of the Purchaser, the Company hereby allocates to the Purchaser car parking spaces as set out in **Annexure "2"** hereto (hereinafter referred to as "**the said Car Parking Spaces**"). The exact location of the Car Parking spaces allocated to the Purchaser shall be finalized by the Company at the time of handing over the possession of the Unit. The Purchaser is aware that the

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Company has in the like manner allocated and shall be allocating other car parking spaces to several purchasers of the units in the Building/s and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organization and/or execution of Conveyance, as contemplated herein, cause such Ultimate Organization/Federation to confirm and ratify and shall not and/or shall cause the Ultimate Organization not to alter or change the allocation of car parking spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the Unit in the Building.

10. **REGISTRATION**

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

11. **FIT OUTS AND POSSESSION**

11.1 Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Company shall endeavor to provide the Unit to the Purchaser for fit outs on or before the date as set out in **Annexure "2"** hereto. The Company shall endeavor to make all necessary submissions to obtain the occupation certificate in respect of the Unit of the Building and make available the key Common Areas and Amenities in respect of the Building within a period of 1 (One) year from the Date of Offer of Possession (for Fit Outs) as set out in **Annexure "2"** hereto and this shall be deemed to be the final possession of the Unit.



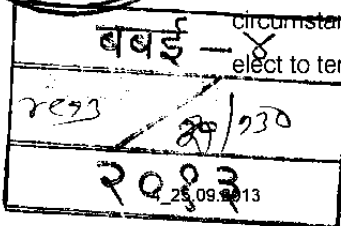
11.2 The Company shall without being liable to the Purchaser, be entitled to a grace period of 1 (One) year beyond the aforesaid dates mentioned in the

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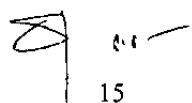
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Clause 11.1. The date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation) shall be deemed to be the "Date of Offer of Possession".

11.3 **Delay in handover of possession (for fit outs)** Subject to the provisions of Clause 11.5 hereof and the Purchaser having paid all the amounts due and payable hereunder, in the event the Company fails to offer the possession of the Unit for fit outs by the date stated in **Annexure "2"** and the aforesaid grace period, then within 30 (thirty) days of expiry of such grace period, the Company shall inform the Purchaser the revised date by which the Unit is likely to be ready for being offered for possession for fit out. Upon expiry of such grace period, the Purchaser may elect to continue with this Agreement in which case, the date of offer of possession for fit outs mentioned in **Annexure "2"** shall stand revised to and substituted by the revised date of offer of possession for fit outs as communicated by the Company. Alternatively, the Purchaser may by giving notice in writing elect to terminate this Agreement. Provided that such right to terminate shall be exercised by the Purchaser within a period of 90 days from the expiry of the aforesaid grace period. In the event, the letter of termination is not received by the Company within the said period of 90 days or is received after the said period of 90 days, the Purchaser shall, without the Company being liable to the Purchaser, be deemed to have elected to continue with the Agreement to Sell and the Purchaser shall deemed to have waived his right to terminate this Agreement. In the event that the termination is done within 90 days from the expiry of the aforesaid grace period, the Company shall refund to the Purchaser the Total Consideration amount or part thereof paid by the Purchaser in 12 equal monthly installments through post dated cheques together with simple interest thereon at the rate of 12% per annum from the date of receipt of the Total Consideration or part thereof till repayment. The first monthly installment shall commence from the 13th month of the date of receipt of the said letter of termination and ending on the 24th month thereof.



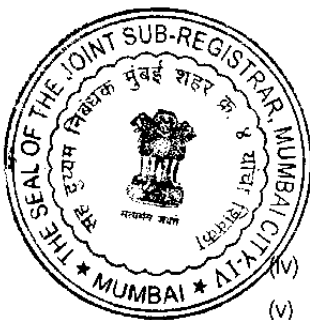
Due to regulatory and/or legal reasons, wing in which the unit is located is cancelled or construction activity in the said wing has to be stopped for a period exceeding 6 months: Notwithstanding the provisions hereof, in such circumstances, either Party may, by giving notice in writing to the other, elect to terminate this Agreement. Provided that such right to terminate shall



be exercised within 90 (Ninety) days of the Company intimating to the Purchaser the existence of the situation aforesaid. In the event of such termination, the Company shall be liable to refund to the Purchaser the Total Consideration or part thereof paid by the Purchaser in respect of the Unit in 12 (twelve) equal monthly installments through post dated cheques together with simple interest thereon at 12% per annum from the date of receipt of the Total Consideration or part thereof by the Company till the date of repayment. The first of such installment shall commence from the 13th month from the date of letter of termination till the 24th month thereof. In the event neither Party terminates this Agreement under this clause within the said period of 90 (Ninety) days, the Parties shall, without being liable to the other, be deemed to have agreed to continue with the Agreement and waived their right to terminate this Agreement except that the date of offer of possession of the Unit shall stand extended by the period during which the reasons aforesaid continue to exist.

11.5 Notwithstanding the provisions hereof, the Company shall without being liable to the Purchaser be entitled to reasonable extension of time for making available the Unit for fit out or completion of said Building beyond the aforesaid dates mentioned in Clause 11, if the same is delayed for reasons beyond the control of the Company including on account of:-

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



11.6 The Purchaser shall take the Unit within 15 (fifteen) days of the Company giving written notice to the Purchaser intimating that the Unit is ready for fit

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out. In the event the Purchaser fails and /or neglects to take the Unit within the said period, the Purchaser shall in addition to the CAM Charges, be liable to pay to Company compensation calculated at the rate of Rs. 10/- per sq. ft of the carpet area per month or part thereof from the Date of Offer of Possession (for Fit-Outs) till such time the Purchaser takes the Unit. Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken the Unit from the expiry of the 15<sup>th</sup> day of the date of the said written notice. The Purchaser shall alone be responsible/liable in respect any loss or damage that may be caused to the Unit from the expiry of 15 (fifteen) days from the Date of Notice of Possession (for Fit Outs).

12. **DEFECT LIABILITY**

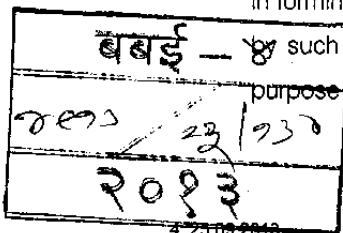
If within a period of 12 (twelve) months from the Date of Offer of Possession (for Fit Outs) the Purchaser brings to the notice of the Company any defect in workmanship of the Unit or the material used thereon (wear and tear and misuse excluded), wherever possible, such defects (unless caused by or attributable to the Purchaser) shall be rectified by the Company at their own costs. In the case it is not possible to rectify such defects, and then the Purchaser shall be entitled to receive from the Company reasonable compensation for rectifying such defect, based on the estimated cost of rectifying such defect as may be determined by the Project Architect of the Company. Provided that the liability of the Company under this clause shall not exceed Rs. 10,00,000/- (Rupees Ten Lakhs Only)

13. **SET OFF / ADJUSTMENT**

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

14. **ULTIMATE ORGANIZATION**

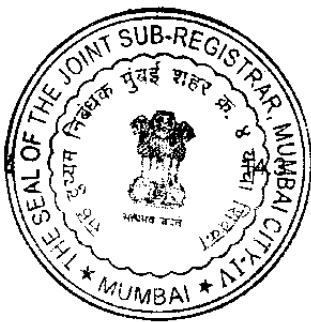
14.1 The Purchaser along with other purchasers of Units in the Building shall join in forming and registering the Ultimate Organization/Federation to be known by such name as the Company may in its sole discretion decide for this purpose and from time to time sign and execute the application for



*[Handwritten signature]*  
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registration and other papers and documents necessary for the formation and the registration of the Federation and/or Ultimate Organization and duly fill in, sign and return to the Company within 7 (seven) days of the same being forwarded by the Company to the purchasers, so as to enable the Company to register the Federation/Ultimate Organization.

14.2. The Purchaser hereto agrees and confirms that the Unit is situated in the Project Land and that the Project Land shall be conveyed to the Federation of Ultimate Organization (s) (if applicable)/ Ultimate Organization (if Federation is not applicable). Such conveyance shall be executed at any time after the operations of the Building are taken over by the Ultimate Organization and upon request of the Federation of Ultimate Organization (s) (if applicable)/Ultimate Organization (if Federation is not applicable) to such effect, and subject to the entire consideration and all outstanding dues being paid by each of the unit purchasers who has purchased a unit in the said Building. Any conveyance executed prior to the completion of the entire development on the said Property shall only be in relation to the structure of the Building along with the FSI consumed in such Building and subject to the right of the Company to dispose off any unsold flats,, if any and receipt of the entire consideration amount and outstanding dues from the flat purchasers consume entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of the government or local authority on the said Property and to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise. It is understood that there may be portions of the said Property which do not form part of the Project Land and such portion(s) of the said Property beyond the Project Land may be used for any purpose as permitted in the regulations/law by the Company and the Federation/Ultimate Organization shall have no claim or control over the same.



The Purchaser agrees and undertakes to cause the Ultimate Organization to ratify and confirm that the name of the Building/Federation and/or Ultimate Organization shall not be changed without the prior written consent of the Company. The Purchaser is also aware for various other buildings to be constructed on the said Property, various such ultimate organizations may be formed as per the terms decided between the Company and the purchasers in the said Buildings.

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

14.5 It is clarified and the Purchaser agrees and understands that irrespective of the Unit being given to the Purchaser and/or the management being given to the ad-hoc committee of the unit purchasers and/or conveyance of the said Property being conveyed to the Federation/Ultimate Organization, as the case may be, the rights under this Agreement reserved for the Company including for exploiting the potentiality of the said Property shall be subsisting and shall continue to vest in the Company and the Purchaser in this regard for himself and the Ultimate Organization and the Federation waives all his rights in that regard and undertakes and/or cause the Ultimate Organization and/or the Federation not to claim any such rights.

14.6 The Company hereby agrees that they shall before execution of a Deed of Conveyance in favour of the Federation, as contemplated herein, make full and true disclosure of the nature of the title to the said Property as well as encumbrances and/or claims, if any in/over the said Property. The Company shall, as far as practicable, ensure that upon such conveyance of the said Property in favour of the Federation, is as far as practicable free from encumbrances. The Federation shall bear and pay all out of pocket expenses including stamp duty and registration charges, if any and the professional fees of the advocates engaged for the aforesaid purpose.



**FACILITY MANAGEMENT COMPANY**

15.1 The Purchaser is aware that the Buildings including the Building and maintenance of the common areas and amenities of the Building/Property the provision of services including the Club shall be managed by a Facility Management Company (FMC) appointed by the Company for a period upto 60 (sixty) months commencing from the date of offer of the Unit for

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possession (for fit outs) and thereafter, which may be decided by the Ultimate Organization/Federation. The Purchaser along with the other purchasers of the Units shall be entitled to avail of the services to be provided or arranged by or through the FMC at a cost or charges that may be fixed by the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the Purchasers of the Unit and/or Units in the Building. These common costs shall be shared by all such purchasers on pro-rata basis determined by the Company and/or FMC, which determination shall be binding on the Purchaser.

15.2 The Purchaser agrees and undertakes to cause the Ultimate Organization/Federation to be bound by the rules and regulations that may be framed by the FMC from time to time. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organization/Federation to ratify the appointment of the FMC as aforesaid.

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

- i. Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 30 (thirty) years
- ii. Upon formation of the Ultimate Organization, the Ultimate Organization shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.

The Company shall be entitled to first recover the cost of inter alia fit outs, furnishings and equipment provided by the Company for such FSI Free Constructed Spaces, along with interest thereon @ 12% p.a. (calculated from date of investment till the date of repayment) from the



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profit share/revenue share/rent payable by the third parties/operators. Any amount from the profit share/revenue share/rent payable by the third parties/operators in excess of this shall be paid to the Ultimate Organization only and the Company shall not have any right in such amount.

iv. Any external members of such facility (ies) shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.

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

16. **COMMON AREAS AND AMENITIES, RESTRICTED AREAS AND AMENITIES AND CLUB**

16.1 The Company shall make available the Common Areas and Amenities as set out in **Annexure "3"** hereto.

16.2 **Restricted Areas and Amenities**

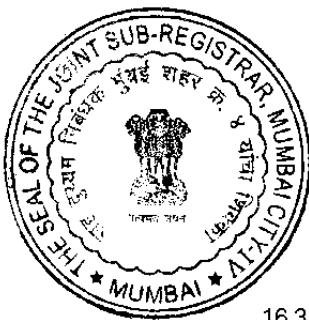
Upon making full payment of all amounts due under this Agreement and completion of the Building, the Purchaser shall be entitled to use the facilities of the club and spa ("**CLUB and SPA**"), which is proposed to be constructed on the portion of the said Property under the control of FMC or any other person nominated by the FMC. The number of club members permitted to use the **CLUB and SPA** is as stated in **Annexure "2"** hereto. For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the FMC from time to time. Similarly, charges for any guests shall be determined by the FMC. The membership will be subject to the terms and conditions, rules and charges, as may be framed /levied from time to time by the operator(s) of "**CLUB and SPA**". The Purchaser hereto is aware that the Company is constructing one or more club/s in the Property

and the Purchaser shall have access only to the club/s in respect of his Building. The Purchaser undertakes to be bound by the rules framed by the



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FMC/Company with regard to the access to the **CLUB and SPA** in the Project and the Purchaser hereby waives his right to raise any objection in this regard. The right to use the facilities at the **CLUB and SPA** shall be personal to the Purchaser of the Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever. In the event that the Unit in the Building is sold/transferred by the Purchaser then the Purchaser shall be deemed to have transferred the right to utilize the said facilities as well as the membership to the then purchaser/transferee of the Unit. It is, however, clarified that that the Company/Operator shall be entitled to grant membership rights to such other person(s) as they may deem fit to be and the Purchaser shall not be entitled to object to the same. The Purchaser shall be obliged to pay the charges, if any, levied by the operator of the **CLUB and SPA** for specific service(s) availed of by the Purchaser. The Purchaser shall, in addition to the Total Consideration and other amounts payable hereunder, at the time the Unit is made available to the Purchaser for fit-outs, be obliged to and agrees to pay to the Company towards non-refundable club one time admission service amount as set in **Annexure "2"** hereto in respect of the CLUB and SPA operated by Six Senses from the month the services of the CLUB and SPA are made available to the purchasers of the units in the Building. The Amount mentioned in **Annexure "2"** also covers the usage fees for the tenure of the first 12 months. Post the expiry of 12 months, the Operator of the Club may impose a suitable usage fee which will have to be borne by the resident. It is clarified that certain facilities shall have usage charges in addition to the said club membership charges and same shall be payable on or before the Date of Offer of Possession (for fit outs), as specified by the Company, along with applicable taxes. The membership to the **CLUB and SPA** shall be renewal on such the terms, conditions and charges may be imposed by the Operator of the **CLUB and SPA**, as the case may be. The Purchaser is aware and agrees that the Club may be ready for use upto 12 month after Date of Offer of Possession and in the period between Date of Offer of Possession and opening of the club, the Purchaser shall be entitled to 10% discount/credit on the Federation CAM charges.



16.3 It is proposed that the FMC shall procure that the Club and Spa shall be managed, operated, designed and planned by Six Senses Resorts Private Limited for a period of 15 years from the date of services being made available on the terms and conditions and rules and regulations framed and

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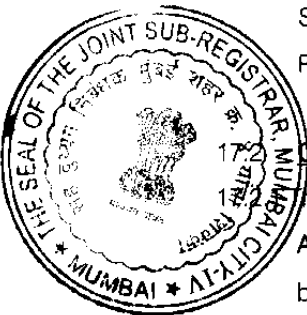
charges levied by the Company/FMC. The Purchaser hereby agrees, confirms and declares that the said "CLUB and SPA" shall always remain the property of the Company. It is further proposed that the FMC shall procure Quintessentially Limited to provide Concierge Services like Travel Bookings, Restaurants and Night Clubs Booking, Entertainment, Sports, Events and Culture, Shops, Services, Health and Beauty on the terms and conditions and rules and regulations framed by the Company/FMC. The Purchaser's membership to Quintessentially Concierge Service shall be valid for a period of 12 months from the date of activation. The Purchaser along with the other purchasers of Units in the Project shall be entitled to avail of the services to be provided or arranged by or through the FMC at a cost or charges that may be fixed by the FMC. All common costs, charges and expenses that may be claimed by the FMC shall be to the account of and borne by the purchasers of the Units and/or units in the Building/Project. These common costs shall be shared by all such purchasers on a pro-rata basis determined by the Company and/or FMC which determination shall be binding on the Purchaser.

16.4 The Company does not warrant or guarantee for use, performance or otherwise provided by the operator of the **CLUB and SPA**. The Parties hereto agree that the Company shall not be responsible and/or liable in connection with any deficiency or the performance/non performance of the services or otherwise provided to the Purchaser.

17. **CHARGES, PROPERTY TAXES AND EXPENSES**

17.1 **SOCIETY AND OTHER CHARGES**

The Purchaser shall on or before the Date of Offer of Possession (for fit outs), in addition to the Total Consideration, pay to the Company the Society and Other Charges set out in **Annexure "2"** hereto, CAM Charges, Property Tax and Building Protection Deposit.



17.2 **CAM CHARGES**

The Purchaser shall pay the CAM Charges at the rate as set out in **Annexure "2"**. These CAM Charges shall be estimated/calculated on the basis of the basis of 'costs incurred by the FMC' + 20% margin (excluding utility costs). The 'costs incurred by FMC' shall include all direct costs and indirect costs / overheads allocable to the providing of the CAM services for the said Building. However, the said CAM charges shall not include the cost

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associated with Diesel (or any other fuel) consumption and electricity/HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actual. Further, Property Taxes shall not form part of the CAM charges and same shall be dealt with as per the Clause 17.3.

17.2.2 The Purchaser shall be obliged to pay the same in advance on/before the 1st day of each quarter. The Purchaser shall be liable to pay interest at 18% p.a., quarterly compounded, for any delayed payment.

17.2.3 The FMC shall provide reconciliation of the expenses towards CAM charges on/before 30th June after the end of the relevant Financial Year and the Parties hereto covenant that any credit/debit thereto shall be settled on/before 30th August.

17.2.4 For the purposes of avoidance of doubt, it is clarified that the CAM Charges shall commence from 30 (thirty) days after the Date of Offer of Possession (for fit outs), regardless of whether the Purchaser takes such possession (for fit outs) or not. Such date shall be referred to as "CAM Commencement Date". In such cases that the unit/s are sold after the Date of Offer of Possession (for fit outs), the CAM for the unit shall commence from the date of which the last installment of the consideration amount (excluding society, maintenance and equivalent charges) is payable as per the agreed terms of allotment plus 15 (fifteen) days.

17.2.5 The Purchaser is aware that the CAM charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors (currently estimated @ 7.5%-10% p.a.). Further, these charges are subject to the revision every 12 months after the Date of offer of Possession (fit outs) by 7.5%-10% p.a. In case the increase is to be higher than this amount, the same will have to be mutually agreed between the Purchaser and the FMC.

17.2.6 The Purchaser undertakes to make payment of the estimated CAM charges for the first 18 (eighteen) months & estimated Federation CAM charges for the first 30 months within 30 (thirty) days from the date of offer of the Unit for Fit Outs.



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17.2.7 In addition to the aforesaid Building CAM Charges the Purchaser shall pay Federation CAM charges, at the rate set out in **Annexure "2"** per month i.e. for maintenance of those areas within the larger development which physically fall outside the notional boundary of the relevant Ultimate Organization (or equivalent) and/or for those services which are largely shared between different Ultimate Organization/s (or equivalent) forming part of the larger development. The Purchaser shall be obliged to pay the same on/before the 1st day of each quarter. Any delayed payment of the said amount shall carry interest at 18% p.a. quarterly compounded.

17.2.8 The Federation CAM Charges shall be payable from the CAM Commencement Date. The Federation CAM Charges shall continue to be payable by the Ultimate Organization/Condominium/Management Company to the Federation, quarterly in advance, even after the management of the building(s) is taken over by such entity. The right to set the Federation CAM Charges rests solely with the Federation (and with the Company till such time that the Federation takes over) and is expected to increase at 7.5%/per annum from the aforesaid estimate.

17.3 **PROPERTY TAXES**

17.3.1 The property tax, as may be determined from time to time, shall be borne and paid by the Purchaser, separately from any of other consideration / levy / charge/ CAM Charges, etc. The said amount shall be paid by the Purchaser on/before 30th April of each financial year, based on the estimate provided by the FMC, which shall provide the said estimate on/before 15th April of the said financial year. The Purchaser shall be liable to pay interest at 18% p.a., quarterly compounded, for any delayed payment. The actual amount paid for the property tax shall be reconciled and paid back / balance paid in the month of March of the said Financial year. For the purposes of this Agreement, the Financial Year is assumed to be from April March.



Property tax shall be collected on the basis of applicability from CAM Commencement Date (as defined herein). The actual amount of Property Tax payable shall be as per the demand(s) raised by the concerned authorities and at upon receipt of such demand, the Company shall pay the amount collected from all the purchasers of the said wing/Building directly to the authorities and provide the receipt for the same to the Ultimate

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Organization. If there is any shortfall between the amount deposited with the Company by the Purchasers towards 'Property Tax' and the demand raised by the authorities ("**Shortfall Amount**"), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same to the Company is paid within 7 (seven) days of such intimation. The Company shall not be responsible for any penalty/delay/action on account of such Shortfall Amount and the same shall entirely be to the account of the Purchasers. In case there is any surplus amount collected vis-à-vis the demand raised by the authorities, the same shall be handed over to the Ultimate Organization at time of handover of the affairs of the Ultimate Organization to the Purchasers.

17.3.3 The Purchaser undertakes to make payment of the estimated property tax for the first 18 (eighteen) months simultaneously with the CAM Charges amount becoming payable as per the terms stated herein.

17.4. **BUILDING PROTECTION DEPOSIT**

17.4.1 The Purchaser shall within 15 (fifteen) days from the date of offer of the Unit for fit outs, pay to the Company, the Building Protection Deposit set out in **Annexure "2"** hereto.

17.4.2 The Building Protection Deposit shall be returned to the Purchaser after completion of fit-out work by the Purchaser and subject to the possession policy and permissible changes policy of the Company. In the event that the Purchaser violates/fails to comply with the possession policy and permissible changes policy of the Company/FMC, then the Purchaser undertakes to rectify/restore the Unit within 15 (fifteen) days at his costs, expenses and risk. In the event that the Purchaser fails to rectify/restore the Unit within the time period stated hereinabove, the Company /FMC shall be entitled to rectify/restore the Unit at the costs and risk of the Purchaser. The costs and expenses incurred by the Company /FMC in this regard shall be recovered from the Building Protection Deposit. The Company /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment etc. The Purchaser hereto provides unconditional and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the



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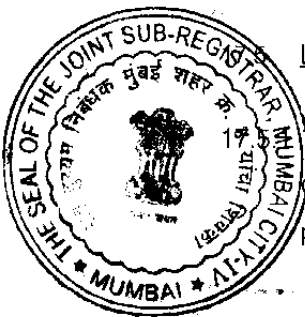


same and waives all his/her/its rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company /FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Purchaser refrains from paying the extra amount, the same shall be adjusted from the CAM charges duly paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organization, at the time same is formed.

17.4.3 The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all fit-out or interior works in the Unit. On receiving this notification, the Company representatives/nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the customer are in adherence to permissible changes policy then the Building Protection Deposit will be returned.

17.4.4 In the event the of any violations are observed by the Company's representatives/nominees then same will be intimated to the Purchaser and the Purchaser shall get the same rectified within 30 (thirty) days from the date of at the said intimation at his / her/its cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard – these costs, shall be recovered from the Building Protection Deposit.

17.4.5 Notwithstanding anything contained herein, in case of cheque being dishonored, an extra penalty of 36% per annum on the amount of Building Protection Deposit will be payable by the Purchaser.



LAND/PROPERTY REIMBURSEMENT TAX

The Purchaser undertakes to pay the Company on or before the Date of Offer of Possession, the land/property reimbursement charges for the period of start of construction till the Date of Offer of Possession (for Fit

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outs) for the amounts specified in Annexure "2" herein. The Purchaser is aware that the Land/Property Reimbursement Tax stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company. Any delayed payment of the said Land/Property Reimbursement Tax shall carry interest at 18% p.a. quarterly compounded from the due date till the date of realization.

17.6 Any delay or default in payment of the said amounts under this Clause 17 shall constitute a breach of the terms of this Agreement and the Purchaser shall also be liable to pay interest thereon calculated at 18% per annum compounded quarterly.

17.7 The Company shall maintain a separate account in respect of sums received by the Company from the Purchaser as advance or deposit, sums received on account of the share capital for the promotion of the Ultimate Organization towards the outgoings, legal charges and shall utilize the amount only for the purposes for which they have been received

18. TAXES AND LEVIES

The Purchaser agrees that all levies, charges, cess taxes (direct or indirect), assignments of any nature whatsoever (present or future), including but not limited to Service Tax and Value Added Tax (VAT), GST, Stamp Duty, Registration Charges as are or may be applicable and/or payable on the Total Consideration, Society and Other Charges in respect of the Unit or otherwise shall be solely and exclusively borne and paid by the Purchaser.

19. INTEREST

The Purchaser agrees to pay to the Company interest at 18 percent per annum, quarterly compounded, on all the amounts including the Total Consideration or any part thereof, which become due and payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company, till the date of realization of such payment. The Purchaser confirms that the payment of interest by the Purchaser shall be without prejudice to the rights and remedies of the Company and shall not constitute a waiver by the Company, unless specifically provided by the Company in writing. The Purchaser confirms and accepts that the rate of



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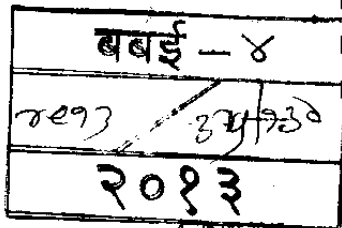
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interest prescribed in the Agreement is just and reasonable having regard to the huge costs involved in the procurement of the rights in respect of the Property, the development of the Property, the cost of the funds at which lenders generally provide funding to developers and/or the loss or damage likely to be caused on account of default/delay in payment of the amounts by the Purchaser hereunder. The Purchaser also confirms and agrees that the rate of interest payable by the Company upon refund of the Total Consideration or part thereof under Clauses 11 is just and proper having regard to the rate of interest at which the loans are made available by the Bank and Home Finance Companies to the individual purchasers for purchase of the units and the Purchaser waives his right to raise any objection or make claims to the contrary, in that regard.

20. **PURCHASER'S COVENANTS**

The Purchaser for himself with intention to bring all persons into whose hands the Unit may come, doth hereby covenant with the Company as follows:-

- a. To maintain the Unit at the Purchaser's own cost in good tenable repair and proper condition from the Date of Offer of Possession (for Fit Outs) and shall not do or suffer to be done anything in or to the Building in which the Unit is situated, or to the staircase or any passages in which Unit may be situated against the rules, regulations or bye-laws or concerned local or any other authority or change / alter or make addition in or to the Building in which the Unit is situated and the Unit itself or any part thereof.
- b. The Building name shall not be changed at any time by the Purchaser or the Ultimate Organization without the prior written consent of the Company.
- c. The Purchaser shall only upon obtaining and after receipt of the Occupation Certificate, use the Unit or any part thereof or permit the same to be used for purpose of residence and not for commercial use or as a guest house by whatsoever name and shall use the Car Parking Space only for purpose of keeping or parking the Purchaser's own vehicle/s.
- d. The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules made there under or any statutory amendment(s)



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modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Company with such permission, approvals which would enable the Company to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 as amended from time to time. The Company accepts no responsibility/liability in this regard. The Purchaser shall keep the Company full indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Company immediately and comply with necessary formalities if any under the applicable laws. The Company shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Unit applied for herein in any way and the Company shall be issuing the payment receipts in favour of the Purchaser only.

- e. Not to store in the Unit 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 Unit 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 Unit is situated, including entrances of the Building in which the Unit is situated and in case any damage is caused to the Building in which the Unit is situated or the Unit on account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of the Breach

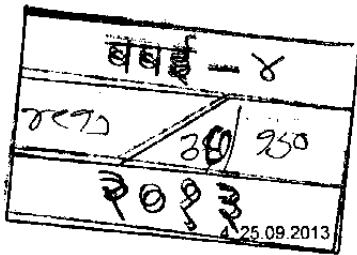


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- f. To carry at his own cost, all internal repairs and maintain the Unit in the same condition, state and order in which it was delivered by the Company to the Purchaser and shall not do or suffer to be done anything in or to the Building in which the Unit is situated which may be given as per the rules, regulations and bye-laws of the concerned local authority or other public authority. And in the event of the Purchaser committing any act in contravention of the above provision, the Purchaser shall be responsible and liable for the consequences thereof to the concerned local authority and / or other public authority.
- g. Not to carry out any additions or alterations in the Unit and/or Building which affect the structure, façade and/or services of the units/wing (including but not limited to not making any change or to alter the windows and/or grills provided by the Company) and the Company shall not be responsible, if additions and alterations are done in the Unit and/or the Building by the Purchaser (or any agent thereto), in violation of building regulations.
- h. Not to make any changes to the common area/lobby and structural changes in the Building. The Purchaser shall not relocate brick walls onto any location which does not have a beam to support the brick wall. The Purchaser shall not change the location of the plumbing or electrical lines (except internal extensions). Further, the Purchaser shall not change the location of the wet/waterproofed areas. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company as amended from time to time.
- i. Not to demolish or cause to be demolished the Unit 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 Unit or any part thereof, nor any alteration in the elevation and outside color scheme of the building in which the Unit is situated and shall keep the portion, sewers, drains pipes in the Unit 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 Unit is situated and shall not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural members in the Unit without the prior



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written permission of the Company and/or the Ultimate Organization.

- j. Not to do or permit to be done any act or thing which may render void or voidable any insurance of the portion of the said Property and the Building in which the Unit is situated or any part thereof or whereby any increase in the premium shall become payable in respect of the insurance.
- k. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the Unit in the compound or any portion of the said Property and/or the Said Building in which the Unit is situated.
- l. Ensure and cause the Ultimate Organization that the Building is painted once every 5 years and kept in good and proper condition.
- m. Not to put any wire, pipe, grill, plant, outside the Unit and not to dry any clothes and not to put any articles outside the Unit or the windows of the Unit.
- n. The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). Further, the Purchaser shall also be given the opportunity for inspecting the Unit prior to taking possession (for fit outs).
- o. Not to put any claim in respect of the restricted amenities including open car parking space, open space, stilt parking, hoarding, gardens attached to other Units or terraces and the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the building shall be allocated for exclusive use of certain users/residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.

The Purchaser is aware that various purchasers have chosen to buy unit (s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Company has agreed to sell this Unit to the Purchaser on the premise that the Purchaser shall conduct him/her/itself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or



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cause nuisance to any of the other purchasers in the project and/or the Company and/or the development. Any Purchaser which indulges in any action which does not meet such standards shall be construed to be in default of his/her/its obligations under this Agreement.

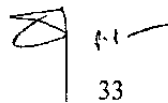
- q. To pay to the Company within 7 (seven) days of demand by the Company its share of security deposit demanded by concerned local authority or government or giving water, electricity or any other service connection to the Building in which the Unit is situated. To pay to the Company within 7 (seven) days of demand by the Company, his share of HVAC and Diesel consumptions charges in the Unit which will be calculated on a prorata basis.
- r. The Purchaser is aware that brickwork, plaster, flooring and painting, whether internal or external, may be initiated and demanded by the Company at any stage during the construction cycle. The Purchaser undertakes to make payment of the same as and when demanded.
- s. To clear and pay increase in local taxes, development charges, water charges, insurance and such other taxes, fees, levies, if any, which are imposed by the concerned local authority and / or government and / or other public authority, on account of change of user of the Unit by the Purchaser viz user for any purposes other than for residential or otherwise.
- t. The Purchaser confirms that the Purchaser has chosen to invest in the said Unit after exploring all other options of similar properties available with other developers and available in re-sale in the vast and competitive market in the vicinity and the Purchaser confirms that the said unit/development is suitable for the Applicant and therefore has voluntarily approached the Company for allotment of the said Unit in the development.

The Purchaser acknowledges that as on the Date of Offer of Possession (for fit outs), works in the Unit shall be complete and the Unit shall have regular water and electricity supply, as well as lift access. There may be certain works which may be ongoing in the Building/Property at such time but all due care shall be taken to ensure that the fit outs of the Unit are not affected in any manner by such works. It is clarified that the Offer of Possession (for fit outs) entitles the Purchaser to carry on interior and other related works in



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the Unit but does not entitle the said Unit to be occupied till such time that the Occupation Certificate is received in relation to the said Unit.

v. The Purchaser shall not sell, lease, let, sub-let, transfer, assign or part with Purchaser's interest or benefit under this Agreement or part with the possession of the Unit till such time that the occupation certificate of the Unit is received, all the amounts payable by the Purchaser are paid in full and the Purchaser is not in breach of any of the terms and conditions of this Agreement. Any sale/transfer of the Unit after this time shall require written approval from the Ultimate Organization (and till such time that the Ultimate Organization is formed, of the Company) to ensure that the inherent nature of the society is not compromised by bringing in any member who does not subscribe to the guidelines and/or objectives of the Ultimate Organization. Any document for sale/transfer/lease etc which is entered into without obtaining written approval of the Ultimate Organization (and till such time that the Ultimate Organization is formed, of the Company) shall not be valid and not binding on the Company.

w. The Purchaser shall observe and perform all the rules and regulations or bye-laws which the Ultimate Organization 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 the protection and maintenance of the Building and the Unit therein and for the observance and performance of the Building rules, regulations and bye-laws for the time being of the concerned local authority and of government and other public bodies. The Purchaser shall also observe and perform all the stipulations and conditions laid down by the Ultimate Organization regarding the occupation and use of the Unit in the Building in accordance with the terms of this Agreement.



x. The Purchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only the purpose of show casing the Unit and the Company is not liable/required to provide any furniture, items, electronic goods amenities etc. as displayed in the sample Unit, other than as expressly agreed by the Company under this Agreement.

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- y. Until a Deed of Conveyance in favour of the Ultimate Organization is executed and the entire project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times to enter into and upon the Unit, Building and Buildings or any part thereof to view and examine the state and condition thereof.
- z. The Purchaser shall be free to complete the fitout work of the Unit and complete all works required to make the Unit habitable/usable during the period after the Date of Offer of Possession (for Fit outs).
- aa. In the event the electric meter of the Unit has not been installed by the Date of Offer of Possession (for Fit Outs), the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electric distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum to the Company for providing this supply, which shall be made known to the Purchaser prior to the handover of the Unit for fit outs.
- bb. Notwithstanding anything contained herein, the Purchaser is aware that the Application Money I and the Application Money II duly paid by the Purchaser at that time of application for allotment of the said Unit, is a guarantee/security for the due performance of his/her contractual obligations under this Agreement and the Company is entitled to forfeit the full or part of the said the Application Money I and the Application Money II in terms of this Agreement and the Purchaser has no objection to the same and it waives its/his/her right to raise any objection with respect to the same.
- cc. The Purchaser is aware that for buildings where construction has commenced and/or completed, all construction related dues need to be completed as demanded by the Company, and the Purchaser has no objection to the same and it waives its/his/her right to raise any objection with respect to the same.
- dd. It is agreed that in the event that the Federation or Ultimate Organizations (if applicable) and Ultimate Organization (if no Federation is applicable) has been formed but there is/are unit/s in the Building that are not sold by the Company, till such time that such unsold unit/s is/are sold/leased, the property tax for such unsold units shall be payable by the Company as charged by the



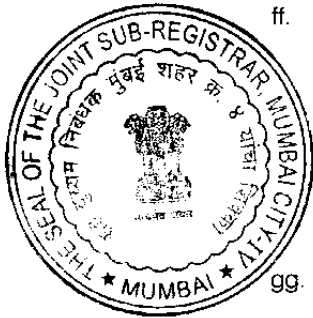
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competent authorities and the common area maintenance charges shall be payable by the Company for such unsold units from the date of handover of the Ultimate Organization by the Company. It is hereby agreed by the Purchaser (and the Purchaser shall cause the Ultimate Organization/Federation to agree and ratify) that the Company shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold units without any consent/no-objection of any nature whatsoever in this regard from the Ultimate Organization/Federation and such purchaser of such unsold unit/s shall be and shall deemed to be a member of the Ultimate Organization/Federation. The Purchaser hereby agrees that it shall forthwith admit such flat purchasers of the Builder/Promoter as their purchasers and/or shareholders and shall forthwith issue share certificates and other necessary documents in their favour, without raising any dispute or objection to the same, and without charging/recovering from them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the common areas, amenities and facilities at par with any other member of the Ultimate Organization/Federation.

ee. The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organization/Federation, the Company shall earmark certain parking spaces for use by such unsold flats and the Purchaser hereby agrees and shall cause the Ultimate Organization/Federation to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold flats.



ff. The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, clubhouse (if applicable), temple (if applicable) are maintained to the highest standards with regular cleaning and maintenance. Refurnishing / major overhaul to be done every 5 years, starting from Date of offer for Possession (for fitouts).

gg. The Purchaser shall not make or permit to be made any alterations/additions to the façade of the Building/wing and/or the structural elements of the Building/wing.

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hh. In order to have adequate funds to meet these obligations, the Purchaser undertakes to pay and the Ultimate Organization/Federation shall collect a sum equivalent to minimum 10% of the monthly maintenance charges (excluding any government levies) as 'sinking fund' from each purchaser/member and the same shall be kept in a separate account which shall be used for undertaking major capital and/or renovation expenses related to the Building and its key common areas.

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

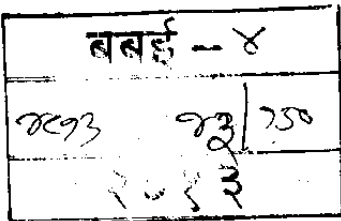
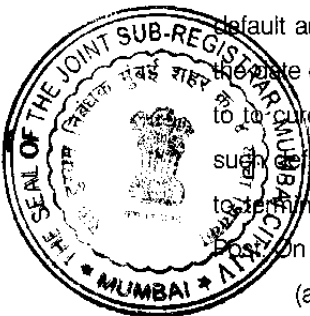
21. **INTERIOR DESIGN SERVICE**

The Company has engaged the services of the interior design studio viz; Armani/Casa to design the interior spaces of the Unit. The Unit shall be finished as per the specifications finalized by the said interior design firm, to which the Purchaser consents and agrees not to raise or waives his right to raise any objection in that regard

22. **DEFAULT, TERMINATION AND LIQUIDATED DAMAGES**

22.1 If the customer is in default of any of his/her/its obligations under this agreement, including (but not limited to) making payment of all due amounts as per as per schedule stated in **Annexure "2"** (and interest thereon, if any) within 15 days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue notice to the Purchaser of such default and the Purchaser shall be provided with a further period of 15 days from the date of such notice to cure the said default. In the event that the Purchaser fails to cure such default within 15 days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this agreement by sending a termination letter by Regd AD/Speed Post. On such termination, the following shall apply:

(a) The allotment/booking/agreement for the said Unit(s) shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the said Unit(s), save and except the right to receive refund of amounts as per b. below.



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(b) All amounts paid to the Company by the Purchaser (excluding interest) shall be refunded, after deducting an amount equal to 10% of the value of the consideration for the unit(s) + applicable government levies thereon (if any). The said refund shall be made through Post-dated cheques (PDCs) in 12 equal monthly installments. The first such installment shall commence from the 13th month of the date of the letter of termination till the 24th month thereof. The Purchaser can collect the said cheques at any time from the Company after giving notice by email / letter of at least 3 working days.

23. **MISCELLANEOUS**

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

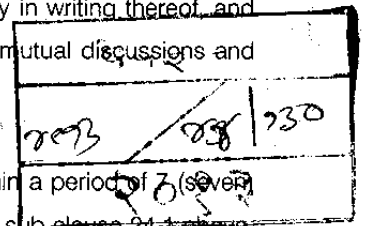
23.2 All Notices to be served on the Purchasers as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers by Registered Post A.D. / Under Certification of Posting at the address specified in Annexure "2" hereto.

24. **DISPUTE RESOLUTION AND GOVERNING LAW**

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



If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under sub clause 24.1 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 appointed by the Company.

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

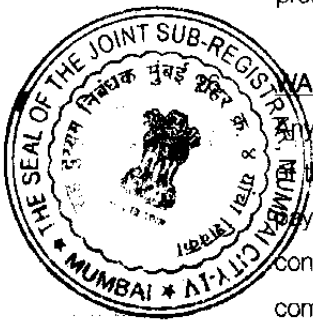
24.4 This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.

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

25. SEVERABILITY

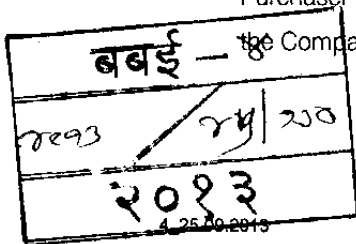
25.1 If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction or any other jurisdiction of any other provisions of this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

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



WAIVER

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



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27. **ENTIRE AGREEMENT**

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

28. **CORRESPONDENCE**

All correspondence including emails should carry the customer ID quoted in **Annexure "2"** hereto in following manner "CI: xxxxxx". Any correspondence not mentioning the customer ID shall be deemed to be non-est/hull and void.

29. **CONFIDENTIALITY**

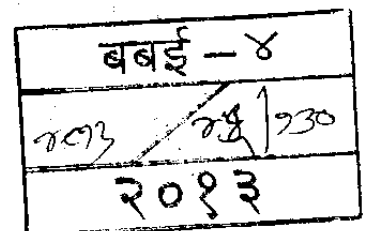
29.1 The Purchaser hereto agree that all the information, documents etc exchanged to date and which may be exchanged including the contents of this Agreement and any documents executed in pursuance thereof ("**Confidential Information**") is confidential and proprietary and shall not be disclosed, reproduced,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

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



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

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



regulating organization or other recognized investment exchange having jurisdiction over the Parties; or

- b) such disclosure is required in connection with any litigation; or
- c) Such information has entered the public domain other than by a breach of the Agreement.

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

### SCHEDULE OF PROPERTY

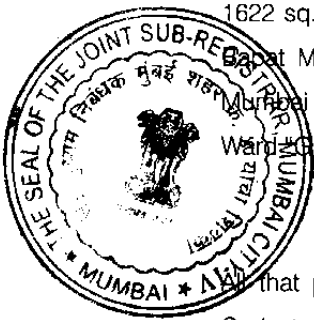
#### FIRST SCHEDULE

All that Forus land and structure standing thereon bearing Cadastral Survey No.446 and 445, Lower Parel Division, admeasuring 58,119 sq. yards equivalent to 48,593.29 sq. mts and 1567 sq. yards equivalent to 1310.17 sq. mts respectively lying being and situated at Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 in the district and sub-district of Mumbai City and Mumbai Suburban and assessed by Municipal Corporation under Ward "G - South".

#### SECOND SCHEDULE

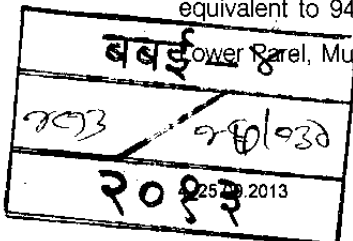
FIRSTLY: All that portion of piece and parcel of land and structure standing thereon comprised in Cadastral Survey No.444, Lower Parel Division, admeasuring 2639 sq. yards equivalent to 2206.46 sq. mts. lying being and situated at Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 in the district and sub-district of Mumbai City and Mumbai Suburban and assessed by Municipal Corporation under Ward "G - South".

SECONDLY All that portion of piece and parcel of land and structure standing thereon comprised in Cadastral Survey No.444, Lower Parel Division, admeasuring 1622 sq. yards equivalent to 1356.15 sq.mts lying being and situated at Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 in the district and sub-district of Mumbai City and Mumbai Suburban and assessed by Municipal Corporation under Ward "G - South".



#### THIRD SCHEDULE

All that piece and parcel of land and structure standing thereon comprised in Cadastral Survey No.443, Lower Parel Division, admeasuring 11,258 sq. yards equivalent to 9412.81 sq. mts lying being and situated at Senapati Bapat Marg, Lower Parel, Mumbai – 400 013 in the district and sub-district of Mumbai City and

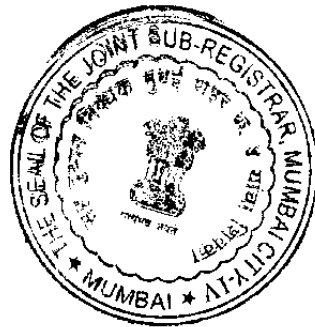


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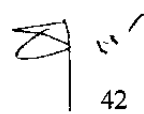
Mumbai Suburban and assessed by Municipal Corporation under Ward "G - South".

**FOURTH SCHEDULE**

All that piece and parcel of land and structure standing thereon comprised in Cadastral Survey No.445P, Lower Parel Division, admeasuring 3447 sq. yards equivalent to 2882 sq. mts lying being and situated at Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 in the district and sub-district of Mumbai City and Mumbai Suburban and assessed by Municipal Corporation under Ward "G - South".



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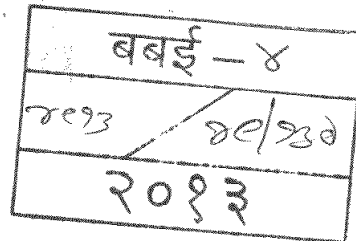
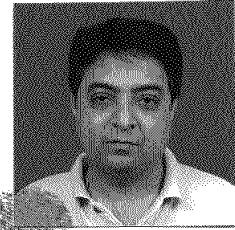
SIGNED AND DELIVERED )  
BY the within named )  
SHREENIWAS COTTON MILLS LIMITED )  
Mr. Surendran Nair (POA) )  
The Company above named )  
Is hereunto affixed pursuant to )  
through the hands of its Authorized Signatory )  
on 09<sup>th</sup> day of Dec 2013 )  
In the presence of: )  
1. S. more - more )  
2. S. Patil - Patil )



*[Handwritten signature]*

SIGNED AND DELIVERED )  
By the within named Purchaser )  
Mr. Pravinbhai Shah )

In the presence of: )  
1. [Signature] )  
2. S. A. Jhawari )

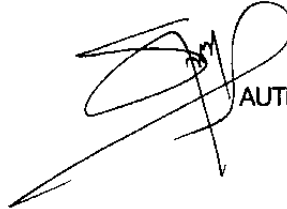


*[Handwritten signature]*

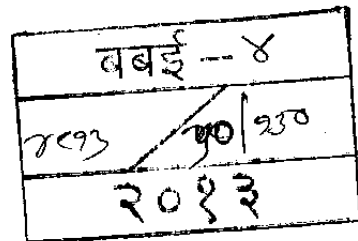
RECEIVED on the day and year first )  
Hereinabove written of and from the )  
Within named Purchaser the sum of )  
Rs.12,695,754/- (Rupees One Crore Twenty )  
Six Lakhs Ninety Five Thousand Seven )  
Hundred Fifty Four Only) )  
Being the amount to be paid by the )  
Purchaser on execution of these )  
Presents by Cheque No. 498062, RTGS )  
Dated 29.07.2013, 19.10.2013 )  
Drawn on State Bank of India )

Rs.12,695,754/-

WE SAY RECEIVED  
FOR SHREENIWAS COTTON MILLS LIMITED



AUTHORISED SIGNATORY



ANNEXURE - 1

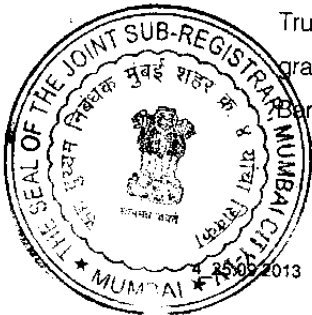
- (i) By a Deed of Conveyance dated 07/08/1935 executed and registered under No.3385 of 1935 on 09.09.1935 between Fazulboy Mills Limited (in liquidation) as a Vendor of the One Part, the Official Liquidator of the Second Part and Hazarimal Somani and 14 Others, Partners of Hazarimal Somani as Confirming Parties of the Third Part and Shreeniwas Cotton Mills Limited as a Purchaser of the Fourth Part therein and Owner herein, the said Vendors with the confirmation of Liquidator and Confirming Parties sold and conveyed to Owner all that Forus land admeasuring 59,686 sq. yards equivalent to 49,903.46 sq. mts bearing Cadastral Survey.446 Lower Parel Division - 58,119 sq. yards equivalent to 48,593.29 sq. mts bearing Cadastral Survey No.445 Lower Parel Division - 1567 sq. yards equivalent to 1310.17 sq. mts., more particularly described in the First Schedule of Schedule of Property hereinabove written.
- (ii) By a Deed of Conveyance dated 31<sup>st</sup> January, 1959 executed and registered under No.1458 of 1959 on 21/02/1959 by Kantilal Jivabhai as a Vendor of the One Part, and Shreeniwas Cotton Mills Limited as Purchasers of the Other Part therein and Owner herein, the said Kantilal Jivabhai sold and conveyed to Shreeniwas Cotton Mills Limited all that portion of piece and parcel of land comprised in Cadastral Survey No.444 Lower Parel Division admeasuring 2639 sq. yards equivalent to 2206.46 sq. mts., more particularly described as Firstly in the Second Schedule of Schedule of Property hereinabove written.
- (iii) By an Indenture dated 16<sup>th</sup> July, 1963 executed and registered under No. 3036 of 1963 on 05/10/1964 by Kantilal Jivabhai in his personal capacity and as a Karta and Manager of his Joint and Hindu family comprise of his wife Sushila, sons Balkrishna and Umesh (minor) and daughters Rashmi and Meenu (minor) as Vendors of the One Part and Shreeniwas Cotton Mills Limited as the Purchaser of the Other Part therein and Owner herein, the said Vendors granted, sold, released, conveyed, transferred and assured to and unto the Owner, the Property bearing Cadastral Survey No.444 of Lower Parel Division admeasuring 1622 sq. yards equivalent to 1356.15 sq. mts., more particularly described as Secondly in the Second Schedule of Schedule of Property hereinabove written.



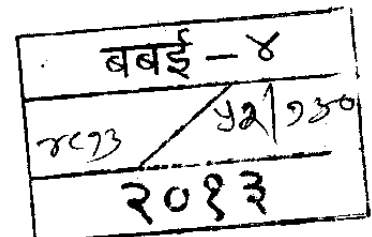
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- (IV) By a Deed of Conveyance dated 25<sup>th</sup> November, 1935 executed and registered under No.5179 of 1935 on 29/01/1936 by Shantaram Bauram Rawate and Others as Vendors of the One Part and Shreeniwas Cotton Mills Limited as Purchasers of the Other Part Owner, the said Shantaram Bauram Rawate and Others sold and conveyed to Owner all that piece and parcel of land bearing in Cadastral Survey No.443 Lower Parel Division admeasuring 11,258 sq. yards equivalent to 9412.81 sq. mts., more particularly described in the Third Schedule of Schedule of Property hereinabove written.
- (V) By an Indenture dated 30<sup>th</sup> June, 1973 executed and registered under No. 2582 of 1973 on 29/10/1975 in Book - I with the Sub-Registrar at Bombay by Madhusudan Mills Limited as Vendor of the One Part and Shreeniwas Cotton Mills Limited as the Purchaser of the Other Part therein and Owner herein, the said Vendor had granted, sold, released, conveyed and assured to and unto the Owner, the Property bearing Cadastral Survey No.445P of Lower Parel Division admeasuring 3447 sq. yards equivalent to 2882 sq. mts., more particularly described in the Fourth Schedule of Schedule of Property hereinabove written.
- (VI) Owner has, thus, acquired ownership rights in respect of and is entitled to develop and possess the said Property more particularly described in the First, Second, Third and Fourth Schedule of the Schedule of Property hereinabove written.
- (VII) By a Deed of Mortgage dated September 24, 2010 registered with Sub-Registrar of Assurances - Mumbai 3, under serial No. BBE-3-9580-2010, the owner has created a Mortgage in respect of the said Property in favour of the IDBI Trusteeship Services Ltd for inter alia securing the repayment of the Loan granted by Central Bank of India, Andhra Bank and LIC Housing Finance Limited.
- (VIII) By a Deed of Mortgage dated April 4, 2012 registered with Sub-Registrar of Assurances - Mumbai 3, under serial No. BBE1- 2965-2012, the Owner has created a Mortgage in respect of the said Building in favour of the IDBI Trusteeship Services Ltd for inter alia securing the repayment of the Loan granted by Banking Consortium consisting of Union Bank of India, Bank of Baroda and Indian Overseas Bank.



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ANNEXURE - 2

- (I) Customer Id : 1239215
- (II) Unit
- I. Unit : East Wing 2 - 2902
  - II. Floor : 29<sup>th</sup>
  - III. Type of Unit : 03 Bed World Residence
  - IV. Carpet Area : 1710 sq. ft.
  - V. Car Parking Spaces : 02 (Two)
  - VI. Project : World Towers

(III) Building: World Crest

(IV) Total Consideration is Rs.63,797,760/-

(V) Payment Schedule

	Milestone	As a % of CV
	Booking Amount	-
1	Within 42 days of Application	19.90%
2	On initiation of Slab 1	19.10%
3	On initiation of Slab 5	18.00%
4	On initiation of Slab 10	18.00%
5	On initiation of Slab 15	20.00%
6	On initiation of fit-outs	5.00%

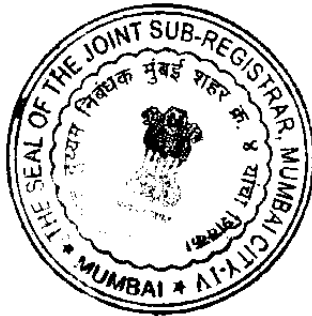
For buildings where construction has commenced and/or completed, all construction related dues need to be completed as demanded

(VI) Date of offer of possession (for Fit-Outs): 30 November 2014

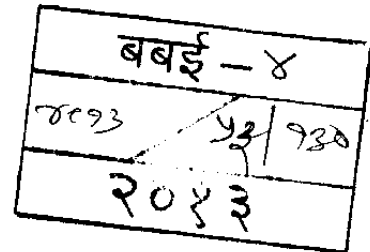
(VII) Address of Purchaser for Notices:

201, Abhishek Park, Athwal Ines, Surat, Gujarat - 395007

Email Id: shahpp@sify.com



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(VIII) **ADDITIONAL CHARGES (Payable on or before the Date of Offer of Possession (for Fit Outs):**

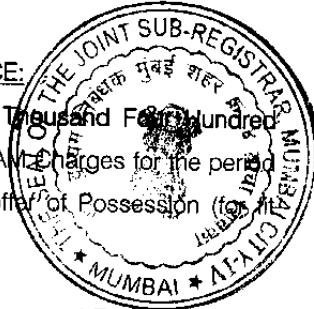
- (I) Payment towards cost of shares in the Ultimate Organization which shall be specified and payable on or before the Fit Out Date.
- (II) **Rs. 25,000/- (Rupees Twenty Five Thousand only)** are being the expenses for formation and registration of the Ultimate Organization.
- (III) **Rs. 50,000/- (Rupees Fifty Thousand only)** towards Legal Charges MVAT and Service Tax shall be extra as applicable.
- (IV) **Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only)** towards electric connection, water connection, transformer, cable, laying, and other related charges, MVAT and Service Tax shall be extra as applicable.
- (V) **Rs. NIL/- (Rupees NIL only)** towards pipe laying charges, MVAT and Service Tax shall be extra as applicable.
- (VI) **Rs.9,20,160/- (Rupees Nine Lakhs Twenty Thousand One Hundred Sixty Only)** towards Infrastructure Charges, MVAT and Service Tax shall be extra as applicable.
- (VII) **Rs.1,500,000/- (Rupees Fifteen Lakhs Only)** towards Club and Spa Membership Charges for [12] months. The number members covered under the same shall be as under:

	No. of club members covered by the standard fee
1 BHK	4
2 BHK	5
3 BHK	5
4 BHK or larger	6

\*MVAT and Service Tax will be extra as applicable

(IX) **CHARGES LINKED TO SOCIETY & MAINTENANCE:**

- (1) **Rs.3,86,467/- (Rupees Three Lakhs Eighty Six Thousand Four Hundred Sixty Seven Only)** towards provisional Building CAM Charges for the period of [18] months from the intimation of Date of offer of Possession (for fit outs).
- (2) **Rs.2,76,048/- (Rupees Two Lakhs Seventy Six Thousand Forty Eight Only)** towards provisional Federation CAM Charges/Civic Governance Charges



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for the period of [30] months from the intimation of Date of offer of Possession (for fit outs).

(X) PROVISIONAL PROPERTY TAX (Payable on or before the Date of Offer of Possession (for Fit Outs):

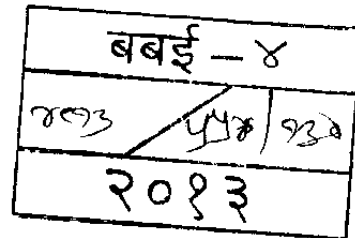
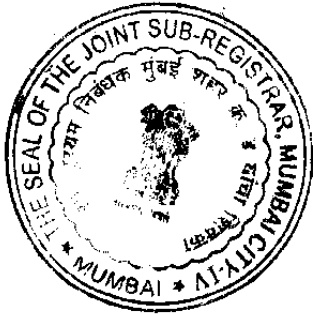
Rs.3,16,501/- (Rupees Three Lakhs Sixteen Thousand Five Hundred One Only) towards provisional Property Tax in respect of the Unit for a period of 18 months from the Date of offer of Possession (for fit outs) .

(XI) BUILDING PROTECTION AMOUNT:

Undated cheque of Rs. 1,00,000/- (Rupees One Lakh only) towards Building Protection Amount, which shall be returned subject to compliance with the terms of of this Agreement.

(XII) LAND/PROPERTY REIMBURSEMENT TAX (Payable on or before the Date of Offer of Possession (for Fit Outs):

Rs.99,684/- (Rupees Ninety Nine Thousand Six Hundred Eighty Four Only) towards the land/property reimbursement charges for the period of start of construction till the Date of Offer of Possession (for Fit outs)



ANNEXURE - 3 COMMON AREAS AND AMENITIES \*

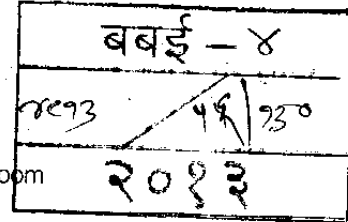
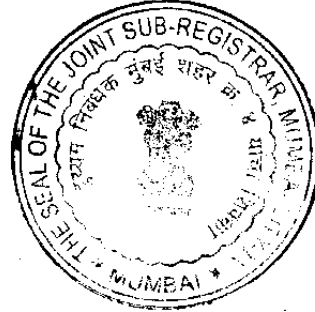
LIST OF AMENITIES IN RESPECT OF WORLD CREST UNIT\*

**COMPLEX:**

- Swimming Pool
- Kid's Pool
- Tot Lot
- Elder's Corner
- Ganesha temple
- Multipurpose basketball / volleyball court
- Athletics Field (Track / Field event space) and racing track
- Cricket pitch with bowling machine
- Golf Simulator
- Putting Green
- Floodlit Tennis Court
- Squash Court
- Business Centre with conference rooms

**CLUB & SPA:**

- Yoga Studio
- Dancing Room
- Salon & Facial Room
- Treatment & Consulting Rooms
- Steam/Sauna/Hot Tub
- Juice Bar
- Cardio Exercise Room
- Spinning Room
- Weight Training Room
- Pilates Studio
- Fine Dining Area
- Banquet Hall with outdoor lawn
- Private Party Lounge
- Indoor Games Room
- Snooker/Billiards
- Private Movie Lounge / Screening Room
- Children's Care Facility
- Cards' Game Room





- Library and Reading Room
- o Changing Rooms/Bathrooms/Locker Rooms

**BUILDING:**

- Central Drop-off Courtyard
- Double height entrance Lobby finished with Italian Marble.
- Hi- speed passenger lifts from Mitsubishi / Otis / Schindler / Toshiba\*.
- Hi-capacity service lifts from Mitsubishi / Otis / Schindler / Toshiba\*.
- High level Security with features like:
  - Vehicle access through proximity card reader
  - Automatic scanning of all visitor vehicles
  - Controlled access to building elevators through specialist magnetic cards for visitors
  - Bio-metric locks for main door of each apartment
  - 24 x 7 CCTV monitoring of key common areas
  - Video door phone / burglar alarm in each residence

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



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UNITS:

World Residences

- a. Fully Air-conditioned homes (except Kitchen, toilets and service areas)
- b. Fitted kitchens by Bulthaup\*
- c. High end Italian marble flooring (except kitchen & service areas)
- d. Stain -free flooring for Kitchen
- e. Kota/ vitrified tile flooring for service areas.
- f. Engineered wooden flooring in decks.
- g. Toilets (except servant toilet) finished in Italian marble with Luxury fittings from Villery Boch/ Duravit/ Gessi\*
- h. Panic alarm in master bedroom and living room

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



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\*\*\*\*\*  
DATED THIS 09<sup>th</sup> DAY OF Dec 2013  
\*\*\*\*\*

SHREENIWAS COTTON MILLS LIMITED

Company

AND

Mr. Pravinbhai Shah

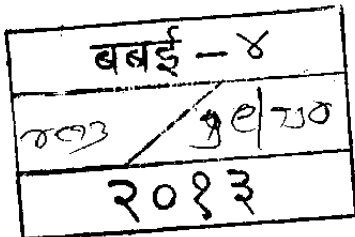
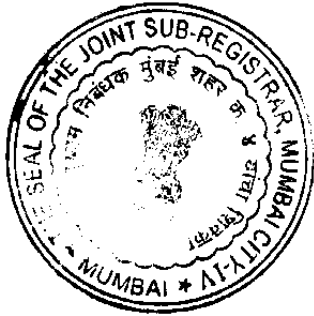
PURCHASER

AGREEMENT TO SELL

of

Unit No. 2902

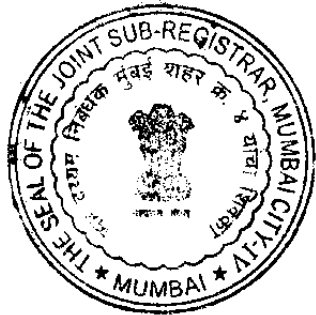
on 29<sup>th</sup> floor in East Wing in "World Crest".



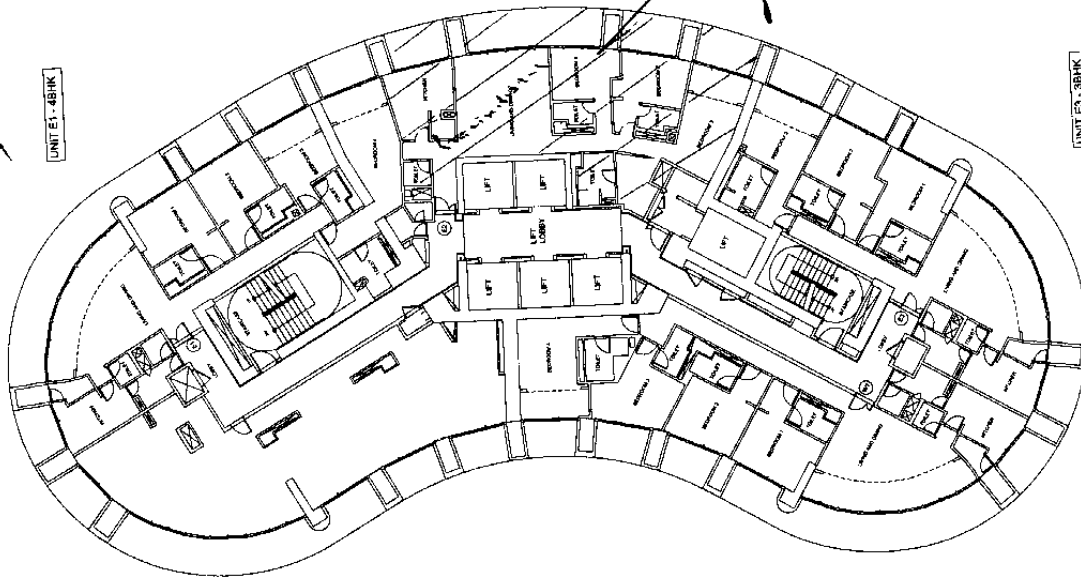
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NOTE: PLAN NOT TO BE SCALE  
SCALE  
PREPARED BY ARCHITECTS & ENGINEERS  
OF P. V. & S. ENGINEERS  
P. V. & S. ENGINEERS  
P. V. & S. ENGINEERS

REFUGEE TYPICAL FLOOR PLAN  
LODHA PLACE, LOWER PAREL  
WORLD CREST  
FLOOR 29<sup>th</sup>  
FLAT NO. 29109

PROPOSED AS REFUGEE TYPICAL BUILDING ON LOT NO. 29109, 29110, 29111, 29112, 29113, 29114, 29115, 29116, 29117, 29118, 29119, 29120, 29121, 29122, 29123, 29124, 29125, 29126, 29127, 29128, 29129, 29130, 29131, 29132, 29133, 29134, 29135, 29136, 29137, 29138, 29139, 29140, 29141, 29142, 29143, 29144, 29145, 29146, 29147, 29148, 29149, 29150, 29151, 29152, 29153, 29154, 29155, 29156, 29157, 29158, 29159, 29160, 29161, 29162, 29163, 29164, 29165, 29166, 29167, 29168, 29169, 29170, 29171, 29172, 29173, 29174, 29175, 29176, 29177, 29178, 29179, 29180, 29181, 29182, 29183, 29184, 29185, 29186, 29187, 29188, 29189, 29190, 29191, 29192, 29193, 29194, 29195, 29196, 29197, 29198, 29199, 29200, 29201, 29202, 29203, 29204, 29205, 29206, 29207, 29208, 29209, 29210, 29211, 29212, 29213, 29214, 29215, 29216, 29217, 29218, 29219, 29220, 29221, 29222, 29223, 29224, 29225, 29226, 29227, 29228, 29229, 29230, 29231, 29232, 29233, 29234, 29235, 29236, 29237, 29238, 29239, 29240, 29241, 29242, 29243, 29244, 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**MUNICIPAL CORPORATION OF GREATER MUMBAI**

**EB/S118/GS/A 319/13**

To,  
M/s. Spaceage Consultants  
Architects,  
B-106, Natraj Building  
Mulund-Goregaon Link Road  
Mulund (West),  
Mumbai 400 080

Ex. Ern Bldg. Proposal (City) - 1  
'E' Ward, Municipal Office, 3rd Floor,  
10, S. K. Hafizuddin Marg, Byculla,  
Mumbai - 400 006.

Sub: Proposed development at site bearing C.S. No. 443, 444, 2/445 and 446 of Lower Parel Division situated at Senapati Bapat Marg (Shreenivas Cotton Textile Mills) in G/South Ward.

Ref : Your letter dated 22.08.2013.

Sir,

With reference to above letter this is to inform you that the amended plans submitted by you are hereby approved subject to following conditions :

1. That all the conditions of I.O.D. under even No. 17.6.2010 amended plan approved letter dated 16.9.2009, 16.10.2010, 31.12.2010, 11.02.2011, 25.10.2011 and 27.12.2011 shall be complied with.
2. That the revised structural design/calculations/details/drawings shall be submitted before extending C.C.
3. That payment towards following shall be made before asking for C.C.
  - a. Development charges.
  - b. Premium towards staircase, lift, lift lobby area
4. That the final N.O.C. from C.F.O. shall be submitted before asking for Occupation permission.
5. That the drainage layout shall be revised and be got approved from this office before carrying out further drainage work.

6. That the additional water & sewerage charges shall be paid before endorsing C.C.

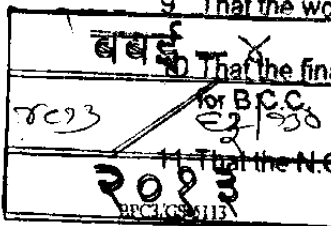
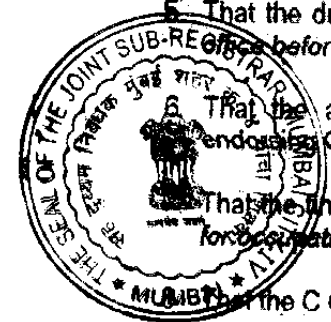
7. That the final N.O.C. from Tree Authority shall be submitted before asking for occupation permission.

8. That the C.C. shall be got endorsed as per the amended plan.

9. That the work shall be carried out strictly as per approved plan.

10. That the final structural stability certificate shall be submitted before asking for B.C.C.

11. That the N.O.C. from Inspector of Lifts shall be submitted.



12. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid Waste Management of M.C.G.M. shall be provided.

13. That the provision of Rain Water Harvesting as per the diagram proposed by approved consultant in the field shall be made in the satisfaction of Municipal Commissioner shall be provided.

14. That the public amenity shall be used for public purpose as specified in Appendix-IX and condition to that effect shall be incorporated in Sales Agreement.

15. That the revised amended plans shall be approved by incorporating the changes as per revised approved layout dated 3.9.2013 with respect to M.C.G.M. and MHADA share.

A copy of set of amended plans duly stamped/signed is hereby returned as a token of approval.

Yours faithfully,

sdf

Executive Engineer,  
Building Proposals(City)-I.

No.FB/5113/GS/A 319/13

Copy to: ✓ M/s Shreeniwas Cotton Mills Ltd  
Genapati Bapat Marg  
Lower Parel (W)  
Mumbai 400013

- 2 Asstt. Commissioner 'G/S' Ward
3. A E W W. 'G/S' Ward
- 4 Dy. A. & C. City

Executive Engineer  
Building Proposals(City)-I.



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

EC-48  
Ex. Eng. Bldg. Proposal (City) - f  
E' Ward, Municipal Office, 3rd Floor.  
10, S. K. Hafizuddin Marg, Byculla,  
Mumbai - 400 008.

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

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No. E.B./CE/ BS/5113/GS/A BS/A of 200 - 200

MEMORANDUM

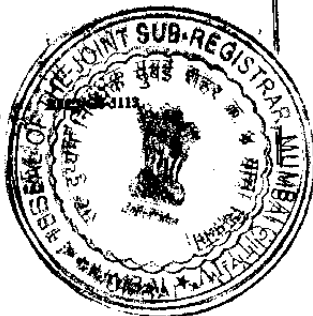
M/s. Shreenivas Cotton Mills Ltd.  
402, Senapati Bapat Marg,  
Lower Parel  
Mumbai - 400 012

Municipal Office,  
Mumbai 17-6-2009

With reference to your Notice, letter No. 2437 dated 31.8.2009. 200 and delivered on 31.8.2009. 200 and the plans, Sections Specifications and Description and further particulars and details of your buildings at Plot bearing C.S.No. 443, 1/444, 444 & 445 of Lower Parel Divn to me under your letter, dated 31.08.2009. 200. I have to inform you that I cannot approve of the building or work proposed to be erected or executed, and I therefore hereby formally intimate to you, under Section 346 of the Bombay Municipal Corporation Act as amended upto date, my disapproval by thereof.

**AI THAT THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE COMMENCEMENT OF THE WORK UPTO PLINTH LEVEL.**

1. That the commencement certificate under Section 44(9)(1)(a) of the M.R.T.P. Act will not be obtained before starting the proposed work.
2. That the builder / developer / owner shall not prepare a "debris management plan" showing the prospective quantum of debris likely to be generated, arrangements for its proper storage at the site, transportation plan of the agency appointed for the same, with numbers and registration numbers of vehicles to be deployed and the final destination where the debris would be unloaded by them and submit the same to the Zonal Executive Engineer of S.W.M. Department and the same shall not be got approved before demolition of existing building or commencing any construction activity.
3. That the compound wall is not constructed on all sides of the plot clear of the road widening line with foundation below level of bottom of road side drain without obstructing the flow of rain water from the adjoining holding to prove possession of holding before starting the work as per D.C. Regulation No.38(27).



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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 16th day of JUNE 2011 200, 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, City I, Wards.

**SPECIAL INSTRUCTIONS**

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

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

~~(3) The following instructions shall be observed in connection with the building:~~

~~(a) The building shall be constructed in accordance with the approved plans and specifications of the City Engineer.~~

~~(b) The building shall be constructed in accordance with the approved plans and specifications of the City Engineer.~~

~~(c) Not less than 2 feet (60 cms) above every portion of the ground within 6 feet (180 cms) of the building.~~

~~(d) Not less than 2 feet (60 cms) above every portion of the ground within 6 feet (180 cms) of the building.~~

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

(5) Your attention is further drawn to the provision of Section 353-A about the necessary of submitting occupation certificates 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 347 (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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## NOTES

- (1) The work should not be started unless objections are complied with
- (2) A certified set of latest approved plans shall be displayed on site at the time of commencement the work and during the progress of the construction work.
- (3) Temporary permission on payment of deposit should be obtained any shed to house and store for constructional purposes, Residence of workmen shall not be allowed on site. The temporary structures for storing constructional material shall be demolished before submission of building completion certificate and a certificate signed by Architect submitted along with the building completion certificate.
- (4) Temporary sanitary accommodation on full flushing system with necessary drainage arrangement should be provided on site workers, before starting the work.
- (5) Water connection for constructional purpose will not be given until the boarding 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 Ward at least 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 presumed that Municipal tap water has been consumed on the construction works and bills preferred against them accordingly.
- (7) The boarding 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 prep debris, etc. should not be deposited over footpaths or public street by the owner/ architect/their contractors, etc. without obtaining prior permission from the Ward Officer of the area.
- (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 sites 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 access road to the full width shall be constructed in water bound macadam before commencing work and should be complete to the satisfaction of Municipal Commissioner including asphaltting lighting and drainage before submission of the Building Completion Certificate.
- (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.



No work should be started unless the existing structures proposed to be demolished are demolished.

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- (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 (ii) 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 sanctioned will be revoked and the commencement certificate granted under Section 45 of the Maharashtra Regional and Town Planning Act, 1966, (12 of the Town Planning Act), will be withdrawn.
- (21) If it is proposed to demolish the existing structures by negotiations with the tenants, under the circumstances, the work as per approved plans should not be taken up in hand unless the City Engineer is satisfied with the following :-
- (i) Specific plans in respect of evicting or rehusing the existing tenants on hour stating their number and the area in occupation of each.
  - (ii) Specifically signed agreement between you and the existing tenants that they are willing to avail of the alternative accommodation in the proposed structure at standard rent.
  - (iii) Plans showing the phased programme of construction has to be duly approved by this office before starting the work so as not to contravene at any stage of construction, the Development control Rules regarding open spaces, light and ventilation of existing structure.
- (22) In case of extension to existing building, blocking of existing windows of rooms deriving light and its from other 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 overhand 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 nahanis 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 tightly serving the purpose of a lock and the warning pipes of the ribbet pretessed with screw or dome shape pieces (like a garden man rose) with copper pipes with perforations 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 an its lower ends in cement concrete blocks.
- (31) No broken bottles should be fixed over boundary walls. This prohibition refers only to broken bottles to not to the use of plane glass for coping over compound wall.
- (32) ~~(a) Louvres should be provided as required by Bye-law No. 5(b).~~  
~~(b) Jirals or Arches should be provided over Doors and Window openings.~~  
~~(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.



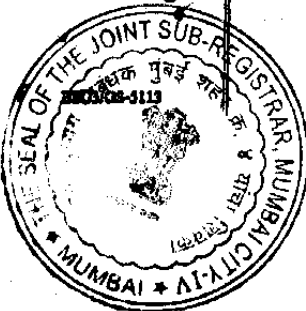
*Comp*  
 Executive Engineer, Building Proposals,  
 Zones ... City of ... Wards.

वर्क - ४	
२०१३	२०१३
२०१३	

-2(a)-  
No. 52/5113/GS/A dt 17/6/2010

**Contd... (A)**

4. That the low lying plot will not be filled up to a reduced level of at least 92 T.H.D. or 6' above adjoining road level whichever is higher with murrum, earth, boulders, etc. and will not be leveled, rolled, consolidated and sloped towards road side, before starting the work.
5. That the specifications for layout/ D.O./or access roads/ development of setback land will not be obtained from E.E. Road (Construction) (City) before starting construction work and the access and setback land will not be developed accordingly including providing street lights and S.W.D., the completion certificate will not be obtained from E.E.(R.C.)/ E.E.(S.W.D.) of City before submitting building completion certificate.
6. That the structural engineer will not be appointed. Supervision memo as per Appendix XI [Regulation 5(3) (b)] will not be submitted by him.
7. That the structural design and calculations for the proposed work accounting for seismic analysis as per relevant I.S. Code and for existing building showing adequacy thereof to take up additional load along with bearing capacity of the soil strata will not be submitted before C.C.
8. That the regular/sanctioned/proposed lines and reservation will not be got demarcated at site through A.E.(Survey)/ E.E.(T&C)/ E.E.(D.P.)/ D.I.L.R. before applying for C.C.
9. That the sanitary arrangements shall not be carried out as per Municipal Specifications, and drainage layout will not be submitted before C.C.
10. 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 Ward officer before demanding C.C. and that the ownership of the setback land will not be transferred in the name of M.C.G.M. before C.C.
11. That the Indemnity Bond indemnifying the Corporation for damages, risks, accidents, 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 basement will not comply with the Basement Rules and Regulation and Registered Undertaking for not misusing the basement will not be submitted before C.C.
14. That the qualified/Registered Site supervisor through Architect/Structural Engineer will not be appointed before applying for C.C.



बबई - ४	1115/2010/2
२०१३	२०/६/१०
२०१३	

15. That All Dues Clearance Certificate from A.E.W.W. G/South Ward shall not be submitted before issue of C.C. -
16. That the true copy of the sanctioned layout / sub-division / amalgamation approved under No.EB/5463/GS/AL dated 13.5.2010 along with the T. & C. thereof will not be submitted before B.C.C.
17. That the premium/deposits as follows will not be paid -
  - a. Development charges as per M.R. & T.P. (Amendment) Act, 1992
  - b. Insecticide charges.
  - c. Payment of advance for providing treatment of construction site to prevent epidemic like dengue, malaria etc. to insecticide charges 'G/South' Ward.
18. That the registered undertaking in prescribed proforma agreeing to demolish the excess area if constructed beyond permissible F.S.I. shall not be submitted before asking for C.C.
19. That the work will not be carried out strictly as per approved plan and in conformity with the D.C. Regulations in force.
20. That the N.O.C. from Tree authority shall not be submitted before asking for plinth C.C.
21. That the Registered Undertaking shall not be submitted for agreeing to pay the difference in premium paid and calculated as per revised land rates.
22. That the Janata Insurance policy or policy to cover the compensation claims arising out of Workmen's Compensation Act, 1923 will not be taken out and a copy of the same will not be submitted before asking C.C. and renewed during the construction of work.
23. That the N.O.C. from B.E.T. for sub station shall not be submitted.
24. That the fresh Tax Clearance Certificate from A.A. & C 'G/South' Ward shall not be submitted.
25. That the Regd. U/T against misuse of slit shall not be submitted.
26. That the footpath in front of plot shall not be repaired / restored once in a year or before occupation whichever is earlier.
27. That the Indemnity bond against ho nuisance due to contravening toilets shall not be submitted.
28. That the Indemnity Bond indemnifying M.C.G.M. against disputes, litigations, claims, arising out of ownership of plot shall not be submitted.
29. That the remarks from H.E Department shall not be submitted.
30. That the board displaying the details of development of the work shall not be displayed at site.

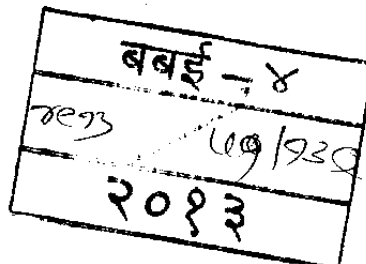
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बबई - ४	
२०१३	२०/१३०
२०१३	

Contd... (A).

31. That the necessary remarks for training of nails / construction of SWD will not be obtained from Dy.Ch.Eng.(S.W.D.) City and Central Cell before asking for plinth C.C.
32. That the N.O.C. from Dy.Ch.E.(S.R) R&D for proposed sewer line shall not be submitted before C.C.
33. That the plot boundary shall not be got demarcated from C.S.L.R. and demarcation certificate shall not be submitted to this office.
34. That the copy of PAN card of the applicant shall not be submitted before C.C.
35. That the precautionary measures to avoid dust nuisance such as erection of G.I. sheet screens at plot boundaries upto reasonable height shall not be provided before demolition of existing structures at site.
36. That the fresh P.R. Card in the name of owner shall not be submitted before C.C.
37. That the plan for modernization shall not be got approved and C.C. shall not be obtained before issue of C.C.
38. That the construction activity for work of necessary piling shall not be carried out by employing modern techniques such as rotary drilling, micropiling etc. instead of conventional jack and hammer to avoid nuisance damage to adjoining buildings.
39. That the N.O.C. from E.E.T. & C. shall not be obtained for the parking before C.C.
40. That Regd. U/T for minimum Nuisance during construction activity shall not be submitted before C.C.
41. That the work shall not be carried out between 7.00 A.M. to 7.00 P.M. only.
42. That the G.I. Sheet screens at plot boundaries upto adequate height to avoid dust nuisance shall not be provided before demolition of existing building.
43. That the precautionary measures to avoid nuisance duct to dust, such as providing G.I. Sheets at plot boundaries up to reasonable height shall not be taken.
44. That remarks from E.E.(M. & E.) for ventilation shall not be submitted.



45. 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 Insecticide Officer for inspection of water tanks by providing safe and stable ladder, etc. and requirements as communicated by the Insecticide Officer shall be complied with.
46. No main beam in a 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.
47. All the cantilevers (Projections) shall not be designed for five times the load as per IS Code 1993-2002 including the columns projecting beyond the terrace and carrying the overhead water storage tank, etc.
48. In R.C.C. framed structures, the external walls shall not be less than 230 mm if in brick masonry or 150 mm. autoclaved cellular concrete block excluding plaster thickness as circulated under No. CE/PD/11945/I of 2.2.2006.
49. That the facilities for physically handicapped persons shall not be provided as per the accompaniment in Govt. in U.D. Department notification No. TPB-432001/1829/CR-216/2001/UD-11 dated 2<sup>nd</sup> December 2003.
50. That the remarks regarding formation level from Road Department shall not be submitted.
51. That the specification & design of Rain Water Harvesting scheme as per the State Govt.'s directives u/No. TPB-4307/398/CR-124/2007/UD-11 dated 6<sup>th</sup> June 2007 shall not be submitted.
52. That the requisition of clause No. 45 and 46 of D.C. Regn. 91 shall not be complied with and records of quality of work, verification of report shall not be kept on site till completion of work.
53. That the feasibility of providing the basement from Geologist on the plot under reference shall not be submitted.
54. That the conditions mentioned in N.O.C. of U.D. Dept. under No. TPB-4310/1448/CR No.130/2010/UD-11 dated 15.6.2010 shall not be complied with.
55. That the conditions mentioned in N.O.C. of Textile Dept. under No. Shree Niwas-2010/CR No.138/Tex-3 dated 10.6.2010 shall not be complied with.
56. That the provision of D.C. Regn. 58 shall not be complied with.

BRCKGS-3113



बवई - ४	
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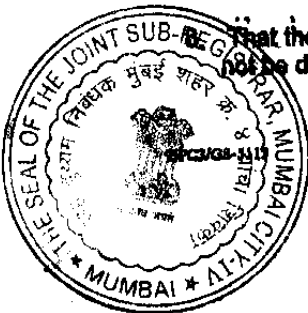
**(B) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE FURTHER C.C. OF SUPER STRUCTURE :**

1. That N.O.C. from Civil Aviation Department will not be obtained for the proposed height of the building.
2. That the plinth dimensions shall not be got checked from this office before asking for further C.C. beyond plinth.
3. That the Structural stability certificate through Regd. Structural Engineer regarding stability of constructed plinth shall not be submitted before asking for C.C. beyond plinth.
4. That the elevation treatment plan shall not be submitted & got approved.
5. That the design of road crust and construction of roads upto sub base level shall not be submitted.
6. That the construction of road including storm water drain and footpath shall not be constructed.
7. That the compliance of necessary remarks for training of nails / construction of SWD will not be submitted before granting full C.C. for the said building.

**(C) THE FOLLOWING GENERAL CONDITIONS TO BE COMPLIED WITH BEFORE GRANTING O.C.C. TO ANY PART OF THE PROPOSED BUILDING :**

1. That the separate vertical drain pipe, soil pipe with a separate gully trap, water main, Q.H. Tank, etc. for Maternity Home/Nursing Home, user will not be provided and the drainage system of the residential part of the building will not be affected.
2. That some of the 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 of 26-6-1978.
4. That the surface drainage arrangement will not be made in consultation with E.E.(SWD) 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 existing well will not be covered with R.C.C. slab.
6. That 10'-0" wide paved pathway upto staircase will not be provided.
7. That the surrounding open spaces, parking spaces and terrace will not be kept open and up-bult upon and will not be leveled and developed before requesting to grant permission to occupy the building or submitting the B.C.C. whichever is earlier.

That the name plate/Board showing Plot No., name of the building etc. will not be displayed at a prominent place.



बबई - ४
२०१३ / ०३ / १३०
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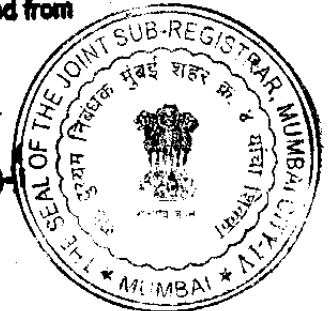
9. That carriage entrance shall not be provided.
10. That the parking spaces shall not be provided as per D.C. Regulation No.38.
11. That B.C.C. will not be obtained and I.O.D. and debris deposit etc. will not be claimed for refund within a period of 6 years from the date of its payment.
12. That the N.O.C. from Inspector of Lifts, P.W.D., Maharashtra, will not be obtained and submitted to this office.
13. That the Drainage completion certificate from (S.P.) (P&D) City for provision of Septic Tank/Soak pit will not be submitted.
14. That the Drainage completion Certificate from A.E.(B.P.) City for House drain will not be submitted & got accepted.
15. That every part of the building construction and more particularly overhead tank will not be provided as with the proper access for the staff of Insecticide Officer with a provision of temporary but safe and stable ladder etc.
16. That the compliance of N.O.C. from H.E will not be made and certificate to that effect will not be submitted.
17. That the Fresh property card in the name of the owner shall not be submitted.
18. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid Waste Management of M.C.G.M. shall not be provided.
19. That the installation of Rain Water Harvesting scheme as per the State Govt.'s directives U/No. TPB-4307/396/CR-124/2007/UD-11 dated 6<sup>th</sup> June 2007 shall not be provided before applying for occupation permission.
20. That the recycling plant for waste water shall not be provided.
21. That the completion of footpath, providing central dividers, lane marking and providing steel furniture shall not be completed.

**(D) THE FOLLOWING CONDITIONS TO BE COMPLIED WITH BEFORE**

**B.C.C.:**

1. That certificate under Section 270-A Of M.M.C. Act will not be obtained from H.E.'s Department regarding adequacy of water supply.

*[Signature]*  
Executive Engineer  
Building Proposals (City)



BR/CP/20-1113

बवई - ४	
४८९३	०३/२३०
२०१३	

**MUNICIPAL CORPORATION OF GREATER MUMBAI****FORM 'A'****MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966.**No. EEBPC/ 5113 / 1951A of 10-8-10**COMMENCEMENT CERTIFICATE**

To,

M/S Shreeniwas Cotton Mills Ltd.  
402, Senapati Bapat Marg  
Lower Parel, Mumbai - 400012

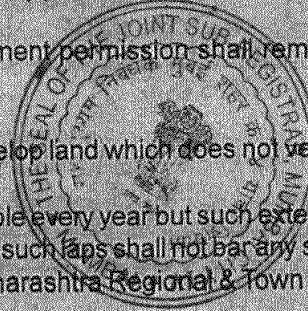
Ex-Eng Bldg. Proposal (City) - 1  
 E Ward, Municipal Office, 3rd Floor  
 10, S. K. Hafizuddin Marg, Bysulla,  
 Mumbai - 400 008

Sir,

With reference to your application No. 2437 dated 30.08.09

for Development Permission and grant of Commencement Certificate under Section 44 and 69 of the Maharashtra Regional and Town planning Act., 1966, to carry out development for Proposed residential building on plot bearing C.S. No. 443, 444, 445 (A) & 446 L.P. Div. Shreeniwas Cotton Mills and building permission under section 346 of the Bombay Municipal Corporation Act, 1888, to erect a building in Building No. — on Plot No./C.S.No./C.T.S. No. 443, 444, 445 (A) & 446 Division/Village/Town Planning Scheme No. Lower Parel Div. Situated at Road/Street Senapati Bapat Marg. Ward 4/5 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 laps 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 sanction 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 for Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresenting and the applicant and every person deriving title through or under his in such an event shall be deemed to have carried out the development work in contravention of Sec 43 & 45 of the Maharashtra Regional and Town Planning Act, 1966.





This c.c. is extended upto the staircase/lift core of 1st habitable floor for bldg. R-1 & R-2 as per amended approved plan dated 27/12/2011  
 EB/5113/GS/A of 14/2/12  
 27/12/2011  
 AE BPC VI

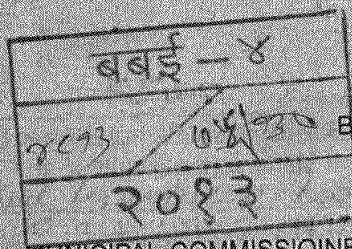
7) The conditions of this Certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successor and every person deriving title through or under him.

8) The Municipal Commissioner has appointed Shri. R. M. Jahagirdar Assistant Engineer, to exercise his powers and functions of the Planning Authority under section 45 of the said Act.

This Commencement Certificate is valid upto 9-8-2011

This c.c. is granted upto Plinth level as per approved plan dated 17.06.2010

For and behalf of Local Authority  
 The Municipal Corporation of Greater Mumbai.



Rajiv  
 10/8/10  
 Assistant Engineer  
 Building Proposals (City)/(R&R)

For MUNICIPAL COMMISSIONER FOR GREATER MUMBAI.

This c.c. is endorsed upto the plinth level for the residential building & upto top of stilt for public parking lot building as per amended approved plan dated 16.09.2010  
 EB/5113/GS/A of 06/8-10-10

Rajiv  
 08/10/10

This c.c. is endorsed upto the plinth level for the residential building & upto top of stilt for public parking lot building as per amended approved plan dated 16.10.2010  
 EB/5113/GS/A of 1-12-10  
 AE BPC VI

Rajiv  
 11/10/10  
 AE BPC VI

This c.c. is endorsed upto the plinth level for the residential buildings R1 & R2 / commercial bldg. C1 & upto the stilt for public parking lot bldg. as per amended approved plan dated 31/12/10  
 EB/5113/GS/A of 01-1-2-11

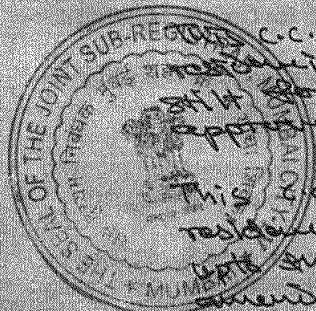
Rajiv  
 11/11/11  
 AE BPC VI

This c.c. is endorsed upto the plinth level for the residential building R1 & R2 / commercial bldg. C1 & upto the stilt for public parking lot bldg. as per amended approved plan dated 11/12/11  
 EB/5113/GS/A of 17-12-2011  
 AE BPC VI

Rajiv  
 19/12/11  
 AE BPC VI

This c.c. is endorsed upto the plinth level for the residential building R-1, R-2 & R-3 / commercial bldg. C1 & upto the stilt for public parking lot bldg. as per amended approved plan dated 27/12/2011  
 EB/5113/GS/A of 11/11/2012  
 AE BPC VI

Rajiv  
 11/12/11  
 AE BPC VI



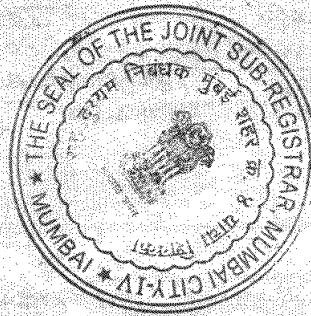
EB/5113/43/A of dt 10-11-2012  
 This c.c. is endorsed & extended up to the top of  
 48<sup>th</sup> floor of residential bldg R1 & up to the top of 40<sup>th</sup>  
 floor of resi. bldg. R2 & up to the plinth level for  
 resi. bldg. R-3 & <sup>up to the plinth</sup> commercial bldg C1 & up to the  
 stilt for public parking lot bldg. as per amended  
 approved plan dated 27/12/2011

*[Signature]*  
 10/9/2012  
 AEBPC VI

EB/5113/45/A dt 09-10-13

This c.c. is endorsed & extended to the top of 44<sup>th</sup> floor  
 for building R-1b 48<sup>th</sup> floor <sup>(C.C. 173-05/11)</sup> for building R-2 & full c.c. for  
 public amenity building as per amended plan dtl. 03/09/2013  
 (C.C. 161-85/11)

*[Signature]*  
 9/10/2013  
 AEBPC VI



बवई - ४
२९३ / ६६९ / २०१३
२०१३



बबई - ४	
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79C

**MUNICIPAL CORPORATION OF GREATER MUMBAI**  
**No. EB/513/35/A**

To,  
M/s. Spaceage Consultant,  
Architect,  
B-108, Naraj Building,  
Shivshakti Complex,  
Mulund Goregaon Link Road,  
Mulund (West)  
Mumbai 400 080.

Ex-Eng. Bldg. Proposal (City) - I  
15th Ward, Municipal Office, 3rd Floor  
10, S. K. Hafizuddin Marg, Byculla  
Mumbai - 400 008.

Sub: Proposed High Rise Residential and PPL  
Building on plot bearing C.S. No. 443, 444,  
2/445 and 446 of Lower Parel Division situated  
at Senapati Bapat Marg (Shreevinay Cotton  
Textile Mills) in G/South Ward.

Ref: Your letter dated 19.07.2010.

Sir,  
With reference to above, this is to inform you that the amended plans  
submitted by you are hereby approved subject to following conditions:

1. That all the conditions of I.O.D. under even No. dated 17.6.2010 shall be complied with.
2. That the revised structural design/calculations/details/drawings shall be submitted before extending C.C.
3. That payments towards following shall be made before asking for C.C.
  - a. Development charges
  - b. Premium towards balcony enclosure
4. That the Regd. Undertaking against misuse of refuge areas shall be submitted before asking for further C.C.
5. That the final N.O.C. from G.F.O. shall be submitted before asking for Occupation permission.
6. That the drainage layout shall be revised and be got approved from this office before carrying out further drainage work.
7. That the final N.O.C. from Tnc Authority shall be submitted before asking for occupation permission.
8. That the C.C. shall be got endorsed as per the amended plan.
9. That the work shall be carried out strictly as per approved plan.
10. That the final Structural stability certificate shall be submitted before asking for B.C.C.
11. That the N.O.C. from Inspector of Lifts shall be submitted.



बबई - ४
२०१३ / ०२/१३१
२०१३

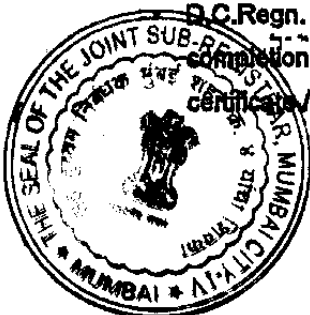




बबई - ४		
२०१३	६०	२३०
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12. That the vermiculture bins for the disposal of wet waste as per design and specifications of organization or companies specialized in this field as per list furnished by Solid waste Management of M.C.G.M. shall be provided.
13. That the provision of Rain Water Harvesting as per the diagram proposed by approved consultant in the field shall be made in the satisfaction of Municipal Commissioner shall be provided.
14. That the N.O.C. from High Power Committee for high rise building beyond 70 M shall be submitted before endorsement of C.C. beyond 70.0 M.
15. That the revised N.O.C. from E.E. (T&C) shall be submitted before asking further C.C.
16. That the N.O.C. from Ch.Eng.(M&E) for staircase / toilet with forced ventilation system and artificial lighting and basement shall be submitted.
17. That the N.O.C. from Ministry of Defence / Navy / Indian Meteorological Department shall be submitted before asking approval for height of building beyond 178.10 M.
18. That the N.O.C. from M.O.E.F. shall be submitted before asking for C.C. for built up area beyond 20000 Sq.Mt.
19. That the conditions mentioned in the letter u/No.ChE/7184/Roads & Tr. dated 04.11.2009 shall be complied with.
20. That the N.O.C. from Ch.E.(Roads) for releasing C.C. of public parking building shall be submitted.
21. That the C.C. for additional F.S.J. in lieu of D.C.Regn.33(24) shall be released only after handing over of public parking lot as per condition No.18 of the letter from Ch.E.(Roads) u/No.ChE/7184/Roads & Tr. dated 4.11.2009.
22. That the conditions mentioned in C.F.O. N.O.C. u/No.FB/HR/City/155 dated 03.07.2010 shall be complied with and completion certificate to that effect shall be submitted before occupation certificate / handing over of Public Parking Lot.
23. That the conditions mentioned in the N.O.C. from Jt. Commissioner of Police (Traffic) under No.TPHQ / DCP / HQ / PIG / Tr / M.C.G.M. / Multi-storied / public parking / Worli Tr.Dvn. / Shreenivas Cotton Mills / D.C.Regn. / 177/09 dated 28.08.2009 shall be complied with and completion to that effect shall be submitted before asking occupation certificate / handing over Public Parking Lot.



बबई - ४	
२०१३	०९/१३०
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24. That the necessary remarks from S.W.D. Department and S.P. (P&D) shall be submitted before asking for C.C. and completion certificate to that effect shall be submitted before asking occupation certificate / handing over of Public Parking Lot.

25. That the necessary legal documents shall be prepared and thereafter, execute the documents transferring the ownership of Public Parking Lot in favour of M.C.G.M.

A set of amended plans duly stamped/signed is hereby returned as a token of approval.

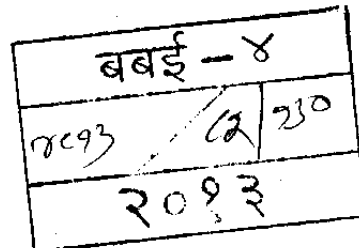
Yours faithfully,

*sd*  
Executive Engineer  
(Building Proposal) City-I

No. EB/5113/GS/A 16/9/10

- Copy to :
1. M/s. Shreenivas Cotton Mills Ltd.  
402, Senapati Bapat Marg  
Lower Parel  
Mumbai 400 012
  2. Asst. Commissioner G/South Ward
  3. A.E.W.W. G/South Ward
  4. Dy. A & C. City

*Heema*  
16/9/2010  
Executive Engineer  
(Building Proposal) City-I



Annexure 'D'

**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**

M/s. Shreeniwas Cotton Mills Limited

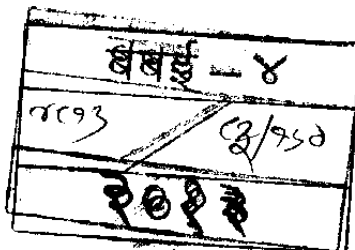
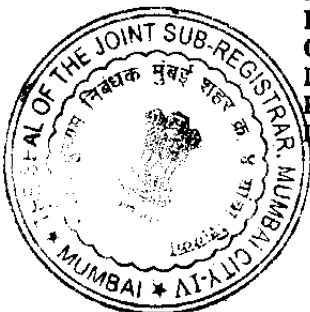
(ex-parte)

Re : Property details of which are mentioned hereinbelow i.e.

Cadastral Survey Number (Lower Parel Division)	Area as per document		Area as per Property Card	
	Sq. yards	Sq. mts.	Sq. yards	Sq. mts.
443	11,258.00	9,413.12	11,450.00	9,574.20
444	4,261.00	3,562.73	4,671.00	3,905.55
2/445	3,447.00	2,282.00	—	2,882.00
446	58,119.00	48,594.89	59,686.00	49,905.72
	77,085.00	63,852.74	75,807.00	66,267.47

aggregating in all 77,085 sq. yards equivalent to 63852.74 sq.mts. (as per documents) and 75,807.00 sq. yards equivalent to 66,267.47 sq.mts. (as per Property Card) known as Shreeniwas Mills, lying being and situated at Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 and assessed by Municipal Corporation in "G" South Ward under various ward numbers.

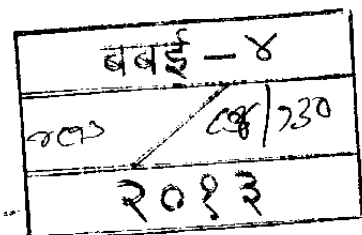
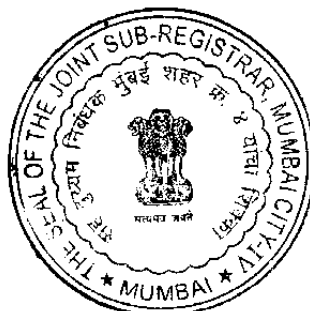
1. By Deed of Conveyance dated 7<sup>th</sup> August, 1935 executed and registered under No.3385 of 1935 on 09.09.1935 in Book - I with the Sub-Registrar of Assurances at Mumbai, between Fazulboy Mills Limited (in liquidation) as a Vendor of the One Part, the Official Liquidator of the Second Part and Hazarimal Somani and 14 Others, Partners of Hazarimal Somani as Confirming Parties of the Third Part and Shreeniwas Cotton Mills Limited as Purchasers of the Fourth Part, the said Vendors with the confirmation of Liquidator and Confirming Parties sold and conveyed to Shreeniwas Cotton Mills Limited ALL THAT Forus land admeasuring 58,119 sq. yards equivalent to 48,594.89 sq.mts. bearing Cadastral Survey No.446 Lower Parel Division more particularly described in First Schedule hereunder written for valuable consideration and on terms, covenants and conditions stated therein. Pursuant thereto, name of the Shreeniwas Cotton Mills Limited as an Owner was entered on the Property Card.
2. By Deed of Conveyance dated 25<sup>th</sup> November, 1935 executed and registered under No.5179 of 1935 on 29/01/1936 in Book - I with the Sub-Registrar of Assurances at Mumbai, by Shantaram Bauram Rawate and Others as Vendors of the One Part and The Shreeniwas Cotton Mills Limited as Purchasers of the Other Part, the said Shantaram Bauram Rawate and Others had sold and conveyed to Shreeniwas Cotton Mills Limited ALL THAT piece and parcel of land bearing in Cadastral Survey



- No.443 Lower Parel Division admeasuring 11,258 sq. yards equivalent to 9413.12 sq.mts. more particularly described in Schedule - B thereunder and Second Schedule hereunder written for valuable consideration and on terms, covenants and condition stated therein. Pursuant thereto, name of the Shreeniwas Cotton Mills Limited as an Owner was entered on the Property Card.
3. By Deed of Conveyance dated 31<sup>st</sup> January, 1959 executed and registered under No.1458 of 1959 on 27/08/1959 in Book - I with the Sub-Registrar of Assurances at Mumbai by Kantilal Jivabbhai as a Vendor of the One Part, and The Shreeniwas Cotton Mills Limited as Purchasers of the Other Part, the said Kantilal Jivabbhai had sold and conveyed to Shreeniwas Cotton Mills Limited ALL THAT portion of piece and parcel of land comprised in Cadastral Survey No.444 Lower Parel Division admeasuring 2639 sq. yards equivalent to 2206.54 sq.mts. more particularly described in Second Schedule thereunder and Firstly in Third Schedule hereunder written for valuable consideration and on terms, covenants and condition stated therein. However, the Property Card of the said Property is reflecting the name of Kantilal Jivabbhai as a Beneficial Owner.
  4. By Indenture dated 16<sup>th</sup> July, 1963 executed and registered under No. 3036 of 1963 on 05/10/1964 with the Sub-Registrar of Assurances at Mumbai by Kantilal Jivabbhai in his personal capacity and as a karta and manager of his Joint and Hindu family comprise of his wife Sushila, sons Balkrishna and Umesh (minor) and daughters Rashmi and Meenu (minor) as Vendors of the One Part and Shreeniwas Cotton Mills Limited as the Purchasers of the Other Part, the said Vendors granted, sold, released, conveyed, transferred and assured to and unto the said Purchasers, the Property bearing Cadastral Survey No.444 of Lower Parel Division admeasuring 1622 sq. yards equivalent to 1356.19 sq.mts. more particularly described in Schedule thereunder written and Secondly in Third Schedule hereunder written for valuable consideration and on terms, covenants and condition stated therein. However, the Property Card of the said Property is reflecting the name of Kantilal Jivabbhai as a Beneficial Owner.
  5. By Indenture dated 30<sup>th</sup> June, 1973 executed and registered under No. 2582 of 1973 on 29/10/1975 in Book - I with the Sub-Registrar at Bombay by Madhusudan Mills Limited as Vendor of the One Part and Shreeniwas Cotton Mills Limited as the Purchaser of the Other Part, the said Vendor had granted, sold, released, conveyed and assured to and unto the said Purchasers, the Property bearing Cadastral Survey No.445P (now 2/445) of Lower Parel Division admeasuring 3447 sq. yards equivalent to 2882 sq.mts. more particularly described in Second Schedule thereunder written and Fourth Schedule hereunder written for valuable consideration and on terms, covenants and condition stated therein. Pursuant thereto, name of the Shreeniwas Cotton Mills Limited as an Owner was entered on the Property Card.

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Page 2 of 7



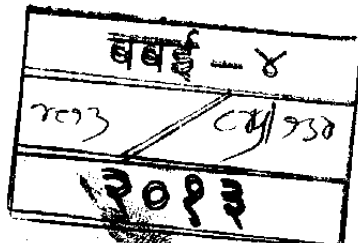
**Pradip Garach**  
Advocate  
High Court, Bombay

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

6. By an Order dated 25<sup>th</sup> July 1984 passed in Company Petition No. 642 of 1983, the Hon'ble Bombay High Court directed that the Company viz. Shreeniwas Cotton Mills Limited be wound up. Pursuant to the Order dated 3<sup>rd</sup> August, 2009 passed in Company Application No.1294 of 2007 in Company Petition No.642 of 1983, the Hon'ble Bombay High Court inter alia permanently stayed the said Order dated 25<sup>th</sup> July, 1984 of winding up the said Company and further ordered that the Liquidator stood discharged in respect of Shreeniwas Cotton Mills Limited and its properties and thereupon the Official Liquidator of the said Company was ordered to hand over the properties and record of the said Company to the Shreeniwas Cotton Mills Limited to restart spinning activity.
7. I have also perused Property Register Cards issued in respect of aforesaid Properties which records their respective area as follows :-

Cadastral Number	Survey	Area in Sq.mtrs
443		9,574.20
444		3,905.55
446		49,905.72
2/445		2,882.00
Total		66,267.47

8. Besides, (i) the Property Register Card of Property comprised in Cadastral Survey No. 446 reflects entries viz.
- Deed No.626 i.e. Debenture Trust Deed dated 27/12/1958 from Shreeniwas Cotton Mills Limited to (i) Purushottamdas Bangur, (ii) Vasudev Somani and (iii) Dhirajlal Maganlal.
  - Deed No.3127 i.e. Supplemental Debenture Trust Deed dated 20/07/1970 between Shreeniwas Cotton Mills Limited to (i) Purushottamdas Bangur, (ii) Vasudev Somani and (iii) Dhirajlal Maganlal.
  - Deed No.247 i.e. Confirmation Deed dated 14/01/1971 between Shreeniwas Cotton Mills Limited to (i) Purushottamdas Bangur, (ii) Vasudev Somani and (iii) Dhirajlal Maganlal.
- (ii) the Property Register Card of Property comprised in Cadastral Survey No. 444 reflects entry viz.
- Deed No.1337/79 i.e. Deed of Supplemental Debenture Trust dated 28/05/1979 between (i) Shreeniwas Cotton Mills Limited and State Bank of India.



Page 3 of 7

(iii) the Property Register Card of Property comprised in Cadastral Survey No. 443 reflects entries viz.

- a) Deed No.626 i.e. Debenture Trust Deed dated 27/12/1958 from Shreeniwas Cotton Mills Limited to (i) Purushottamdas Bangur, (ii) Vasudev Somani and (iii) Dhirajlal Maganlal.
- b) Deed No.3127 i.e. Supplemental Debenture Trust Deed dated 20/07/1970 between Shreeniwas Cotton Mills Limited to (i) Purushottamdas Bangur, (ii) Vasudev Somani and (iii) Dhirajlal Maganlal.
- c) Deed No.1351 i.e. Deed of Appointment of New Trustees dated 20/03/1972 between Shreeniwas Cotton Mills Limited to State Bank of India.
- d) Deed No.1337 i.e. Deed of Supplemental Debenture Trust Deed dated 28/05/1979 between Shreeniwas Cotton Mills Limited to State Bank of India.

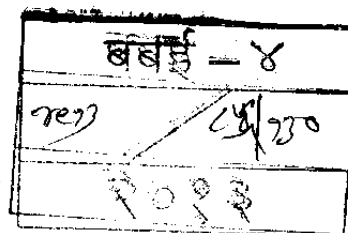
9. By an Order dated 8<sup>th</sup> January 2010 passed in Company Application No. 1326 of 2009 in Company Application No. 1294 of 2007 in Company Petition No. 642 of 1993, the Hon'ble Bombay High Court inter alia directed that :-

- (i) the State Bank of India shall stand discharged as the Debenture Trustee and Mortgagee in respect of assets and properties of The Shreeniwas Cotton Mills.
- (ii) All the documents in connection with Debentures shall stand cancelled generally and in particular a) the Debenture Trust Deed dated 27<sup>th</sup> December, 1958, b) Supplemental Trust Deed dated 20<sup>th</sup> December, 1970, c) Deed of Confirmation dated 14<sup>th</sup> January 1971 and d) Deed of Appointment of New Trustees, e) Declaration of Directors confirming the mortgage dated 21<sup>st</sup> January 1981 which are mentioned in Clause No.8 hereinabove.

10. In this regard, the State Bank of India has issued a Certificate dated 21<sup>st</sup> November 2009 certifying that there are no dues payable by Shreeniwas Cotton Mills Limited with regard to the credit facility extended by State Bank of India. Thus, all debts and liabilities under the Debenture Trust Deed and Supplemental Trust Deed thereto have now been paid off. However, the necessary mutations to that effect are yet to be carried out on the Property Register Card. The Shreeniwas Cotton Mills Limited are in process of carrying out deletions/mutations, as the case may be, to update the Property Register Card as stated hereinafter

11. Under the cover of letter dated 11<sup>th</sup> June 2010, Shreeniwas Cotton Mills Limited have made an application to the Superintendent of Land Record for deletion of the Entries reflected in the Property Card in connection with

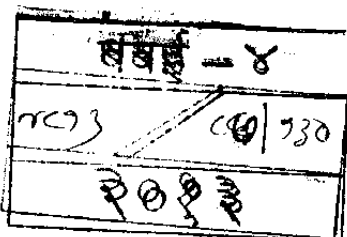
Page 4 of 7



Debenture Trust Deed, Supplemental Debenture Trust Deed thereto and other documents in connection therewith pursuant to the Order dated 8<sup>th</sup> January 2010 annexed therewith Minutes of Order as referred in Clause No. 9 hereinabove and same are awaited.

12. Simultaneously, by another letter dated 11<sup>th</sup> June 2010 Shree Niwas Cotton Mills Limited have made an application to the Superintendent of Land Record for mutation of revenue record viz. Property Register Card to bring the name of Shree Niwas Cotton Mills Limited with respect to Cadastral Survey No.444 pursuant to the Deed of Conveyance dated 31<sup>st</sup> January 1959 and Deed of Conveyance dated 16<sup>th</sup> July 1963 as stated in Clause No. 3 and 4 hereinabove and the same are awaited.
13. I have investigated the Title of Shree Niwas Cotton Mills Limited to the captioned properties more particularly described in FIRST TO FOURTH Schedule hereunder written by (i) perusing the copies of the documents and title deeds produced for my inspection and (ii) by causing to take search in the office of Sub-Registrar of Assurances at Mumbai for the period 1924 to August, 2010 and with the revenue authorities and as per Search Report there is no document of title other than Debenture Trust Deed and Supplemental thereto and Other ancillary documents in connection therewith (which stand cancelled / terminated as stated hereinabove), was found to have been registered affecting title of Shree Niwas Cotton Mills Limited to the said Properties.
14. I have also seen a copy of online Search by Jinal Shah Company Secretary dated 27<sup>th</sup> September 2010 and her Report indicates there is no charge found to have been registered on the said Properties.
15. I am informed that there is only pending subsisting litigation viz. :-  

"T.E. & R. Suit No.72/94 of 2010 filed by Shree Niwas Cotton Mills Limited against Central Bank of India before Hon'ble Small Causes Court at Mumbai for eviction of Central Bank of India from the suit premises viz. ground floor and first floor admeasuring 2496 sq.ft. or thereabout in the building standing on the land bearing CTS No.446 of Lower Parel Division known as Shree Niwas Mills Compound, Senapati Bapat Marg, Lower Parel, Mumbai - 400 013".
16. By a Deed of Mortgage dated 24/09/2010 registered under No.9580 of 2010 on 27/09/2010 executed amongst Shree Niwas Cotton Mills Limited as the Mortgagor of First Part, Lodha Developers Limited as the First Borrower of the Second Part, Shree Niwas Cotton Mills Limited as the Second Borrower of the Third Part and IDBI Trusteeship Service Limited as a Security Trustee of the Fourth Part, the Mortgagor has mortgaged, transferred by way of mortgage and charged the said Property as security



in favour of Security Trustee for the benefit of Lenders therein for mortgaged amount and on terms, conditions and covenants stated therein.

17. Subject to what is stated hereinabove and on the basis of documents made available for my inspection, I am of the opinion that Shreeniwas Cotton Mills Limited is having a clear and marketable title free from all encumbrances to the captioned properties more particularly described in the First Second Third and Fourth Schedules hereunder written.

**FIRST SCHEDULE ABOVE REFERRED TO:**

ALL THAT Forus land and structure standing thereon bearing Cadastral Survey No.446 Lower Parel Division admeasuring 58,119 sq. yards equivalent to 48,594.89 sq.mts. (as per documents) and 59,686 sq. yards equivalent to 49,905.72 sq.mts.(as per property card) and lying being and situated at Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 in the district and sub-district of Mumbai City and Mumbai Suburban and assessed by Municipal Corporation under Ward "G - South" under various ward numbers

**SECOND SCHEDULE ABOVE REFERRED TO:**

ALL THAT piece and parcel of land and structure standing thereon comprised in Cadastral Survey No.443 Lower Parel Division admeasuring 11,258 sq. yards equivalent to 9413.12 sq.mts. (as per the document) and admeasuring 11450 sq.yards equivalent to 9574.20 sq.mts. (as per the Property Card) lying being and situated at Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 in the district and sub-district of Mumbai City and Mumbai Suburban and assessed by Municipal Corporation under Ward "G - South" under various ward numbers.

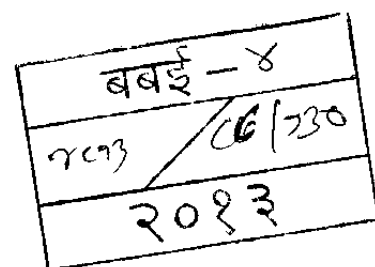
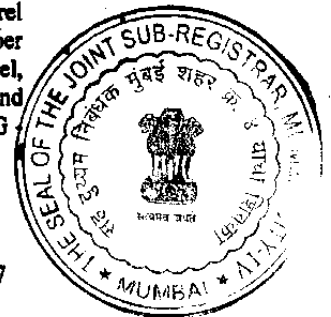
**THIRD SCHEDULE ABOVE REFERRED TO:**

**FIRSTLY** : ALL THAT portion of piece and parcel of land and structure standing thereon comprised in Cadastral Survey No.444 Lower Parel Division admeasuring admeasuring 2639 sq. yards equivalent to 2206.54 sq.mts. (as per document) lying being and situated at Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 in the district and sub-district of Mumbai City and Mumbai Suburban and assessed by Municipal Corporation under Ward "G - South" under various ward numbers

**SECONDLY** : ALL THAT portion of piece and parcel of land and structure standing thereon comprised in Cadastral Survey No.444 Lower Parel Division admeasuring 1622 sq. yards equivalent to 1356.19 sq.mts. (as per document) lying being and situated at Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 in the district and sub-district of Mumbai City and Mumbai Suburban and assessed by Municipal Corporation under Ward "G South" under various ward numbers.

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Page 6 of 7





**Pradip Garach**  
Advocate  
High Court, Bombay

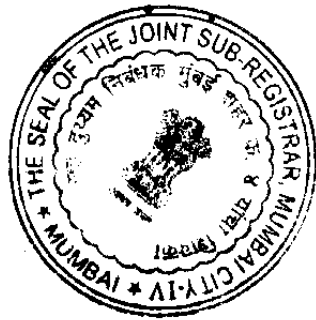
6, Roz-a-Rio Apartments,  
L. B. S. Road, Kamani,  
Kurla (West), Mumbai - 400 C  
Phone : 6500 5157

**FOURTH SCHEDULE ABOVE REFERRED TO:**

ALL THAT piece and parcel of land and structure standing thereon comprised in Cadastral Survey No.445P (now 2/445) of Lower Parel Division admeasuring 3447 sq. yards equivalent to 2882 sq.mts. (as per document and as per property card) lying being and situated at Senapati Bapat Marg, Lower Parel, Mumbai - 400 013 in the district and sub-district of Mumbai City and Mumbai Suburban and assessed by Municipal Corporation under Ward "G - South" under various ward numbers.

Dated this <sup>6<sup>th</sup></sup> day of October, 2010

  
(Pradip Garach)  
Advocate High Court, Bombay



बबई - ४
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THE SEVEN MILE ROAD, MUMBAI

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THE SEVEN MILE ROAD, MUMBAI

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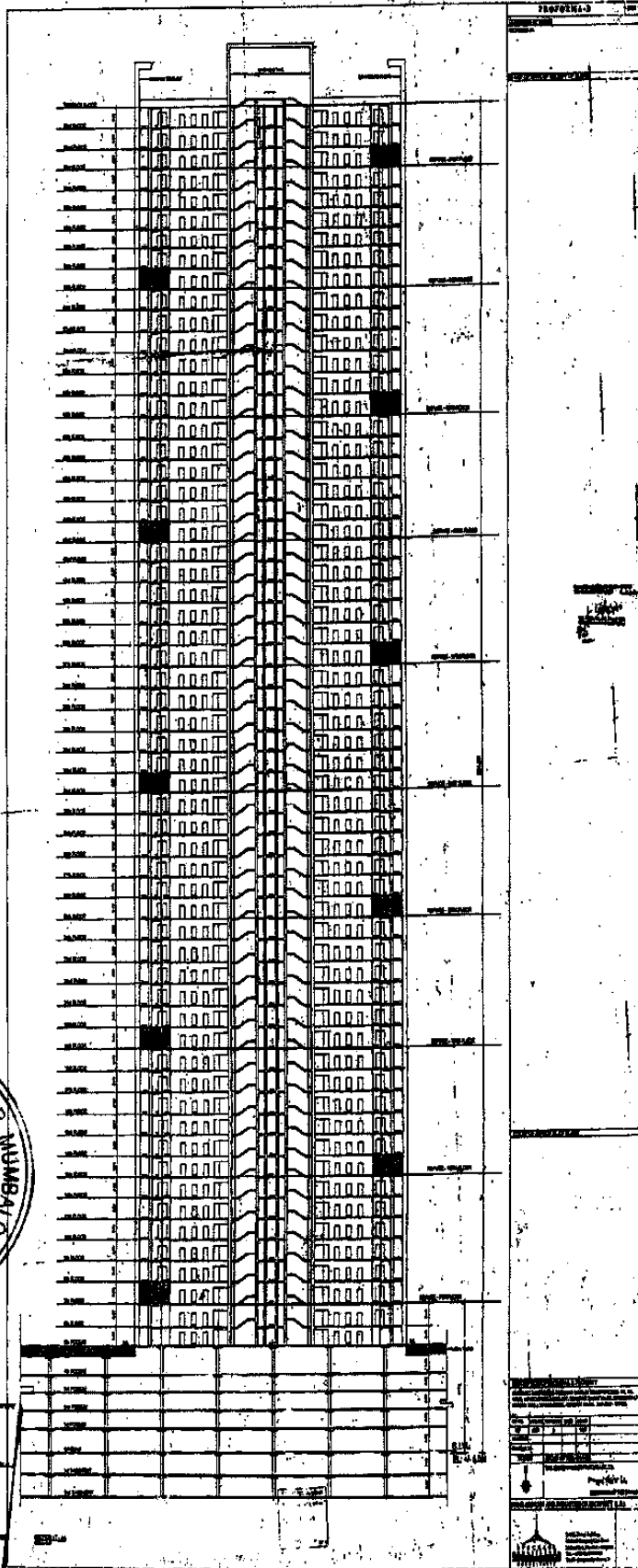
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बल्क - ४
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बखत - ४  
४०३ / २२/१३०  
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बबई - ४
२९३ / २९१/२३०
२०१३

## घोषणापत्र

मी / आम्ही श्री . सुरेन्द्रन नायर, मरीशा सुतारी, ऋतुजा ओक, तेजल इंजीनीयर याद्वारे घोषित करतो / करते की, दुय्यम निबंधक ~~मुंबई~~ यांचे कार्यालयात ~~कराखासा~~ या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात आला आहे . अभिनंदन लोढा, अभिशेक लोढा, सुरेन्द्र के .शाह, संदीप सक्सेना, मंगेश पुराणीक व इ.यांनी दि. २३.१२.२०१० रोजीआम्हाला दिलेल्या कुलमुखत्यारपत्राच्या आधारे आम्ही सादर दस्त नोंदणीस सादर केला आहे निष्पादीत करून कबुलीजबाब दिला आहे .सादर कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केले नाही किंवा कुलमुखत्यारपत्र लिहून देणार व्यक्तीपैकी कोणीही मयत झाले नाही किंवा अन्य कोणत्याही कारणामुळे कुलमुखत्यारपत्र पुर्णपणे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही . सादरचे कुलमुखत्यारपत्र पुर्णपणे वैध असून उपरोक्त कृती करण्यास मी आम्ही पुर्णतः सक्षम आहे .सादरचे कथन चुकीचे आढळून आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी आम्ही पात्र राहिन राहू याची मला आम्हाला जाणीव आहे .

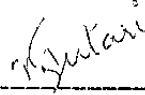
तारीख :- ०६/१२/१९

ठिकाण :- मुंबई

कुलमुखत्यारपत्रधारकाची सही व नाव



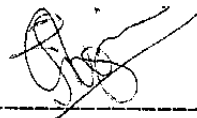
श्री . सुरेन्द्रन नायर,



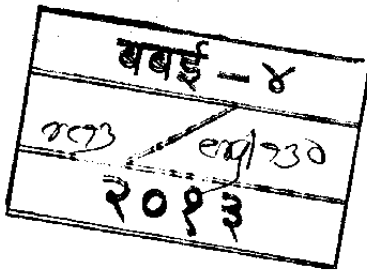
मरीशा सुतारी,



ऋतुजा ओक,



तेजल इंजीनीयर



## घोषणापत्र

मी / आम्ही पंढरी केसरकर, राहूल वंडेकर, रमेश रावल, प्रमोद कांबळे,  
अनील पालांडे याद्वारे घोषित करतो / करते की, दुय्यम निबंधक मुंबई यांचे  
कार्यालयात कराबनाम या शिर्षकाचा दस्त नोंदणीसाठी सादर करण्यात  
आला आहे. श्री. सुरेन्द्रन नायर, मरीशा सुतारी, ऋतुजा ओक, तेजल इंजीनीयर व  
इ.यांनी दि. २३.१२.२०१० रोजी आम्हाला दिलेल्या कुलमुखत्यारपत्राच्या आधारे आम्ही  
सादर दस्त नोंदणीस सादर केला आहे निष्पादीत करून कबुलीजबाब दिला आहे. सादर  
कुलमुखत्यारपत्र लिहून देणार यांनी कुलमुखत्यारपत्र रद्द केले नाही किंवा कुलमुखत्यारपत्र  
लिहून देणार व्यक्तीपैकी कोणीही मयत झाले नाही किंवा अन्य कोणत्याही कारणामुळे  
कुलमुखत्यारपत्र पुर्णपणे कुलमुखत्यारपत्र रद्दबातल ठरलेले नाही. सादरचे कुलमुखत्यारपत्र  
पुर्णपणे वैध असुन उपरोक्त कृती करण्यास मी आम्ही पुर्णतः सक्षम आहे. सादरचे कथन  
चुकीचे आढळुन आल्यास, नोंदणी अधिनियम १९०८ चे कलम ८२ अन्वये शिक्षेस मी  
आम्ही पात्र राहिन राहू याची मला आम्हाला जाणीव आहे.

तारीख :- ०९/१२/१३

ठिकाण :- मुंबई

कुलमुखत्यारपत्रधारकाची सही व नाव

पंढरी केसरकर,

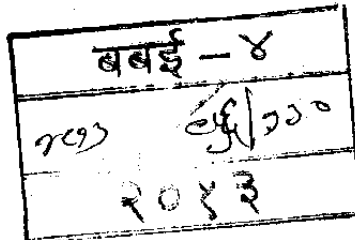
राहूल वंडेकर,

रमेश रावल,

प्रमोद कांबळे,

अनील पालांडे

सादर अखत्यारपत्राचे सत्यतेविषयी मी संपुर्ण चौकशी केली आहे व सत्यतेविषयी मी  
खात्री करून घेतली आहे.



पर्वेसरची सही



नमूना क्र. १) (Fin. R. Form No. 1)

सर्वसा. ११३ मं.

Gen 113 me.

मूल प्रत  
ORIGINAL COPY

[अहस्तांतरणीय]  
[NON TRANSFERABLE]

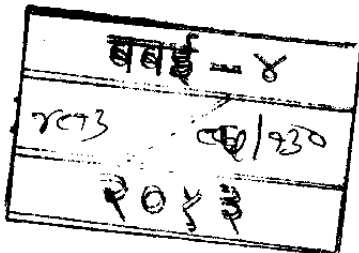
मुद्रांक ५०७६१०  
मुद्रांक शुल्क ५००/-

शासनास केलेल्या प्रदानाची पावती  
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place..... २ दिनांक/Date..... २३/१२/२०१०  
..... वाच्यताकाल  
Received from..... श्री ० अश्विनदास मोदी  
रु./Rs..... ३००/- रुपयें अक्षर फक्त  
..... याकरिता मिळाले.  
on account of.....

रोख्याल वा लेखापाल  
Cashier or Accountant.

जह दुय्यम निव्वळी  
जही/Signature



**SPECIAL POWER OF ATTORNEY**

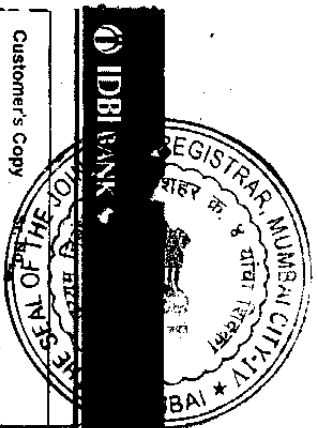
To all to whom this present shall come, We 1) MACROTECH CONSTRUCTION PRIVATE LIMITED. (2) LODHA LAND DEVELOPERS PRIVATE LIMITED. (3) LODHA ESTATE PRIVATE LIMITED. (4) LODHA CONSTRUCTION PRIVATE LIMITED. (5) LODHA BUILDERS PRIVATE LIMITED. (6) ARIHANT PREMISES PRIVATE LIMITED (7) LODHA PROPERTIES DEVELOPMENT PRIVATE LIMITED. (8) LODHA HOME DEVELOPERS PRIVATE LIMITED. (9) SIMTOOL PRIVATE LIMITED. (10) LODHA BUILDCON PRIVATE LIMITED. (11) LODHA NOVEL BUILD FARMS PRIVATE LIMITED. (12) MAA PADMAVATI BUILDTECH PRIVATE LIMITED. (13) LODHA HEALTHY CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED. (14) COWTOWN AND DEVELOPMENT PRIVATE LIMITED. (15) LODHA CROWN BUILD MART PRIVATE LIMITED. (16) LODHA DWELLERS PRIVATE LIMITED. (17) LODHA IMPRESSION REAL ESTATE PRIVATE LIMITED. (18) LODHA DEVELOPERS LIMITED. (19) LODHA PINNACLE BUILD TECH PRIVATE LIMITED. (20) GALAXY PREMISES PRIVATE LIMITED. (21) MAHAVIR BUILD ESTATE PRIVATE LIMITED. (22) MICROTECH CONSTRUCTION PRIVATE LIMITED. (23) SHREENIWAS COTTON MILLS LTD. (24) NATIONAL STANDARD INDIA LIMITED. (25) SANTH NAGAR ENTERPRISE LIMITED. (26) LODHA QUALITY BUILD MART PRIVATE LIMITED. (27) LODHA DEVELOPERS PRIVATE LIMITED. (28) LODHA PRIME BUILD FARMS PRIVATE LIMITED. all of them Private Limited Companies registered under the Companies Act, 1956 and having its registered office at 216, Shah and Nahar, Dr. E. Moses Road, Worli, Mumbai - 400 018 and sales office at Lodha Pavilion, Apollo Mills Compound, N.M. Joshi Marg, Mahalaxmi - (hereinafter for the sake of brevity collectively to as "the said Companies") and We LODHA GROUP OF COMPANIES 2) M/S. VIVEK ENTERPRISES, 3) M/S. SHREE SAINATH ENTERPRISES, 4) M/S PRANIK LANDMARK ASSOCIATES, All of the 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 Pavilion, Apollo Mills Compound N.M Joshi Marg, Mahalaxmi, Mumbai-400 011 ( hereinafter referred to as "the said Firms" )

बनाई अर्थात् शिवाजीनगर बँक लि.  
 For IDBI BANK LTD.  
 Industrial Development Bank of India Ltd.  
 Kothrud, P.O. Sec. 2, Pune-411 004  
 Maharashtra  
 Director (Legal) - 020 2511 0114



शुद्ध 86436  
 174803  
 5001-P85319  
 14:19  
 DEC 02 2010  
 MAHARASHTRA

Customer's Copy	Date 01/12/10.
Deposit Br.	
Pay to: Acct. No. 004372000 10028 idbi bank A/c stamp duty	
Type of Document	Power of Attorney
Type of Stamp	Special Adhesive
Franking Value	Rs. 500/-
Service Charges	Rs. 10/-
Total	Rs. 510/-
Name of stamp duty paying party	Susodhan Nair.
Cheque / DD No.	
Drawn on Bank	FRANKED ON
Signature of Purchaser / Applicant	(Signature)
Date	02 DEC 2010
DC No.	
Franking Sr. No.	
Authorized By	For IDBI BANK LTD
Sign. Name & ENF	(Signature)
Authorized Signatory	(Signature)



8-1-10  
 2013 / 06/237  
 2013

And residing /office at Lodha Paradise, Majiwada, Thane (West)

**SEND GREETINGS**

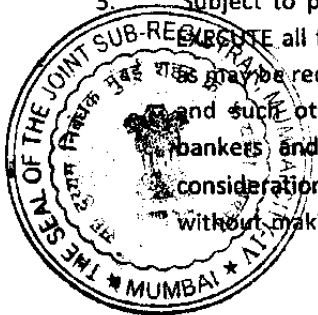
WHEREAS the said Companies are engaged in business of real estate and property development and constructing various Buildings comprised of Residential Flats, and such other premises and selling such Residential Flats and such other premises in Mumbai and elsewhere in India.

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



NOW KNOW YOU ALL AND THESE PRESENTS WITNESS that We ABHINANDAN LODHA, ANSHEK LODHA, MANGESH PURANIK, SANDEEP SAXENA, SURENDRA. K. SHAH of Mumbai, Indian and one of the Director of the said Companies doth hereby appoint nominate and constitute the said SHRI SURENDRAN NAIR, MRS. MARISHA SUTARI, MRS. RUTUJA OAK and MS. TEJAL ENGINEER as true and lawful attorneys or agents of the said respective Companies with full powers and authority to jointly and severally do and execute all act, matters, deeds and things as hereinafter mentioned on behalf of, in the name of and for the Companies viz.

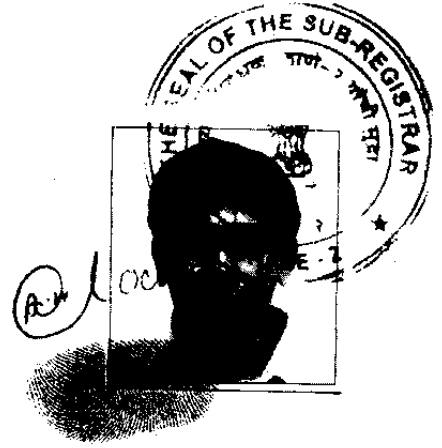
1. TO SIGN AND EXECUTE Letter of Allotment for the purpose of sale and allotment of Residential flats and such other premises in buildings constructed by the said Companies on the properties in different development projects in terms of Allotment letter approved by the said Companies or any of them.
2. TO ENTER INTO, SIGN AND EXECUTE Agreements for sale in connection with the Residential Flats, and such other premises in Building/s constructed by the said Companies on the properties in different development projects and incidental thereto signs necessary forms and papers for the purpose of effective registration of such Agreements.
3. Subject to prior approval of the management of the Company TO SIGN AND EXECUTE all forms, writing, affidavit and other ancillary papers and documents, 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



वर्क - ४	
२०१३	२२/१३०

*(Handwritten signatures and initials)*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
MACROTECH CONSRTUCTION PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....



SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA DEVELOPERS LIMITED  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

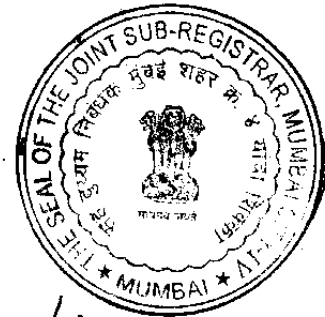
A handwritten signature in black ink, appearing to read "Abhinandan Lodha".



SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA ESTATE PRIVATE LIMITED.,  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

A handwritten signature in black ink, appearing to read "Abhinandan Lodha".

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA CONSTRUCTION PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....



A handwritten signature in black ink, appearing to read "Abhinandan Lodha".

बबई - ४
२०१३ / १०० / १३०
२०१३

A collection of handwritten signatures and initials in black ink, including what appears to be "A/L" and several other scribbled marks.

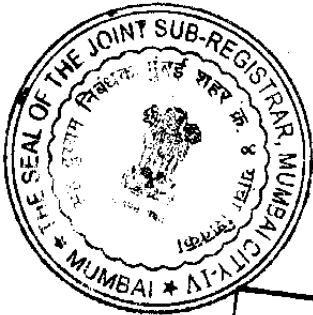
whatsoever nature thereto on behalf and against the said Companies to or by the banker or financial Institution.

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

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

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

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



बवई - ४
२०१३ / २०१३
२०१३

Handwritten signatures and initials, including a large signature at the top right and several initials below it.

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA HOME DEVELOPERS PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

*(A. Lodha)*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA BUILDCON PRIVATE LIMITED. ,  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

*(A. Lodha)*



SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA HEALTHY CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

*(A. Lodha)*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA CROWN BUILDMART PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

*(A. Lodha)*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA DEVELOPERS PRIVATE LIMITED.

बवई - ४
२०० / २०२ / २०३०
२०१



*(Handwritten signatures and initials)*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
M/S. VIVEK ENTERPRISES  
By and through their one of the Partner  
Mr. Abhinandan Lodha  
In the presence of ....

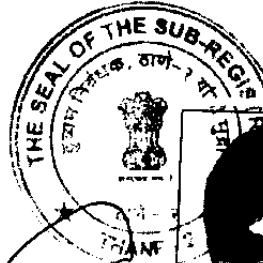
*Abhishek*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
M/S. SHREE SAINATH ENTERPRISES  
By and through their one of the Partner  
Mr. Abhinandan Lodha  
In the presence of ....

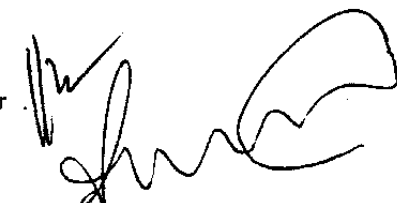
*Abhishek*



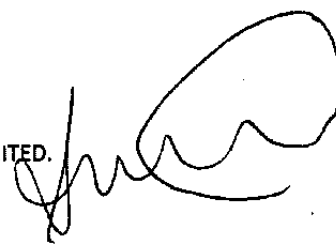
SIGNED SEALED AND DELIVERED  
BY and withinnamed  
MAA PADMAVATI BUILDTECH PRIVATE LIMITED.  
By and through their one of the Director  
Mr. ABHISHECK LODHA  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....



SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA DWELLERS PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Abhishek Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....



SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA QUALITY BUILD MART PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Abhishek Lodha  
Pursuant to the resolution of the Board



बबई - ४
२०१३ / २०१३
२०१३

*Abhishek Lodha*

By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of ....

*(A. Lodha)*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA PRIME BUILD FARMS PRIVATE LIMITED  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

*(A. Lodha)*



SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA BUILDERS PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

*Handwritten signature*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
COWTOWN LAND DEVELOPMENT PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Abhinandan Lodha  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

*(A. Lodha)*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
M/S. LODHA GROUP OF COMPANIES  
By and through their one of the Partner  
Mr. Abhinandan Lodha  
In the presence of ....

*(A. Lodha)*

बबई - ४		
२०१३	१०४	१३०
२०१३		

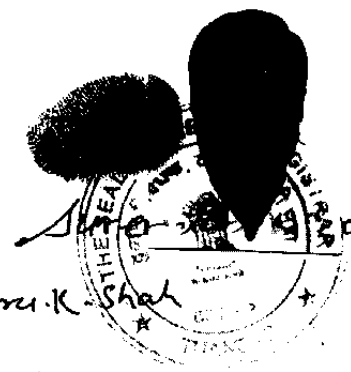


*Handwritten signatures and initials*



Of Directors dated \_\_\_\_\_ 2010  
In the presence of ....

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
GALAXY PREMISES PRIVATE LIMITED  
By and through their one of the Director  
Mr. SURENDRA. K. SHAH  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of ....


*Surendra K. Shah*  


SIGNED SEALED AND DELIVERED  
BY and withinnamed  
SANTHAGAR ENTERPRISES LTD  
By and through their one of the Director  
Mr. SURENDRA. K. SHAH  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of ....



*Surendra K. Shah*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA PROPERTIES DEVELOPMENT PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Sandeep Saxena  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

*Sandeep Saxena*  


SIGNED SEALED AND DELIVERED  
BY and withinnamed  
SIMTOOLS PRIVATE LIMITED.,  
By and through their one of the Director  
Mr. Sandeep Saxena  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of .....

*Sandeep Saxena*  
*Sh*  
*Pat*

बस - ४
४८९३ / १०/१/२३०
३०९३



SIGNED SEALED AND DELIVERED

BY and withinnamed

LODHA IMPRESSION REAL ESTATE PRIVATE LIMITED.

By and through their one of the Director

Mr. Sandeep Saxena

Pursuant to the resolution of the Board

Of Directors dated \_\_\_\_\_ 2010

In the presence of .....

SIGNED SEALED AND DELIVERED

BY and withinnamed

SHREENIWAS COTTON MILLS LTDIMITED

By and through their one of the Director

Mr. Sandeep Saxena

Pursuant to the resolution of the Board

Of Directors dated \_\_\_\_\_ 2010

In the presence of .....



SIGNED SEALED AND DELIVERED

BY and withinnamed

LODHA PINNACLE BUILD TECH PRIVATE LIMITED.

By and through their one of the Director

Mr. Sandeep Saxena

Pursuant to the resolution of the Board

Of Directors dated \_\_\_\_\_ 2010

In the presence of ....

SIGNED SEALED AND DELIVERED

BY and withinnamed

MAHAVIR BUILD ESTATE PRIVATE LIMITED

By and through their one of the Director

Mr. Sandeep Saxena

Pursuant to the resolution of the Board

Of Directors dated \_\_\_\_\_ 2010

In the presence of ....

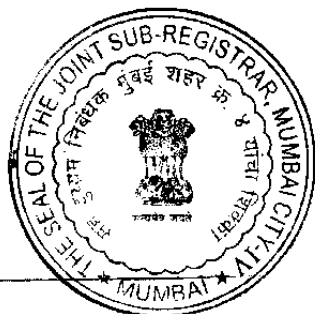
SIGNED SEALED AND DELIVERED

BY and withinnamed

MICROTEC CONSTRUCTION PRIVATE LIMITED

By and through their one of the Director

Mr. Sandeep Saxena



बबई - ४	
२०१३	१०/१३०
२०१३	

Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_2010  
In the presence of ....

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
M/S. PRANIK LANDMARK ASSOCIATES  
By and through their one of the Partner  
Mr. Sandeep Saxena  
In the presence of ....

*Sandeep Saxena*



SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA LAND DEVELOPERS PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Mangesh Puranik  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_2010  
In the presence of .....

*Mangesh Puranik*



SIGNED SEALED AND DELIVERED  
BY and withinnamed  
ARIHANT PREMISES PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Mangesh Puranik  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_2010  
In the presence of .....

*Mangesh Puranik*

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA NOVEL BUILD FARMS PRIVATE LIMITED.  
By and through their one of the Director  
Mr. Mangesh Puranik  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_2010  
In the presence of .....

*Mangesh Puranik*

*Sh*



*R*  
*MS*  
*Pal*  
*7*  
*8*

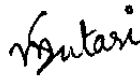
बका - ४
२०१३ / १०/११ ७३०
२०१३

SIGNED SEALED AND DELIVERED  
BY and within named  
NATIONAL STANDARD INDIA LIMITED  
By and through their one of the Director  
Mr. Mangesh Puranik  
Pursuant to the resolution of the Board  
Of Directors dated \_\_\_\_\_ 2010  
In the presence of ....

SHRI SURENDRA NAIR



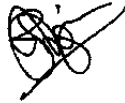
MRS. MARISHA SUTARI -



MRS. RUTUJA OAK -

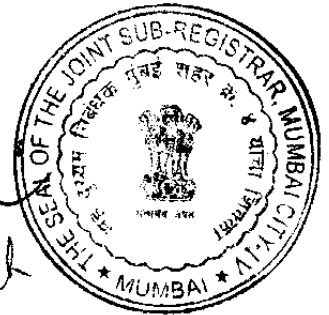


MS. TEJAL ENGINEER



Signature and Photograph of Constituted Attorney

Dated this Day of 24 Dec 2010



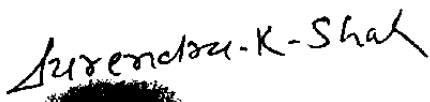
बवई - ४
४९३ / १०६ / १३०
२०१३

2) 

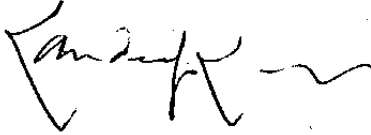


3) 



3) 



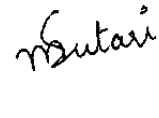
3) 

4) 



4) 



4) 



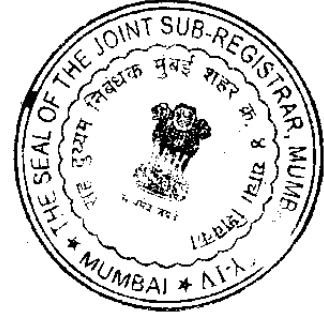
4) 



बवई - ४
२०१३ / २०१३
२०१३

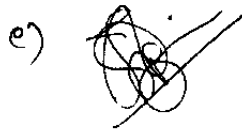
WE,

MACROTECH CONSRUCTION PRIVATE LIMITED.  
LODHA DEVELOPERS PRIVATE LIMITED.  
LODHA LAND DEVELOPERS PRIVATE LIMITED.  
LODHA ESTATE PRIVATE LIMITED.  
LODHA CONSTRUCTION PRIVATE LIMITED.  
LODHA BUILDERS PRIVATE LIMITED.  
ARIHANT PREMISES PRIVATE LIMITED.  
LODHA PROPERTIES DEVELOPMENT PRIVATE LIMITED.  
LODHA HOME DEVELOPERS PRIVATE LIMITED.  
SIMTOOLS PRIVATE LIMITED.  
LODHA BUILDCON PRIVATE LIMITED.  
LODHA NOVEL BUILD FARMS PRIVATE LIMITED.  
MAA PADMAVATI BUILDTECH PRIVATE LIMITED.  
LODHA HEALTHY CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED.  
COWTOWN LAND DEVELOPMENT PRIVATE LIMITED.  
LODHA CROWN BUILD MART PRIVATE LIMITED.  
LODHA IMPRESSION REAL ESTATE PRIVATE LIMITED.  
SHREENIWAS COTTON MILLS LTD.  
LODHA DEVELOPERS LIMITED.  
LODHA DWELLERS PRIVATE LIMITED.  
LODHA PINNACLE BUILD TECH PRIVATE LIMITED.  
GALAXY PREMISES PRIVATE LIMITED.  
MAHAVIR BUILD ESTATE PRIVATE LIMITED.  
MICROTEC CONSTRUCTION PRIVATE LIMITED.  
NATIONAL STANDARD INDIA LIMITED.  
SANTH NAGAR ENTERPRISES LIMITED.  
LODHA QUALITY BUILD MART PRIVATE LIMITED.  
LODHA PRIME BUILD FARMS PRIVATE LIMITED  
M/S. LODHA GROUP OF COMPANIES  
M/S. VIVEK ENTERPRISES  
M/S. SHREE SAINATH ENTERPRISES  
M/S. PRANIK LANDMARK ASSOCIATES



*Handwritten signatures and initials:*  
A, R., Sh, M, Pak

बबई - ४
४९३ / ११० / १०
२०१३

9) 

७७८१२०१०

सदर मुख्यतार पत्र आज दि २३/१२/२०१० कोजी

१) मीथक्रोटेक कन्स्ट्रक्शन प्रा लि तर्फे अधीक्षक व सनर  
श्री ० अभिनंदन मोहा सजात वी० मुंबई

२) का पद्भावनी बिल्डिंटेक प्रा लि व सनर तर्फे अधीक्षक  
श्री ० अभिनंदन मोहा सजात वी० मुंबई

३) मेलकमी प्रिभायसेस प्रा लि व सनर तर्फे अधीक्षक  
श्री सुहेई के बाहा सजात वी० मुंबई

४) मोहा प्रॉपर्टीज डेव्हलपमेंट प्रा लि व सनर तर्फे अधीक्षक  
श्री सदीप सक्सेना सजात वी० मुंबई

५) मोहा लैंड डेव्हलपमेंट प्रा लि व सनर तर्फे अधीक्षक  
श्री मंगेश पुराणिक सजात वी० मुंबई *स्वी लिडिंग एगेंट*

६) श्री सुहेई नाथ र सजात वी० मुंबई

७) श्रीम मरीशा सुतारी सजात वी० मुंबई

८) श्रीम इतनुजा मोक सजात वी० मुंबई

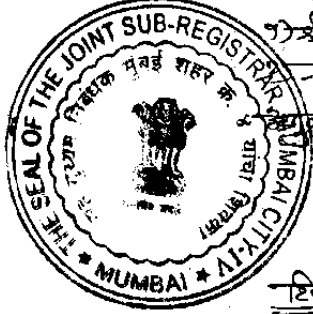
९) कु लेजल इंजीनियर सजात वी० मुंबई *श्रीमि भाव्या*  
समझा वही करण दिनी व त्यांच्या ओळखी विषयी  
श्री राहुल पेंवरी के सरकर सजात वी० मुंबई *लिडिंग एगेंट*  
श्री राहुल पेंवरी के सरकर सजात वी० मुंबई *श्रीमि भाव्या*



P. P. Kaurh



*Handwritten signature*



सह दुय्यम निबंधक ठाणे क्र २



दिप सदर मुख्यतार पत्रांमध्ये १८१२३ पाठे अर्क  
१८१२३

बबल - ४	१९९९/१३०
१९९३	२०१३

सह दुय्यम निबंधक ठाणे क्र २



बयर्स - ४	
४८९३	९९२/१३०
२०१३	



(वि. नि. नमुना क्र. १) (Fin. R. Form No. 1)

सर्वसा. ११३ मं.  
Gen 113 me.

मूळ प्रत [बहस्तांतरणीय]  
ORIGINAL COPY [NON TRANSFERABLE]

मुद्रापत्र ५०००/१०  
५२५००

शासनास केलेल्या प्रदानाची पावती  
RECEIPT FOR PAYMENT TO GOVERNMENT

ठिकाण/Place..... ६१०२ दिनांक/Date..... २३/१२/१०  
..... वाचकाकडून/

Received from..... श्री. सुरेंद्र नारायण  
रु./Rs..... १०००/- रुपयें श्रीधर फण  
..... याकरिता मिळाले.

on account of.....

रोखपाल वा लेखापाल  
Cashier or Accountant.

सह दुय्यम निदेशक ठाणे क्र २  
(सहाय्यक Cashier)  
(पदाभि Designation)



बबई - ४
२०१३ / २३/१२/१०
२०१३

HDFC BANK HDFC BANK LTD.

**PART III**  
**For the Customer**  
**ACKNOWLEDGEMENT**

Serial No. : 210722

15210

Received From : **SURENDRAN NAIR**

Franking Amount : **500/-**

Charges : **10/-**

Total : **510/-**

Vide P/O No. / **5277** Transfer-Cheque **CASH**

Drawn on

or Cash towards franking of document

Signature / Stamps of Bank



Signature of Customer : **[Signature]**  
confirm that I have checked the value franked and the bank is not liable for anything related to the document.

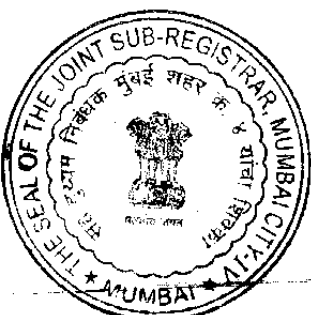
HDFC BANK LTD. H.D.F.C. Bank Legal  
Department Kanha, 2nd Floor, C.I.T. Compound  
Lower, Park Road, Chhatrapati Shivaji Maharaj  
AUGUSTED SIGNIFICANTY DATE 08/08/2003

**SPECIAL POWERS OF ATTORNEY**

To all to whom this presents shall come, We Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI, MRS. RUTUJA OAK and MS. TEJAL ENGINEER of Mumbai, Indian Inhabitant and Power of Attorney Holder of MACROTECH CONSTRUCTION PRIVATE LIMITED. (2) LODHA LAND DEVELOPERS PRIVATE LIMITED. (3) LODHA ESTATE PRIVATE LIMITED. (4) LODHA CONSTRUCTION PRIVATE LIMITED. (5) LODHA BUILDERS PRIVATE LIMITED. (6) ARIANT PREMISES PRIVATE LIMITED (7) LODHA PROPERTIES DEVELOPMENT PRIVATE LIMITED. (8) LODHA HOME DEVELOPERS PRIVATE LIMITED. (9) SIMTOOLS PRIVATE LIMITED. (10) LODHA BUILDCON PRIVATE LIMITED. (11) LODHA NOVEL BUILD FARMS PRIVATE LIMITED. (12) MAA PADMAVATI BUILDTECH PRIVATE LIMITED. (13) LODHA HEALTHY CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED. (14) COWTOWN LAND DEVELOPMENT PRIVATE LIMITED. (15) LODHA CROWN BUILD MART PRIVATE LIMITED. (16) LODHA DWELLERS PRIVATE LIMITED. (17) LODHA INDIA ESTATE PRIVATE LIMITED. (18) LODHA DEVELOPERS LIMITED. (19) LODHA PINNACLES PRIVATE LIMITED. (20) GALAXY PREMISES PRIVATE LIMITED. (21) MAHAVIR BUILD ESTATE PRIVATE LIMITED. (22) MICROTECH CONSTRUCTION PRIVATE LIMITED (23) SHREENIWAS COTTON MILLS LTD. (24) NATIONAL STANDARD INDIA LIMITED. (25) SANTHAGAR ENTERPRISES LIMITED. (26) LODHA QUALITY BUILD MARK PRIVATE LIMITED. (27) LODHA DEVELOPERS PRIVATE LIMITED. (29) LODHA PRIME BUILD FARMS PRIVATE LIMITED all of them Private Limited Companies registered under the Companies Act, 1956 and having its registered office at 216, Shah and Nahar, Dr. E. Moses Road, Worli, Mumbai - 400 018 and sales office at Lodha Pavilion, Apolo Mills Compound, N.M Joshi Marg, Mahalaxmi - 400 011 (hereinafter referred to as "the said Companies") and 1) M/S. LODHA GROUP OF COMPANIES, 2) M/S. VIVEK ENTERPRISES, 3) M/S. SHREE SAINATH ENTERPRISES, 4) M/S PRANIK LANDMARK ASSOCIATES all of them Partnership Firms registered under the Partnership Act, 1932 and having its principal office at 216, Shah and Nahar, Dr.E.Moses Road, Worli, Mumbai-400 018 and sales office at Lodha Pavilion, Apolo Mills Compound N.M Joshi Marg, Mahalaxmi, Mumbai-400 011 ( hereinafter referred to as "the said Firms" )

**[Handwritten mark]**

**[Handwritten signatures]**



**बवई - ४**  
२०१३ ११/१३०  
२०१३

**SEND GREETINGS  
WHEREAS:**

- (a) The Companies and Firms are engaged in the business of Real Estate and Property Development and in the course of its said business the said Companies and said Firms are constructing various buildings and selling Residential Flats/ Shops /Bunglows in the said Buildings and for that purpose the said Companies and said Firms are entering into Agreements for Sale with prospective Purchasers.
- (b) We authorized vide Power of Attorney dated \_\_\_\_\_ to sign Agreements for Sale Of Residential Flats/ Shops /Bunglows and such other premises as constituted attorney Holder of said Companies and said Firms and exercise powers and authorities for an on behalf of the Said Companies and said Firms.
- (c) In order to facilitate the registration before the office of Sub-Registrar of Mumbai and all other States of Maharashtra and for admitting the execution of the said Agreement for Sale, we therefore Desirous of appointing Mr. Pandhari Kesarkar, Mr. Rahul Wandekar, Mr. Ramesh Rawal, Mr. Pramod Kamble and Mr. Anil Palande the Attorney to act on Our behalf in the manner hereinafter appearing.



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

1. To lodge for registration various Agreements for sale of Flats/ Shops /Bunglows executed by US and behalf of the said Companies and said Firms with Sub-Registrar of Assurances at Mumbai and all other States of Maharashtra and to admit execution thereof on Our behalf for the said Companies and said Firms by any one of them.
2. We hereby specifically authorize the said Attorneys to attend and appear for Registration and to admit execution of agreements for Sale of Flats/ Shops /Bunglows and such other premises on behalf of the said Companies and said Firms before the said Sub Registrar of assurances.



*[Handwritten signatures and initials]*

बबई - ४	
२०१३	२०/३१
२०१३	

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/Bunglows and such other premises registered with Sub-Registrar of Assurance at Mumbai and for all States of Maharashtra.
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 we hereby agree to ratify and confirm in capacity as Power of Attorney Holders of the said Companies and said Firms whatever the said Attorneys shall do or cause to be done by virtue of these presents. /2

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



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

*[Handwritten signature]*  
Sutari  
Oak  
*[Handwritten signature]*

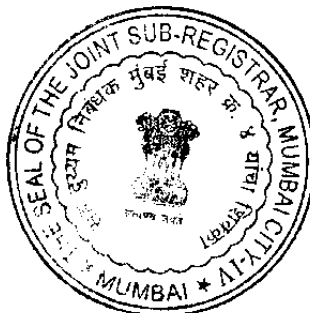
SIGNED SEALED AND DELIVERED  
BY and withinnamed  
MICROTEC CONSTRUCTION PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of ....

*[Handwritten signature]*  
Sutari  
Oak  
*[Handwritten signature]*

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

*[Handwritten signature]*  
Sutari  
Oak  
*[Handwritten signature]*

SIGNED SEALED AND DELIVERED  
BY and withinnamed



बवई - ४
२०१३ / ११४ / ३०
२०१३

LODHA LAND DEVELOPERS PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*[Handwritten signature]*  
Sutari  
Raj  
*[Handwritten signature]*

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

*[Handwritten signature]*  
Sutari  
Raj  
*[Handwritten signature]*

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

*[Handwritten signature]*  
Sutari  
Raj  
*[Handwritten signature]*

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

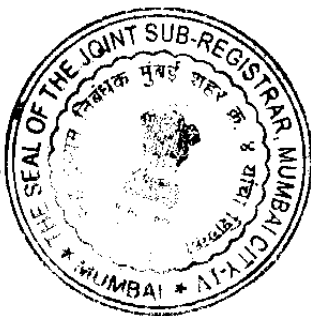
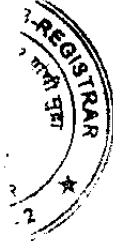
*[Handwritten signature]*  
Sutari  
Raj  
*[Handwritten signature]*

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

*[Handwritten signature]*  
Sutari  
Raj  
*[Handwritten signature]*

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

*[Handwritten signature]*  
Sutari  
Raj  
*[Handwritten signature]*



बवई - ४
४०३ ७०४१९०
२०१३

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

*[Signature]*  
Sutari  
Oak

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

*[Signature]*  
Sutari  
Oak

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

*[Signature]*  
Sutari  
Oak

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

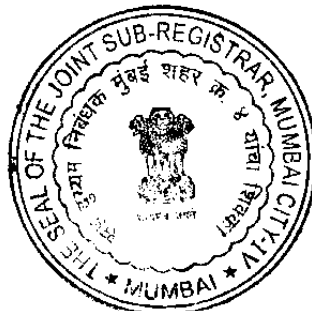
*[Signature]*  
Sutari  
Oak

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

*[Signature]*  
Sutari  
Oak

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

*[Signature]*  
Sutari  
Oak



बवई - ४
४०३ / ११६ / १३०
२०१३

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

*[Signature]*  
Sutari  
Oak

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

*[Signature]*  
Sutari  
Oak

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

*[Signature]*  
Sutari  
Oak

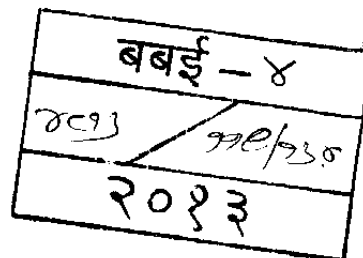
SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA IMPRESSION REAL ESTATE PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of .....

*[Signature]*  
Sutari  
Oak

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

*[Signature]*  
Sutari  
Oak

SIGNED SEALED AND DELIVERED  
BY and withinnamed



LODHA DEVELOPERS LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of ....

*[Handwritten signature]*  
Sutari  
OAK

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

*[Handwritten signature]*  
Sutari  
OAK

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

*[Handwritten signature]*  
Sutari  
OAK

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

*[Handwritten signature]*  
Sutari  
OAK

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

*[Handwritten signature]*  
Sutari  
OAK

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


*[Handwritten signature]*  
Sutari  
OAK




बबई - ४
४०७३ / १२० / १३०
२०१३



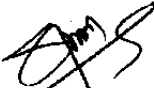
SIGNED SEALED AND DELIVERED  
BY and withinnamed  
LODHA QUALITY BUILD MART PRIVATE LIMITED  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of ....

  
MRS. MARISHA SUTARI  
MRS. RUTUJA OAK


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

  
MRS. MARISHA SUTARI  
MRS. RUTUJA OAK


SIGNED SEALED AND DELIVERED  
BY and withinnamed  
M/S. LODHA GROUP OF COMPANIES  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of ....

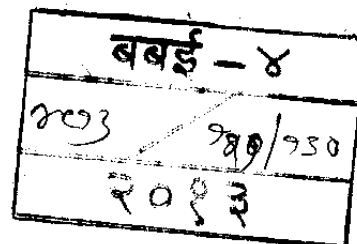
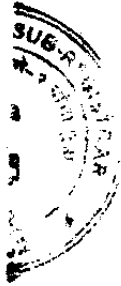
  
MRS. MARISHA SUTARI  
MRS. RUTUJA OAK

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
M/S. VIVEK ENTERPRISES  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of ....

  
MRS. MARISHA SUTARI  
MRS. RUTUJA OAK

SIGNED SEALED AND DELIVERED  
BY and withinnamed  
M/S. SHREE SAINATH ENTERPRISES  
By and through its Constituted Attorney  
Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
In the presence of ....

  
MRS. MARISHA SUTARI  
MRS. RUTUJA OAK



SIGNED SEALED AND DELIVERED  
 BY and withinnamed  
 M/S. PRANIK LANDMARK ASSOCIATES  
 By and through its Constituted Attorney  
 Mr. SURENDRAN NAIR, MRS. MARISHA SUTARI  
 MRS. RUTUJA OAK and MS. TEJAL ENGINEER  
 In the presence of ....

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

Signature and Photograph of Constituted Attorney

Dated this Day of \_\_\_\_\_ 2010

1. PANDHARI KESARKAR - *P.R. Kesarkar*

2. RAHUL WANDEKAR

*Rahul Mr.*

3. RAMESH RAWAL

*Ramesh*

4. PRAMOD KAMBLE

*Pramod*

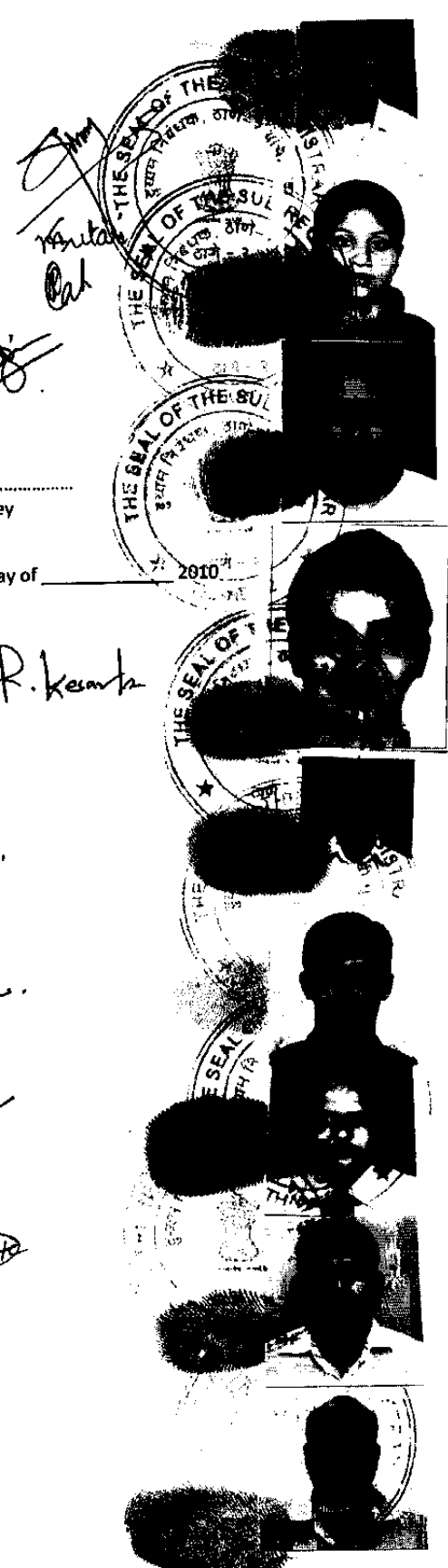
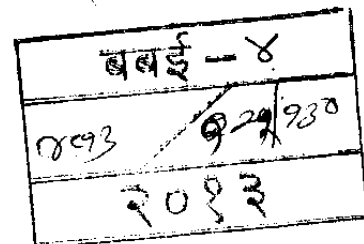
5. ANIL PALANDE

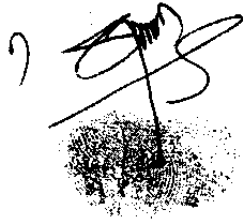
*Anil*

witnesses


1) *[Signature]* (P. Pawar)

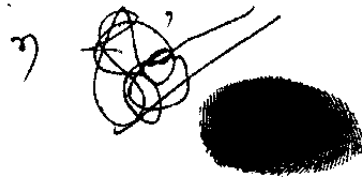
2) *[Signature]* (S. Mose)



1) 

2) Mutari 


3) Pak. 

4) 



5) P.P. Keshu 

6) Kulkarni 

7) Kamath 

8) 

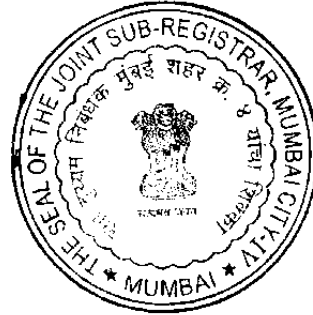


बबई - ४
४९३ / १२९/२३४
२०३३

Power of attorney holder of -

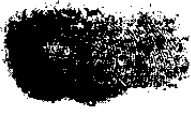
MACROTECH CONSTRUCTION PRIVATE LIMITED.  
LODHA DEVELOPERS PRIVATE LIMITED.  
LODHA LAND DEVELOPERS PRIVATE LIMITED.  
LODHA ESTATE PRIVATE LIMITED.  
LODHA CONSTRUCTION PRIVATE LIMITED.  
LODHA BUILDERS PRIVATE LIMITED.  
ARIHANT PREMISES PRIVATE LIMITED.  
LODHA PROPERTIES DEVELOPMENT PRIVATE LIMITED.  
LODHA HOME DEVELOPERS PRIVATE LIMITED.  
SIMTOOLS PRIVATE LIMITED.  
LODHA BUILDCON PRIVATE LIMITED.  
LODHA NOVEL BUILD FARMS PRIVATE LIMITED.  
MAA PADMAVATI BUILDTECH PRIVATE LIMITED.  
LODHA HEALTHY CONSTRUCTION AND DEVELOPERS PRIVATE LIMITED.  
COWTOWN LAND DEVELOPMENT PRIVATE LIMITED.  
LODHA CROWN BUILD MART PRIVATE LIMITED.  
LODHA IMPRESSION REAL ESTATE PRIVATE LIMITED.  
SHREENIWAS COTTON MILLS LTD.  
LODHA DEVELOPERS LIMITED.  
LODHA DWELLERS PRIVATE LIMITED.  
LODHA PINNACLE BUILD TECH PRIVATE LIMITED.  
GALAXY PREMISES PRIVATE LIMITED.  
MAHAVIR BUILD ESTATE PRIVATE LIMITED.  
MICROTEC CONSTRUCTION PRIVATE LIMITED.  
NATIONAL STANDARD INDIA LIMITED.  
SANTHAGAR ENTERPRISES LIMITED.  
LODHA QUALITY BUILD MART PRIVATE LIMITED  
LODHA PRIME BUILD FARM PRIVATE LIMITED  
M/S. LODHA GROUP OF COMPANIES now known LODHA PALAZZO  
M/S. VIVEK ENTERPRISES  
M/S. SHREE SAINATH ENTERPRISES  
M/S. PRANIK LANDMARK ASSOCIATES

9



बबई - ४	
४९३	२३०
२०१३	

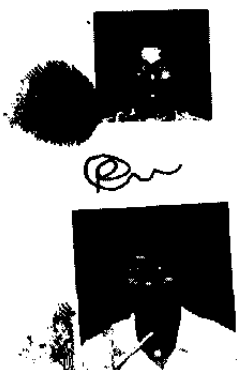
९) *Amalante*



७७९/२०१०

सदर मुख्यालय पत्र आज दि २३/१२/२०१० रोजी

- १) मे. शशीक (अंडमार्क असोसिएट्स) सर्वे
- श्री. सुरेंद्रन नायर सजात वी० मुंबई
- २) श्रीम. मरीशा सुतारी सजात वी० मुंबई
- ३) श्रीम. अमृता प्रमोद सजात वी० मुंबई
- ४) श्री. सैजल डोजेगिसर सजात वी० मुंबई
- सर्वाभिद्धन स. देगार वी० मुंबई
- ५) श्री. पंढरी केसरकर सजात वी० ठाणे
- ६) श्री. बाबुल वडेकर सजात वी० ठाणे
- ७) श्री. बमेश रावण सजात वी० ठाणे
- ८) श्री. प्रमोद कांबळे सजात वी० ठाणे
- ९) श्री. अनिल पाळोडे सजात वी० ठाणे
- जे पु. ९ मि. डून देगार यांनी माध्यम
- व्यवस्था सही करून दिले व त्यांच्या अनेक
- विषयी श्री. प्रमोद पवार सजात वी० ठाणे
- १०) श्री. श्री. बेबा मोरे सजात वी० ठाणे हे खात्री
- पटविताने



*Shawalee*

अनुक्रमांक ७७९/२०१० प्रमाणित फी १००/- मु. शु. पु. ००/-



सह दुय्यम निबंधक ठाणे क्र २

सदर मुख्यालय पत्रासह १००० पाने  
द्वारा देवाउरबोड नाही.

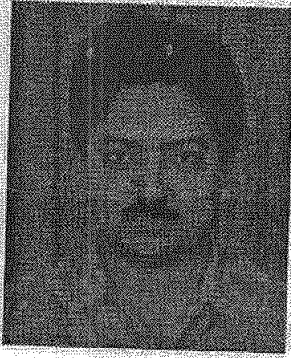
सह दुय्यम निबंधक ठाणे क्र २

बबई - ४
२२३ / १२ / २०
२०१३



बबई - ४
२०१३
२०१३

स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER  
ADRPS1045H



नाम /NAME  
PRAVIN PANNALAL SHAH

पिता का नाम /FATHER'S NAME  
PANNALAL CHHOGMAL SHAH

जन्म तिथि /DATE OF BIRTH  
17-01-1963

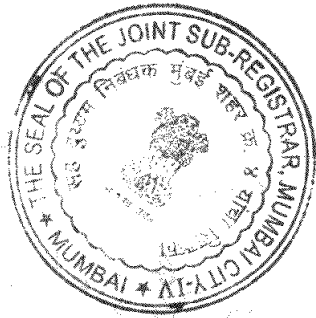
हस्ताक्षर /SIGNATURE

*Pravin P. Shah*


*R. B. Patel*

आयकर आयुक्त, सूरत

COMMISSIONER OF INCOME-TAX, SURAT



बबई - ४
२९३ / १२६/३०
२०१३


**THE UNION OF INDIA**  
**MAHARASHTRA STATE MOTOR DRIVING LICENCE**  
 DL No. MH01 20110029687      DOI: 17-03-1992  
 Valid Till: 28-10-2021 (NT)


**DLR 15-03-2012**  
 AUTHORISATION TO DRIVE FOLLOWING CLASS  
 OF VEHICLES THROUGHOUT INDIA  
 COV      DOI  
 LMV      17-03-1992

FORM 7  
 RULE 16 (C)

Name: SAMIT JHAVERI  
 S/O of ASHOK KUMAR JHAVERI  
 A/c: 803, RAJMALA 8TH FLR.,  
 87-B, NEPEAN SEA ROAD,  
 MUMBAI  
 PIN: 400006  
 Signature & ID of Issuing Authority: *[Signature]* MH01 2012191

Signature/Thumb Impression of Holder: *[Signature]*

DOB: 29-10-1971    BG



**भारत सरकार**  
**GOVERNMENT OF INDIA**

**प्रधान सचिव**  
**PRATHAN SACHIV**

**सचिवालय**  
**SACHIVALAY**

**मंत्रालय**  
**MINISTRY**

**संयुक्त उप-पंजीयक**  
**JOINT SUB-REGISTRAR**

**मुंबई शहर**  
**MUMBAI CITY**

**मुंबई**  
**MUMBAI**




बबई - ४  
 २०१३ / १२ / १३  
 २०१३



सोमवार, 09 डिसेंबर 2013 9:09 म.पू.

दस्त गोषवारा भाग-1

बबई4

दस्त क्रमांक: 4913/2013

दस्ता क्रमांक: बबई4 /4913/2013

बाजार मूल्य: रु. 5,16,35,500/- मोबदला: रु. 6,37,97,760/-

भरलेले मुद्रांक शुल्क: रु.31,90,010/-

दु. नि. सह. दु. नि. बबई4 यांचे कार्यालयात

पावती:5834

पावती दिनांक: 09/12/2013

अ. क्र. 4913 वर दि.09-12-2013

सादरकरणाचे नाव: प्रवीणभाई - शाह

रोजी 9:04 म.पू. वा. हजर केला.

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 2600.00

पृष्ठाची संख्या: 130

दस्त हजर करणाऱ्याची सही:

एकुण: 32600.00

सह दुय्यम निबंधक, मुंबई-4

सह दुय्यम निबंधक, मुंबई-4

दस्ताचे प्रकार: करारनामा

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

शिक्षा क्र. 1 09 / 12 / 2013 09 : 04 : 30 AM ची वेळ: (सादरीकरण)

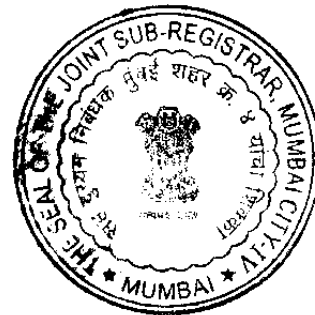
शिक्षा क्र. 2 09 / 12 / 2013 09 : 05 : 16 AM ची वेळ: (फी)

### प्रतिज्ञापत्र

\*सादर करणाऱ्याने या प्रतिलिपि तयार करत असलेल्या तपसुदीनुसारच नोंदणीस  
ताबड्या घेतलेल्या वारसाच्या नोंदणीसाठी नोंदणी करणारा व  
नोंदणी करणारा यांच्या मध्ये कोणत्याही प्रकारचा वाद  
कोणत्याही प्रकारचा वाद नसत असल्याची घोषणा करत असतो.  
कोणत्याही प्रकारचा वाद नसत असल्याची घोषणा करत असतो.

लिहून देणारे:

लिहून घेणारे:





09/12/2013 9 11:17 AM

दस्त गोषवारा भाग-2

बबई4

930

दस्त क्रमांक:4913/2013

दस्त क्रमांक :बबई4/4913/2013

दस्ताचा प्रकार :-करारनामा

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:प्रवीणभाई - शाह पत्ता:प्लॉट नं: २०१,, माळा नं: -, इमारतीचे नाव: अभिषेक पार्क,, ब्लॉक नं: अठवालाईन्स,सूरत,गुजरात, रोड नं: -, , , पॅन नंबर:ADRPS1045H	लिहून देणार वय :-50 स्वाक्षरी:- <i>Pravinsah</i>		
2	नाव:श्रीनिवास कौंटन मिल्स लि. तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु. राहुल वंडेकर पत्ता:प्लॉट नं: २१६, माळा नं: -, इमारतीचे नाव: शाह आणि नाहर इंड.इस्टेट, ब्लॉक नं: वरळी, मुंबई, रोड नं: डॉ.ई.मोझेस रोड, महाराष्ट्र, मुंबई. पॅन नंबर:AAICS9416R	लिहून देणार वय :-34 स्वाक्षरी:- <i>S.A. Jhanu</i>		

वरील दस्तऐवज करून देणार तथाकथित करारनामा चा दस्त ऐवज करून दिल्याचे कबुल करतात.  
शिक्का क्र.3 ची वेळ:09 / 12 / 2013 09 : 06 : 20 AM

ओळख:-

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

अनु क्र.	पक्षकाराचे नाव व पत्ता	पक्षकाराचा प्रकार	छायाचित्र	अंगठ्याचा ठसा
1	नाव:प्रताप शंकर सातवेकर वय:30 पत्ता:वरळी, मुंबई पिन कोड:400018	स्वाक्षरी <i>Pratap Shankar Satvekar</i>		
2	नाव:स्मीत - झबेरी वय:41 पत्ता:राजमाला ,87-बी नेपिन्सी रोड मुंबई पिन कोड:400006	स्वाक्षरी <i>S.A. Jhanu</i>		



शिक्का क्र.4 ची वेळ:09 / 12 / 2013 09 : 06 : 59 AM

शिक्का क्र.5 ची वेळ:09 / 12 / 2013 09 : 07 : 09 AM नोंदणी पुस्तक 1 मध्ये दला

सह दुय्यम निबंधक, मुंबई-4

प्रमाणित करणेत घेते की  
दस्तामध्यो एकूण 930 पाने आहेत  
पुस्तकक्रमांक १. बबई-४/१२९९  
दिनांक 9 DEC 2013

4913 /2013

Know Your Rights as Registrant सह दुय्यम निबंधक मुंबई शहर-४

1. Verify Scanned Document for correctness through thumbnail (4 pages on a side) printout after scanning.
2. Get print and mini-CD of scanned document along with original document, immediately after registration.

For feedback, please write to us at feedback.isarita@gmail.com