



05/01/2019

सूची क्र.2

दुय्यम निबंध
शहर 3

दस्त क्रमांक

नोंदणी ;

Regn:63m

गावाचे नाव : लोअर परेल

1) त्रिनेत्रगता प्रकार

करारनामा

L2

P3

15/34

पावती

Original/Duplicate

Thursday, January 03, 2019

नोंदणी क्र. :39म

4:46 PM

Regn.:39M

पावती क्र.: 49 दिनांक: 03/01/2019

गावाचे नाव: लोअर परेल

दस्तावेजाचा अनुक्रमांक: बबई3 -34-2019

दस्तावेजाचा प्रकार : करारनामा

करारनामाचे नाव: विजयकुमार झा - -

नोंदणी फी

रु. 30000.00

दस्त हाताळणी फी

रु. 3720.00

पृष्ठांची संख्या: 186

एकूण:

रु. 33720.00

प्रास मूळ दस्त , थंबनेल प्रिंट, सूची-२ अंदाजे

7 PM ह्या वेळेस मिळेल.

bee

सह दुय्यम निबंधक, मुंबई-3

दस्त मूल्य: रु.48556000/-

दस्ता रु.52858929/-

दस्त मुद्रांक शुल्क : रु. 2643000/-

सह दुय्यम निबंधक
मुंबई शहर क्र. ३

1) दयकाचा प्रकार: eSBTR/SimpleReceipt रक्कम: रु.30000/-

दस्ता/धनादेश/पि ऑर्डर क्रमांक: MH010147661201819R दिनांक: 03/01/2019

दयकाचे नाव व पत्ता:

2) दयकाचा प्रकार: By Cash रक्कम: रु 3720/-

मुल्याकनासाठी त्वचारात घतलला
तपशील:-



05/01/2019

सूची क्र.2

दुय्यम निबंधक : सह दु. नि. मुंबई
शहर 3

दस्त क्रमांक : 34/2019

नोंदणी :

Regn.63m

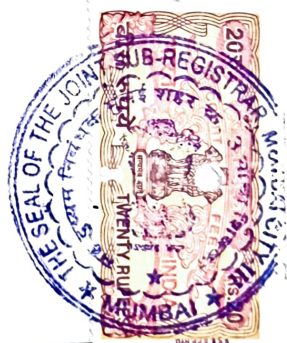
P4

गावाचे नाव : लोअर फेल

| | |
|--|--|
| (1) वित्तेखाचा प्रकार | करारनामा |
| (2) मोबदला | 52858929 |
| (3) बाजारभाव(भाडेपट्ट्याच्या बाबतितपट्टाकार आकारणी देतो की पट्टेदार ते नमुद करावे) | 48556000 |
| (4) भू-मापन, पोटहिस्सा व घरक्रमांक(असल्यास) | 1) पालिकेचे नाव: मुंबई मनपा इतर वर्णन : सदनिका नं: 5202, माळा नं: 52वा मजला, इमारतीचे नाव: ॲल्युरा बी-विंग द पार्क, ब्लॉक नं: श्री सीमंधर जैन टेम्पल, वरळी, मुंबई, रोड नं: पांडुरंग बुधकर मार्ग, इतर माहिती: सोबत दोन कार पार्किंग ((C.T.S. Number : 464 part व दस्तात नमूद केल्याप्रमाणे ;)) |
| (5) क्षेत्रफळ | 1) 111.59 चौ.मीटर |
| (6) आकारणी किंवा जुडी देण्यात असेल तेव्हा. | |
| (7) दस्तऐवज करून देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पता. | 1): नाव:-लोढा डेव्हलपर्स लि. तर्फे कु. मु. सुरेन्द्रन नायर तर्फे कु. मु. प्रताप सातवेकर वय:-35; पता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: 412, 4था मजला, 17जी वर्धमान चेंबर, कावसजी पटेल रोड, हॉर्निमन सर्कल, फोर्ट, मुंबई, ब्लॉक नं: -, रोड नं: -, महाराष्ट्र, मुम्बई. पिन कोड:-400001 पॅन नं:-AAACL1490J |
| (8) दस्तऐवज करून घेणा-या पक्षकाराचे व किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास, प्रतिवादिचे नाव व पता | 1): नाव:-विजयकुमार झा - - वय:-57; पता:-, -, 102 ए-विंग, ट्वीन अपार्टमेंट, मार्व रोड, गार्डन कोर्ट हॉटेल जवळ, मालाड-पश्चिम, मुंबई, इंडिया, -, -, लिबर्टी गा-डेण, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400064 पॅन नं:-AADPJ9242J 2): नाव:-निलंजना झा - - वय:-52; पता:-, -, 102 ए-विंग, ट्वीन अपार्टमेंट, मार्व रोड, गार्डन कोर्ट हॉटेल जवळ, मालाड-पश्चिम, मुंबई, इंडिया, -, -, लिबर्टी गा-डेण, MAHARASHTRA, MUMBAI, Non-Government. पिन कोड:-400064 पॅन नं:-AAFPJ1595A |
| (9) दस्तऐवज करून दिल्याचा दिनांक | 03/01/2019 |
| (10) दस्त नोंदणी केल्याचा दिनांक | 03/01/2019 |
| (11) अनुक्रमांक, खंड व पृष्ठ | 34/2019 |
| (12) बाजारभावाप्रमाणे मुद्रांक शुल्क | 2643000 |
| (13) बाजारभावाप्रमाणे नोंदणी शुल्क | 30000 |
| (14) शेरा | |

खरी प्रत

७०
सह दुय्यम निबंधक मुंबई
शहर क्र. ३



मुल्यांकनासाठी विचारात घेतलेला तपशील:-

मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :- :

(i) within the limits of any Municipal Corporation or any Cantonment area annexed to it.

**Data of Bank Receipt for GRN MH010147661201819R
Bank - IDBI BANK**

Bank/Branch : 196670934
 Pmt Txn Id : 02/01/2019 17:08:32
 Pmt DtTime : 69103332019010250664
 ChallanIdNo : 7101 / MUMBAI
 District : IGR183 / BOM2_JT SUB REGISTRA MUMBAI CITY 2
 Office Name : **Simple Receipt**
 Print DtTime :
 GRAS GRN : MH010147661201819R
 GRN Date : 02/01/2019 17:08:33

StDuty Schm : 0030045501-75/ Stamp Duty(Bank Portal)
 StDuty Amt : Rs 26,43,000.00/- (Rs Twenty Six Lakh Forty Three Thousand Rupees Only)

RgnFee Schm : 0030063301-70 / Registration Fee
 RgnFee Amt : Rs 30,000.00/- (Rs Thirty Thousand Rupees Only)

Only for verification not to be printed and used

Article : B25
 Prop Mvblty : Immovable
 Prop Descr : LODHA ALLURAB 5202 THE PARKOPP HARD ROCKCAFE , P B MARGWORLIMUMBAI
 : Maharashtra
 : 400013
 Duty Payer : PAN-AAACL1490J LODHA DEVELOPERS LIMITED
 Other Party : PAN-AADPJ9242J VIJAYKUMAR JHA
 Consideration : 5,28,58,929.00/-

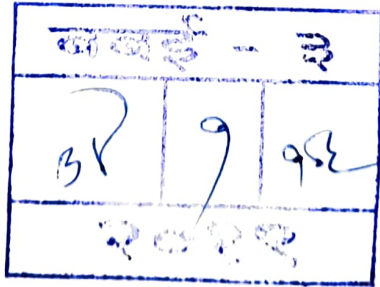
Bank Screen No : 100
 Bank Screen Date : 03/01/2019
 RB Credit Date :
 Mobile Number : 919821888440
₹2673000.00



Challan Defaced Details

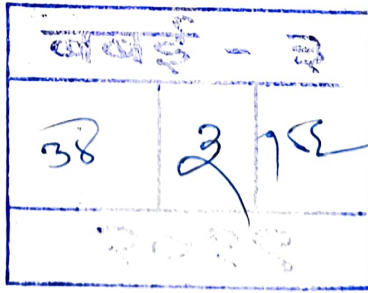
| Sr. No. | Remarks | Defacement No. | Defacement Date | UserId | Defacement Amount |
|--------------------------------|-------------|------------------|---------------------|--------|---------------------|
| 1 | (IS)-450-34 | 0005606813201819 | 03/01/2019-15:25:04 | IGR184 | 30000.00 |
| 2 | (IS)-450-34 | 0005606813201819 | 03/01/2019-15:25:04 | IGR184 | 2643000.00 |
| Total Defacement Amount | | | | | 26,73,000.00 |

Nilangans



| मूल्यांकन पत्रक (शहरी क्षेत्र - बांधीव) | | | | | | |
|---|---|----------------|----------------------|-----------------------------|-------------------|--|
| Valuation ID | 201901033066 | | | 03 January 2019,04:43:17 PM | | |
| वर्ष:3 | | | | | | |
| मूल्यांकनाचे वर्ष | 2018 | | | | | |
| जिल्हा | मुंबई (मेव) | | | | | |
| मूळ विभाग | 12-लोजर पोल विलीजव | | | | | |
| उप मूळ विभाग | 12/9111धुधान -पूर्वेस ना म जोशी मार्ग, पश्चिमेस विठाराम शेठ अमृतवार मार्ग, उत्तरेस पादुंग बुधकर मार्ग व दक्षिणेस गणपतराव कदम मार्ग | | | | | |
| सर्वे नंबर /व. पृ. क्रमांक : | सि.टी.एस. नं.बा#464 | | | | | |
| वार्षिक मूल्य वर तक्रारानुसार मूल्यदर रु. | | | | | | |
| सुली मधील | निवासी सदनिका | कार्यालय | दुकाने | औद्योगिक | मोठ्यावाचनाचे एकक | |
| 143800 | 324900 | 371300 | 439100 | 324900 | चौरस मीटर | |
| बांधीव क्षेत्राची माहिती | | | | | | |
| बांधकाम क्षेत्र (Built Up)- | 111.59चौरस मीटर | मिळकतीचा वापर- | निवासी सदनिका | मिळकतीचा प्रकार- | बांधीव | |
| बांधकामाचे वर्गीकरण- | 1-आर सी सी | मिळकतीचे सव- | 0 TO 2वर्षे | मूल्यदर/बांधकामाचा दर - | Rs.324900/- | |
| उत्पादन सुविधा- | आहे | मजला - | 31st floor And Above | | | |
| प्रकल्पाचे क्षेत्र- | 2 to 10 hector | | | | | |
| Sale Type - First Sale | | | | | | |
| Sale Resale of built up Property constructed after circular dt.02/01/2018 | | | | | | |
| (एच) प्रकल्पाचे क्षेत्रानुसार दर | = ((पसा-मानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर) * 105 %). | | | | | |
| प्रकल्पाचे क्षेत्रानुसार | निवासी सदनिका करिता प्रती चौ. मीटर दर = Rs.341145/- | | | | | |
| | | | | | | |
| मजला निसर घट/वाढ | = 120% apply to rate= Rs.409374/- | | | | | |
| | | | | | | |
| पसा-मानुसार मिळकतीचा प्रति चौ. मीटर मूल्यदर | =(((वार्षिक मूल्यदर - खुल्या जमिनीचा दर) * पसा-मानुसार टक्केवारी)+ खुल्या जमिनीचा दर) | | | | | |
| | = ((409374-143800) * (100 / 100))+143800) | | | | | |
| | = Rs.409374/- | | | | | |
| A) मुख्य मिळकतीचे मूल्य | = वरील प्रमाणे मूल्य दर * मिळकतीचे क्षेत्र | | | | | |
| | = 409374 * 111.59 | | | | | |
| | = Rs.45682044.66/- | | | | | |
| E) बंदिस्त वाहन तळाचे क्षेत्र | 27.88चौरस मीटर | | | | | |
| बंदिस्त वाहन तळाचे मूल्य | = 27.88 * (409374 * 25/100) | | | | | |
| | = Rs.2853336.78/- | | | | | |
| एकत्रित अंतिम मूल्य | = मुख्य मिळकतीचे मूल्य +तक्रारपत्रे मूल्य + रेडींगाने मजला क्षेत्र मूल्य + लागतच्या गच्चीचे मूल्य + बरील गच्चीचे मूल्य + बंदिस्त वाहन तळाचे मूल्य + खुल्या जमिनीवरील वाहन तळाचे मूल्य + इतराती भोवतीच्या खुल्या जागेचे मूल्य + बंदिस्त बाळकती | | | | | |
| | = A + B + C + D + E + F + G + H + I | | | | | |
| | = 45682044.66 + 0 + 0 + 0 + 2853336.78 + 0 + 0 + 0 + 0 | | | | | |
| | =Rs.48535381.44/- | | | | | |

Home Print



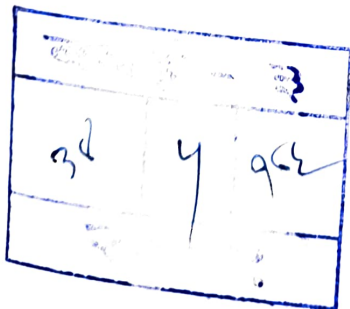
Vijaykumar Jha

https://corp.idbibank.co.in/corp/BANKAWAYTRAN?jsessionid=0000...

Hot Payment Successful. Your Payment Confirmation Number is 196670934

P2

| CHALLAN | | | |
|--|---|------------------------------------|---|
| MTR Form Number - 6 | | | |
| GRN NUMBER | MH010147661201819R | BARCODE | Form ID : 28-12-2018 |
| Department | IGR | | Payee Details |
| Receipt Type | RE | | Dept. ID (If Any) |
| Office Name | IGR183-BOM2_JT SUB REGISTRA MUMBAI CITY 2 | Location | PAN-AAACL1490J |
| Year | Period: From : 28/12/2018 To : 31/03/2099 | Full Name | LODHA DEVELOPERS LIMITED |
| Object | Amount in Rs. | Flat/Block No, Premises/ Bldg | LODHA ALLURA B 5202 THE PARK |
| 0030045501-75 | 2643000.00 | Road/Street, Area /Locality | OPP HARD ROCK CAFE |
| 0030063301-70 | 30000.00 | Town/ City/ District | P B MARG WORLI MUMBAI Maharashtra |
| | 0.00 | PIN | 4 0 0 0 1 3 |
| | 0.00 | Remarks (If Any) : | |
| | 0.00 | | |
| | 0.00 | | |
| | 0.00 | | |
| | 0.00 | | |
| | 0.00 | | |
| | 0.00 | | |
| Total | 2673000.00 | Amount in words | Rupees Twenty Six Lakhs Seventy Three Thousand Only |
| Payment Details:IDBI NetBanking Payment ID : 196670934 | | FOR USE IN RECEIVING BANK | |
| Cheque- DD Details: | | Bank CIN No : 69103332019010250664 | |
| Cheque- DD No. | | Date | 28-12-2018 |
| Name of Bank | IDBI BANK | Bank-Branch | |
| Name of Branch | | Scroll No. | |



(L1) (P1)

| | |
|--------------------------|-----|
| 35 | 496 |
| <u>AGREEMENT TO SELL</u> | |



THIS AGREEMENT TO SELL is made at Mumbai this 30th day of Jan, 2019

BETWEEN:

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

AND

Vijaykumar Jha and Nilanjana Jha residing / having its address at **102,A-wing,Twin Apartment,Marve Road,Near Garden Court Hotel,Malad West, Mumbai-400064 India** and assessed to income tax under permanent account number (PAN) **AADPJ9242J**, _____, hereinafter referred to as the "**PURCHASER**" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an Individual, such individual's heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) In case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the **Other Part**.

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

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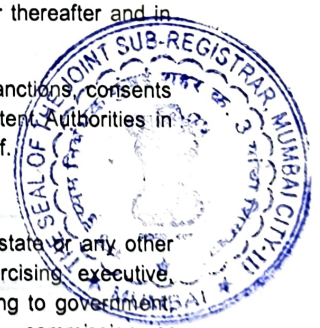
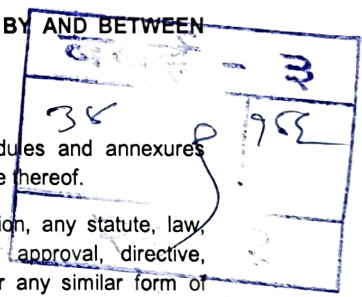
WHEREAS:

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

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

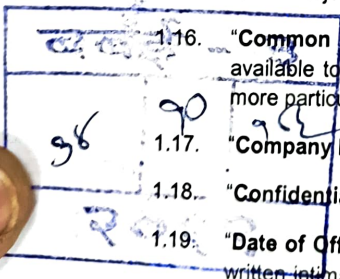
1. **DEFINITIONS**

- 1.1. "**Agreement**" shall mean this Agreement together with the schedules and annexures hereto and any other deed and/or document(s) executed in pursuance thereof.
- 1.2. "**Applicable Law**" shall mean, in respect of any relevant jurisdiction, any statute, law, regulation, ordinance, rule, judgment, order, decree, clearance, approval, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing by, any Authority whether in effect as on the date of this Agreement or thereafter and in each case as amended or modified.
- 1.3. "**Approvals**" shall mean and include all licenses, permits, approvals, sanctions, consents obtained/to be obtained from or granted/ to be granted by the competent Authorities in connection with the Project/ Building/ Unit and/or the development thereof.
- 1.4. "**Arbitrator**" shall have the meaning ascribed to it in Clause 23.2 below.
- 1.5. "**Authority**" shall mean (i) any nation or government or any province, state or any other political subdivision thereof; (ii) any entity, authority or body exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any governmental authority, agency, department, board, commission or instrumentality; or (iii) any court, tribunal or arbitrator.
- 1.6. "**BCAM Charges**" shall mean the Building common area maintenance charges payable by the Purchaser inter alia for the maintenance of the Unit/ Building, but shall not include FCAM Charges.



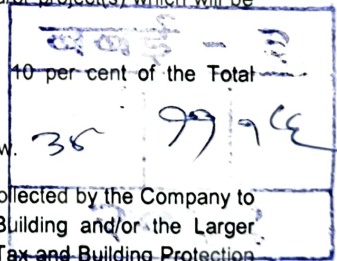
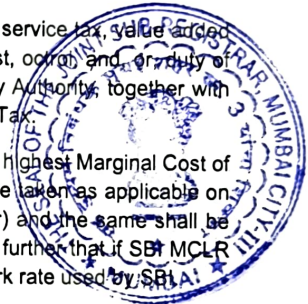
Nilan

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



basis) and is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been applied / fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of EBVT Area.

- 1.22. "Extended DOP" shall have the meaning ascribed to it in Clause 10.1 below.
- 1.23. "FCAM Charges", if applicable, shall mean the Federation common area maintenance charges payable by the Purchaser *inter alia* for the maintenance of the Larger Property (excluding the Building), but shall not include BCAM Charges. FCAM Charges shall be applicable where the Project consists of more than one Ultimate Organisation and will be as set out at Annexure 6 (Unit and Project Details).
- 1.24. "Federation" shall mean the apex body to be formed by and consisting of the ultimate organisations formed in respect of various buildings constructed/to be constructed in the Project, to maintain, administer and manage the Larger Property and the Project. This may be a company or a registered federation or any other management structure as permissible in law.
- 1.25. "Federation Conveyance" shall have the meaning ascribed to it in Clause 14.4 below.
- 1.26. "FEMA" shall have the meaning ascribed to it in Clause 20(y) below.
- 1.27. "FMC" shall have the meaning ascribed to it in Clause 15.1 below.
- 1.28. "Force Majeure" shall mean an event of flood, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Project.
- 1.29. "FSI Free Constructed Spaces" shall have the meaning ascribed to it in Clause 15.15 below.
- 1.30. "Indirect Tax" or "Indirect Taxes" means goods and services tax, service tax, value added tax, sales tax, stamp duty, customs and import duties, levy, impost, octroi and, or duty of any nature whatsoever, whenever imposed and, or, levied, by any Authority, together with any interest and penalties in relation thereto, excluding any Direct Tax.
- 1.31. "Interest" shall mean simple interest at State Bank of India's (SBI) highest Marginal Cost of Lending Rate (MCLR) + 2 per cent per annum. The MCLR shall be taken as applicable on 1st day of each quarter (1st January, 1st April, 1st July, 1st October) and the same shall be deemed to be the applicable MCLR for the said quarter. Provided further that if SBI MCLR is no longer in use, MCLR will be replaced by equivalent benchmark rate used by SBI.
- 1.32. "Larger Property" means the land with details as described in Annexure 1 (Description of Larger Property). For clarity, there may be other building(s) and/or project(s) which will be constructed on the Larger Property.
- 1.33. "Liquidated Damages" shall mean an amount equivalent to 10 per cent of the Total Consideration.
- 1.34. "Loan" shall have the meaning ascribed to it in Clause 7.1 below.
- 1.35. "Maintenance Related Amounts" shall include the amounts collected by the Company to be utilized towards the management of the affairs of the Building and/or the Larger Property including but not limited to BCAM Charges, Property Tax and Building Protection Deposit. An indicative list of Maintenance Related Amounts is at Annexure 6 (Unit and Project Details).
- 1.36. "Net Area" shall mean the aggregate of the Carpet Area and the EBVT Area.
- 1.37. "OC" shall have the meaning ascribed to it in Clause 10.3 below.
- 1.38. "Possession Demand Letter" shall have the meaning ascribed to it in Clause 10.2 below.



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- 1.39. "Project" shall mean the project with RERA registration number as stated in Annexure 6 (Unit and Project Details) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The Project may be part of a layout on the Larger Property which may comprise of various other buildings and/or projects.
- 1.40. "Purchaser Notice of Termination" shall have the meaning ascribed to it in Clause 11.3.1.b) below.
- 1.41. "Refund Amount" shall mean:

1.41.1. In case of termination pursuant to Clause 11.2.1 and Clause 11.2.2: an amount equivalent to the Total Consideration or part thereof paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) after deducting therefrom the Liquidated Damages and, if applicable, any amounts paid to 3rd parties by the Company on behalf of the Purchaser including but not limited to stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Company to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchaser as a potential purchaser).

For avoidance of doubt, it is clarified that any amount paid by the Purchaser which has been utilized towards payment of Indirect Tax to any Authority shall not be refunded unless (and till such time that) the Company receives credit for the same from the relevant Authority.

1.41.2. In case of termination pursuant to Clause 11.2.3 and 11.3.1.b: an amount equivalent to the aggregate of the Total Consideration or part thereof paid by the Purchaser to the Company (excluding Interest or any other charges paid by the Purchaser on account of delayed payments) and Interest on such amounts from the date of receipt of the respective installments, after deducting therefrom any amounts paid to 3rd parties by the Company on behalf of the Purchaser (if applicable) including but not limited to stamp duty, registration charges, brokerage charges (including any consideration, monetary or otherwise, paid by the Company to any third party for facilitating, assisting in connection with the sale of the Unit or identifying the Purchaser as a potential purchaser), till the date of payment of the Refund Amount.

For the avoidance of doubt, it is clarified that Interest will not be payable on any amounts paid by the Purchaser towards any Indirect Tax and, or, any other government levy.

1.42. "Reimbursements" shall include all expenses directly or indirectly incurred by the Company in providing or procuring services/facilities other than the Unit including but not limited to LUC, electricity deposit reimbursement, administrative expenses, utility connections, piped gas connection and related expenses, legal expenses and all applicable Taxes thereon. An indicative list of Reimbursements is at Annexure 6 (Unit and Project Details).

1.43. "RERA" shall mean the Real Estate (Regulation and Development) Act 2016 and the rules framed by the relevant State Government thereto and any amendments to the Act or the rules.

1.44. "Service Providers" shall have the meaning ascribed to it in Clause 15.15 below.

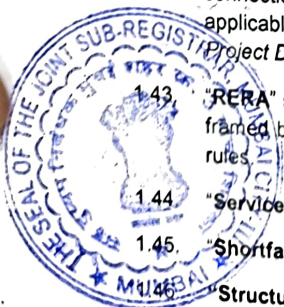
1.45. "Shortfall Amount" shall have the meaning ascribed to it in Clause 16.3 below.

"Structural Defects" shall mean any defect related to the load bearing structure of the Building and water proofing. It is further clarified that this shall not include any other non-load bearing elements or defects for reasons not attributable to the Company.

1.47. "Taxes" shall mean and include Direct Tax and Indirect Tax.

1.48. "Transfer" shall mean the sale, transfer, assignment, directly or indirectly, to any third party of:

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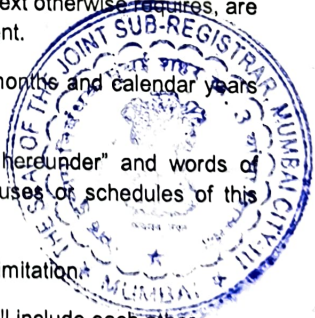
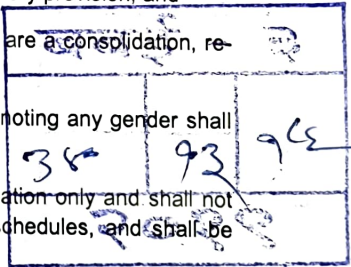
- a. the Unit or any part of the right, title or interest therein; and, or,
- b. the benefit of this Agreement; and, or,
- c. in case the Purchaser is a company, directly or indirectly, the change in (i) control and, or, management; and, or, (ii) shareholding constituting more than 25 per cent of the voting rights and, or, economic interest;
- d. in case the Purchaser is a partnership firm or limited liability partnership, the change in constitution thereof.

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

- 1.49. "Total Consideration" shall mean the amounts payable/agreed to be paid by the Purchaser for purchase of Unit and will be the aggregate of the Consideration Value set out at Annexure 6 (Unit and Project Details), Reimbursements, the Maintenance Related Amounts and all Indirect Taxes thereto, as well as any changes in Consideration Value as per the terms of Clause 4.2.
- 1.50. "Ultimate Organization" shall mean the company/ condominium/society/other permissible legal entity to be formed in respect of the Building as contemplated in Clause 14.
- 1.51. "Unit" shall mean the unit in the Building with the Carpet Area and EBVT Area as specified at Annexure 6 (Unit and Project Details) and floorplan thereto (with unit shaded) annexed hereto as Annexure 5 (Floor Plan).

2. RULES FOR INTERPRETATION

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
 - 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.
- 2.7. The words "include" and "including" are to be construed without limitation.
- 2.8. Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.9. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or



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the act or thing is done and if the last day of the period is not a working day, then the period shall include the next following working day.

- 2.10. The Purchaser confirms and warrants that the Liquidated Damages is a genuine/pre-estimate of the loss or damage that is likely to be suffered by the Company on account of breach of the terms of this Agreement by the Purchaser. The Liquidated Damages is also arrived at having regard to the cost of construction, the cost of funds raised by the 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.
- 2.11. All amounts stated herein are exclusive of Taxes, including but not limited to service tax, Maharashtra value added tax, stamp duty, and all such Taxes, as maybe applicable from time to time, shall be borne and paid by the Purchaser separately, immediately upon the same being demanded by the Company as per Applicable Law.
- 2.12. In case of any conflict between the provisions of Clause 21 and any other provisions of this Agreement, the provisions of Clause 21 shall prevail.
- 2.13. The recitals above, the schedules and annexures hereto shall form an integral part and parcel of this Agreement and shall be read in conjunction with this Agreement.

3. DISCLOSURES AND TITLE

- 3.1. The Purchaser hereby declares and confirms that prior to the execution of this Agreement: (i) the Company has made full and complete disclosure of its title to Larger Property; (ii) he has taken inspection of all the relevant documents; and (iii) he has, in relation to the Unit/Building/Larger Property, satisfied himself of *inter alia* the following:
- Nature of the Company's right, title and encumbrances, if any;
 - The Approvals (current and future);
 - The drawings, plans and specifications;
 - Nature and particulars of fixtures, fittings and amenities.
- 3.2. The Purchaser confirms that the Purchaser has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding a draft of this Agreement. The Purchaser has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.



4. AGREEMENT TO SELL AND CONSIDERATION

4.1. The Purchaser hereby agrees to purchase/acquire from the Company and the Company hereby agrees to sell to the Purchaser, the Unit for the Total Consideration as set out at **Annexure 6 (Unit and Project Details)** hereto subject to the terms and conditions mentioned herein and the Approvals.

4.2. The Total Consideration shall remain fixed as stated in **Annexure 6 (Unit and Project Details)** hereto, save and except for proportionate share (in ratio of Net Area) of any increase in costs/charges levied by any Authority, after date of start of construction of the Building and on account of any increase in the cost of construction of the Building due to depreciation of the rupee by more than 5 per cent beyond the prevailing exchange rate with the US Dollar (\$) as on the date of start of construction of the Building. Such increase will be certified by any one of the Big 6 accountancy firms (EY, KPMG, PWC, Deloitte, BDO, Grant Thornton in 2018 and as may vary over time) and the Purchaser shall pay such proportionate share, as demanded.

4.3. The Total Consideration shall be paid by the Purchaser to the Company from time to time in the manner more particularly described at **Annexure 6 (Unit and Project Details)**, time being of the essence. The Purchaser shall be responsible for ensuring that payment of each installment is made within 14 (fourteen) days of the demand for the said installment.



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being made by the Company. Payment shall be deemed to have been made when credit is received for the same by the Company in its account.

- 4.4. The Purchaser acknowledges that he has chosen the 'Construction Progress Linked Payment Plan' since it 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, thus compensating for the impact of any delay in construction on the Purchaser. 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'.
- 4.5. The Purchaser agrees and understands that Company has agreed to sell the Unit to the Purchaser on the specific assurance of the Purchaser that the Purchaser:
- Shall make payment of the Total Consideration as per the timelines set out at **Annexure 6 (Unit and Project Details)**, without any delay or demur for any reason whatsoever;
 - Shall observe all the covenants, obligations and restrictions stated in this Agreement; and
 - Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.
- 4.6. It is clarified and the Purchaser accords his irrevocable consent to the Company to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:



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

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

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

5. CONSTRUCTION AND DEVELOPMENT

- 5.1. The Company shall, subject to the terms hereof, construct the Building in accordance with the Approvals and, or, plans and amendments thereto as approved by the relevant Authorities.

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- 5.2. The Purchaser is aware that while the Company has obtained some of the Approvals, certain other Approvals (or amendments to current Approvals) may be received from time to time. 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.
- 5.3. The Parties agree that while the Company may make amendments to the plans or layouts of the Building and the Project as required for the execution of the Project or as may be directed by the competent Authorities. This may include any change wherein the Company, if permitted by the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible on any other property at any time prior to conveyance of the Larger Property to the Federation/Ultimate Organisation. The Purchaser gives his consent for such changes provided such changes shall not result in change in location of the Unit (with respect to its direction on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Net Area more than 3 per cent of the Net Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.
- 5.4. The Purchaser is aware and agrees that the Company shall allow various balcony/verandah/ open terraces (including the one located at the top of the Building) to be used, partly or wholly, by one (or more) unit purchaser(s) in the Building and such unit purchaser(s) shall have exclusive right to use the said areas as per the terms of the arrangement between the Company and the said unit purchaser(s). The Purchaser agrees not to raise any objection or make any claims in that regard and the claims in that regard shall be deemed to have been waived. In terms of the above, the Company shall be at absolute liberty to allo/assign the said right to such person/s in the manner as the Company may deem fit and proper.

6. **SECURITIZATION OF THE TOTAL CONSIDERATION**

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

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LOANS AGAINST THE UNIT

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



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

The Purchaser hereby expressly agrees that so long as the Loan and the Total Consideration remain unpaid/outstanding, the Purchaser subject to the terms hereof, shall not sell, Transfer, let out and/or deal with the Unit in any manner whatsoever without

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obtaining prior written permission of the Company and/or the relevant banks/financial institutions which have advanced the Loan. The Company shall not be liable for any of the acts of omission or commission of the Purchaser which are contrary to the terms and conditions governing the Loan. It shall be the responsibility of the Purchaser to inform the Ultimate Organisation about the lien/charge of such banks/financial institutions and the Company shall not be liable or responsible for the same in any manner whatsoever.

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

8. **CAR PARKING**

- 8.1. At the request of the Purchaser, the Company hereby permits the Purchaser to use the number of Car Parking Spaces as set out in **Annexure 6 (Unit and Project Details)** hereto within the Project/Larger Property. The allocation of these spaces shall be at the sole discretion of the Company and the Purchaser hereby agrees to the same. The Purchaser is aware that the Company has in the like manner allocated/ shall be allocating other car parking spaces to other purchasers of the units in the Building and in the Project and undertakes not to raise any objection in that regard and the rights of the Purchaser to raise any such objection shall be deemed to have been waived. The Purchaser hereby further warrants and confirms that the Purchaser shall, upon formation of the Ultimate Organisation and/or execution of conveyance, as contemplated herein, cause such Ultimate Organisation to confirm and ratify and shall not permit the Ultimate Organisation to alter or change the allocation of Car Parking Spaces in the manner allocated by the Company to the various purchasers (including the Purchaser herein) of the units in the Building and the Project.

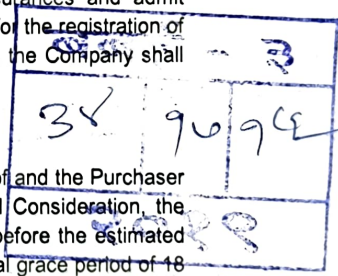
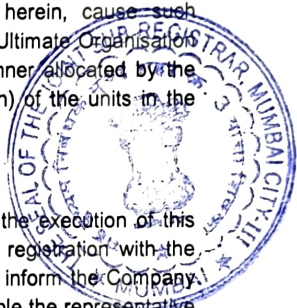
9. **REGISTRATION**

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

10. **POSSESSION**

- 10.1. Subject to the Purchaser not being in breach of any of the terms hereof and the Purchaser having paid all the dues and amounts hereunder including the Total Consideration, the Company shall endeavor to provide the Unit to the Purchaser on or before the estimated DOP set out at **Annexure 6 (Unit and Project Details)** with an additional grace period of 18 (eighteen) months and any further extension as may be applicable pursuant to Clause 10.4 (cumulatively referred to as the **Extended DOP** i.e. estimated DOP as set out at **Annexure 6 (Unit and Project Details)** + additional grace period of 18 (eighteen) months + further extension as may be applicable pursuant to Clause 10.4).

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



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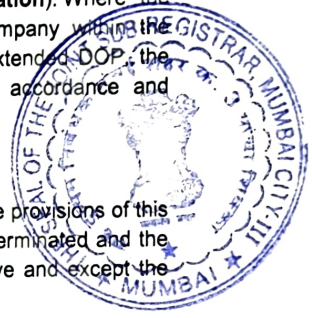
year due to Applicable Law, the Company shall have the option to terminate this Agreement sending the Company Notice of Termination.

Purchaser's Right to Terminate:

11.3. Purchaser shall have right to terminate this Agreement only in the following circumstances:

11.3.1. Delay in possession beyond Extended DOP: Subject to the Purchaser having paid all the amounts due and payable hereunder as per the timelines stated in **Annexure 6 (Unit and Project Details)**, if the Company fails to offer possession of the Unit by Extended DOP, then:

- a. Within 30 (thirty) days of expiry of Extended DOP, the Company shall inform the Purchaser the revised date by which the Unit is likely to be ready for being offered for possession. On receipt of such written intimation, unless the Purchaser elects to terminate this Agreement in terms of Clause b) the DOP mentioned in **Annexure 6 (Unit and Project Details)** shall stand revised to and substituted by revised date communicated by the Company. The Company shall credit Interest to the Purchaser for the period between the Extended DOP and the date on which possession is finally offered to the Purchaser; or
- b. Within 30 days from expiry of Extended DOP, the Purchaser may by giving notice in writing in the form set out in **Annexure 8 (Purchaser Notice of Termination)** elect to terminate this Agreement (**Purchaser Notice of Termination**). Where the Purchaser Notice of Termination is not received by the Company within the aforementioned period of 30 (thirty) days from expiry of the Extended DOP, the Purchaser shall be deemed to have elected to proceed in accordance and pursuant to the provisions of Clause 11.3.1(a).



11.4. Consequences of Termination and Payment of Refund Amount

11.4.1. On a termination of this Agreement by either Party in accordance with the provisions of this Clause 11, the booking / allotment of the Unit shall stand immediately terminated and the Purchaser shall have no right whatsoever with respect to the Unit, save and except the right to receive the Refund Amount in accordance with Clause 11.4.2.

11.4.2. Pursuant to the termination of this Agreement, the Refund Amount shall be deemed to be due and payable to the Purchaser at the end of 12 months from the date of receipt of: (i) the Company Notice of Termination by the Purchaser; or (ii) the Purchaser Notice of Termination by the Company, as the case may be, and shall be paid by the Company to the Purchaser only on the registration of a Deed of Cancellation of this Agreement.

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12. DEFECT LIABILITY

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

13. SET OFF / ADJUSTMENT

13.1. The Purchaser hereby grants to the Company the unequivocal and irrevocable consent to recover / set off / adjust the amounts payable by the Purchaser to the Company including the Total Consideration, Interest and/or Liquidated Damages against any other amounts payable by the Purchaser to the Company or by the Company to the Purchaser pursuant to this Agreement and in relation to the Unit. The Purchaser agrees and undertakes not to



Annexure 6

(Unit and Project Details)

- (I) **CUSTOMER ID** : 0001288394
- (II) **Correspondence Address of Purchaser:** 102,A-wing,Twin Apartment,Marve Road,Near Garden Court Hotel,Malad West, Mumbai-400064 India
- (III) **Email ID of Purchaser:** niravmetals@gmail.com

(IV) **Unit Details:**

- (i) **Development/Project** : THE PARK (LODHA ALLURA,MARQUISE,PARKSIDE ,TRUMP,KIARA)
- (ii) **Building Name** : Allura
- (iii) **Wing** : Wing B
- (iv) **Unit No.** : B-5202
- (v) **Area** :



| | Sq. Ft. | Sq. Mtrs. |
|-----------------------------------|---------|-----------|
| Carpet Area | 1062 | 98.66 |
| EBVT Area | 30 | 2.79 |
| Net Area (Carpet Area +EBVT Area) | 1092 | 101.45 |

- (vi) **Car Parking Space allotted:** 2 nos.

- (V) **Consideration Value (CV):** Rs.52,858,929.00/- (Rupees Five Crores Twenty Eight Lakhs Fifty Eight Thousand Nine Hundred and Twenty Nine only)

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

| Sr. no. | On Initiation of below milestones | Amount (In Rs.) | Due Date |
|---------|-----------------------------------|-----------------|------------|
| 01 | Booking Amount-1 | 900,000.00 | 18-12-2018 |
| 02 | Booking Amount-2 | 4,385,893.00 | 18-12-2018 |
| 03 | Within 21 days | 47,573,036.00 | 17-01-2019 |

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

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

- 1) **Land Under Construction (LUC) Reimbursement:** Rs.325,620.00/- (Rupees Three Lakh Twenty Five Thousand Six Hundred and Twenty only) towards reimbursement of LUC from the start of construction till the Date of Offer of Possession.
- 2) **Electricity Deposit Reimbursement:** Rs.4,500.00/- (Rupees Four Thousand Five Hundred only) towards provisional amount of reimbursement of deposit paid to Electricity Supply company on the Purchaser's behalf. The benefit of the said deposit shall stand transferred to the Purchaser when meter is transferred to the Purchaser's name.
- 3) **Utility connection and related expenses:** Rs.150,000.00/- (Rupees One Lakh Fifty Thousand only)

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4) Share Money: Rs.600.00/- (Rupees Six Hundred only)

(VIII) **Maintenance Related Amounts:** Provisional amounts (subject to actuals) covering period of months from Date of Offer of Possession. Payable on/before the Date of Offer of Possession:

1) BCAM Charges: Rs.229,975.00/- (Rupees Two Lakh Twenty Nine Thousand Nine Hundred and Seventy Five only) covering period of 18 months from DOP.

2) Pipes Gas connection and related expenses (if applicable): Rs.55,000.00/- (Rupees Fifty Five Thousand only)

3) FCAM Charges (if applicable): Rs.194,594.00/- (Rupees One Lakh Ninety Four Thousand Five Hundred and Ninety Four only) covering period of 60 months from DOP.

4) Property Tax (Estimated): Rs.131,040.00/-(Rupees One Lakh Thirty One Thousand And Forty only) covering period of 12 months from DOP.

The number of family members eligible for club membership are:

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

Building Protection Deposit: Undated cheque of Rs.108,000.00/- (Rupees One Lakhs Eight Thousand only) towards Building Protection Deposit which shall be encashed only if there is violation of guidelines respect of execution of fit outs/interior works.

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

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

(IX) **Date of Offer of Possession:** 30.06.2019, subject to additional grace period of 18 (eighteen) Months and any extension as may be applicable on account of the provisions of Clause 10.4.

(X) **Project Details:**

1) Project Name: THE PARK (LODHA ALLURA, MARQUISE, PARKSIDE, TRUMP, KIAR)

2) RERA Registration Number: P51900001339

3) No. of Buildings: 5



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ANNEXURE – 7: COMMON AREAS AND AMENITIES*

Inside Homes:

- Air-conditioned* homes with split units.
- Imported marble flooring entire house (living/dining, puja, passage and bedrooms).
- Vitrified tiles in kitchen and ceramic tiles in utility, store and service areas.
- All toilets floors finished in imported marble.
- Luxury European bath fittings: Duravit/Laufen sanitary ware and Grohe/Gessi/Isenberg/ KohlerCP fittings in all toilets.
- Fitted Modular kitchen with hob and hood (no other appliances shall be provided).
- Multi-level security with:
 - o Swipe card access to lobby and lifts
 - o Video door phone
 - o CCTV monitoring of key common areas
 - o Gas detector in kitchen
 - o Emergency alarm in each residence

Facility list:

- a. Gym
- b. Yoga/Aerobics room
- c. Banquet Hall
- d. Guest rooms
- e. indoor badminton court
- f. Multipurpose sports courts:
- g. Squash court
- h. Cinema-cum-theatre
- i. Kids Indoor play area
- j. Restaurant/Cafe
- k. Juice Bar
- l. Concierge Desk
- m. Indoor Games Room
- n. Business centre & Conferencing facilities
- o. Medical Room
- p. Convenience Store
- q. Laundry
- r. Spa treatment room



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Key elements (outdoors):

- a. 4 swimming pools:
 - a. Open swimming pool
 - b. Covered heated pool
 - c. Kids pool
 - d. Toddlers pool
- b. open air Gym
- c. Mini Golf / Putting green
- d. Cricket Pitch
- e. Outdoor Children's play area

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MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
COMMENCEMENT CERTIFICATE
 No. EB/1342/GS/A

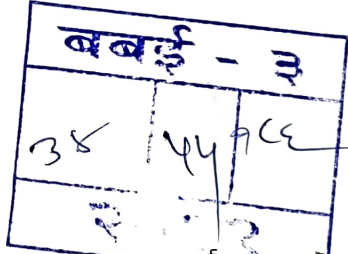
To, Jewell Real Estate Pvt. Ltd
 464, Senapati Bapat Marg, Lower Parel, Mumbai
 Textile Mill Compound, Mumbai - 400013

Sr. With reference to your application No. EB/1342/GS/A Dated. 5/9/2018 for Development Permission and grant of Commencement Certificate for the proposed building under Section 345 & 346 of the Maharashtra Regional and Town Planning Act, 1966 to carry out development and building permission under Section 345 & 346 of the Maharashtra Regional and Town Planning Act, 1966 to erect a building in Building development work on plot No. 45 of C.T.S. No. 464 Division / Village / Town Planning Scheme No. Lower Parel situated at Senapati Bapat Marg Road / Street in G/South Ward

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

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

The Municipal Commissioner has appointed Shri. Asst.Eng.(BP)City VI G/South (Rajendra Anandraj Jadhav) Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.



This CC is valid upto 23/1/2018

Issue On: 1/8/2018 Valid Upto: 31/7/2019

Remark:

(1) This C.C. is endorsed and extended further C.C. for Wing- 1 upto top of 72 nd habitable floor and also endorsed CC upto 78th floor for the staircase/ lift core i.e. for the construction of staircase/ lobby/ lift lobby/ lift machine room/ overhead water tank (staircase and lift core with overhead water tank), i.e. for full height of staircase lift core, (2) This C.C. is endorsed for Wing- 4 upto 71st floor top for habitable floor and endorsed CC upto 78th floor for the staircase/ lift core i.e. for the construction of staircase/ staircase lobby/ lift lobby/ lift machine room/ overhead water tank (staircase and lift core with overhead water tank), i.e. for full height of staircase lift core (3) This C.C. is endorsed and extended further C.C. for full work of Town House no. 2nd to 5th. (4) This C.C. is endorsed and extended further C.C. for full work of amenity building as per last approved plan dated 04/05/2018.

Approved By
 A.E(B)City-I
 Assistant Engineer (BP)

Issue On: 1/8/2018 Valid Upto: 23/1/2018

Remark:

This CC up to top of upper basement.

Approved By
 EE(BP)City-I
 Assistant Engineer (BP)

Issue On: 17/11/2018 Valid Upto: 23/1/2019

Remark:

1) This C.C. is further extended for Wing- 1 up to top of 78th habitable floor and also endorsed CC upto 78th floor for the staircase/ lift core i.e. for full work of wing 1, (2) This C.C. is further extended for Wing- 2 up to top of 78th habitable floor and endorsed CC upto 78th floor for the staircase/ lift core i.e. for full work of wing 2 (3) This C.C.

EB/1342/GS/A

1) This C.C. is further extended for Wing- 1 up to top of 78th habitable floor and also endorsed CC upto 78th floor for the staircase/ lift core i.e. for full work of wing 1, (2) This C.C. is further extended for Wing- 2 up to top of 78th habitable floor and endorsed CC upto 78th floor for the staircase/ lift core i.e. for full work of wing 2 (3) This C.C. is further extended for Wing- 4 up to top of 78th habitable floor and endorsed CC upto 78th floor for the staircase/ lift core i.e. for full work of wing 4, (4) This C.C. is further extended for Wing- 5 up to top of 80th habitable floor and endorsed CC upto 80th floor for the staircase/ lift core i.e. for full work of wing 5 as per last approved amended plans dated 04.05.2018.

Approved By
AE
Assistant Engineer (BP)

Co to
1 Architect
2 Collector Mumbai Suburban /Mumbai District

For and on behalf of
Municipal Corporation of
Assistant Engineer
City Corporation

Issue On: 7/12/2018 Valid Upto: 6/12/2019

Remark:

Approved By
AE
Assistant Engineer (BP)

Issue On: 11/12/2018 Valid Upto: 23/1/2019

Remark:

This CC is further extended & endorsed for Wing-5 from 51st to top of 63rd upper floor for habitable floor including staircase lift lobby core & endorsed CC to Wing-6 upto top of 7th upper floor for habitable floor, as per approved plan dated 05.12.2018.

Name: JADHAV RAJENDRA
ANANDRAO
Designation: Assistant
Engineer
Organization: Municipal
Corporation of Greater Mumbai
Date: 11-Dec-2018 18:59:57



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MUNICIPAL CORPORATION OF GREATER MUMBAI
No. EB/1342/GS/A

From :
Executive Engineer Bldg. Proposal (City -I)
Near Municipal Building C.S. 355-B Bhagwan
Valmiki Chowk, Vidyalankar Marg, Opp
Hanuman Mandir, Antop Hill, Wadala (East)
Mumbai 400017

To:
M/S Sparange Consultants,
Lorain Services,
B-106, Narsing Building,
Mahalaxmi Compound, Link Road,
Mumbai (West) Mumbai - 400 080

Sub: Proposed redevelopment of property on plot bearing C.S No 464 of
Lower parcel Division, at Senapati Bapat Marg, Mumbai
Ref: Your online application

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

- 1) That all the conditions of L.O.D. under even No. dated 24.1.2006 and amended plan approval letters dated 31.5.2008, 7.1.2009, 23.11.2009, 30.9.2010, 11.1.2011, 10.12.2013, 20.12.2014, 20.2.2016, 31.03.2017 and 20.12.2017 shall be complied with
- 2) That the revised structural design/ calculations/details/drawings shall be submitted before extending C.C
- 3) That the payments towards following shall be made before asking for endorsement of
 - a) Development charges.
 - b) Premium towards staircase, lift, lift lobby area.
- 4) That the C.C shall be got endorsed as per the amended plans
- 5) That the work shall be carried out strictly as per approved plans
- 6) That the work shall be carried out between 6.00 a.m to 10.00 p.m., only in accordance with Rule 5A(3) of the Noise Pollution (Regulation & Control) Rules, 2000 and the provision of notification issued by Ministry of Environment & Forest Deptt. from time to time shall be duly observed

- 7) That all conditions and directions specified in the order of Hon'ble Supreme Court dated 15.03.2018 in Dumping Ground case shall be complied with
- 8) That adequate safeguards shall be employed in consultation with SWM Dept. of MCGM for preventing dispersal of particles through air and the construction debris generated shall be deposited in specific sites inspected and approved by MCGM
- 9) That the debris shall be managed in accordance with the provisions of construction and demolition waste Management Rules 2016

A set of approved plans duly signed is return herewith as per form of approval

Yours Faithfully,

Amit Jaganath
N. Marathe

S.E.(B.P.) C-XII

JASHVI
RAJENDRA
ANANDRAO

A.E.(B.P.)C-VI

Satish
Bhaskar
Gite

Executive Engineer
Building Proposals (City)-I

No. EB/1342/GS/A

Copy To: Owner

- 1) M/S Lodha Developers Pvt. Ltd.,
(Earlier Known as M/S. Jewala Real Estate Pvt. Ltd.)
Lodha Excelus, N M Joshi Marg,
Mahalaxmi, Mumbai 400 011
- 2) Designated Officer /G/S Ward.

Amit Jaganath
N. Marathe

S.E.(B.P.) C-XII

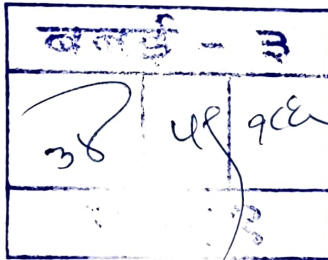
JASHVI
RAJENDRA
ANANDRAO

A.E.(B.P.)C-VI

Satish
Bhaskar
Gite

Executive Engineer
Building Proposals (City)-I

BP/CS-5113



No. EB/1342/GS/A

C - 3

MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
No EB/1342/GS/A
COMMENCEMENT CERTIFICATE

To:
M/S Jewala Real Estate Pvt. Ltd.
464, Senapati Bapat Marg, Lower Parcel, Mumbai
Textile Mill Compound, Mumbai. 400013.

Sir,
With reference to your application No. EB/1342/GS/A Dated. 30/3/2018 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 34B no. 337 (Nbr) case 30/3/2018 of the Mumbai Municipal Corporation Act 1958 to erect a building in Building development work of on plot No. - C.T.S. No. 484 Division / Village / Town Planning Scheme No. Lower Parcel situated at Senapati Bapat Marg Road / Street in G/South Ward.

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

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

The Municipal Commissioner has appointed Shri. Asst.Eng.(BP)City VI G/South (Rajendra Anandrao Jadhav) Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.



- (16) Regular supervision of the above and other measures for monitoring should be in place all through the construction phase, so as to avoid disturbance to the surroundings.
- (17) Under the provisions of Environment (Protection) Act, 1986, legal action shall be initiated against the project proponent if it was found that construction of the project has been carried out without obtaining environmental clearance.
- (18) Six monthly monitoring reports should be submitted to the Department and MPCB. A complete set of all the documents submitted to Department should be forwarded to the MPCB.
- (19) In the case of any change(s) in the scope of the project, the project would require a fresh approval by this Department.
- (20) A separate environment management cell with qualified staff shall be set up for regular supervision of the stipulated environmental safeguards.
- (21) A separate fund shall be allocated for implementation of environmental protection measures along with item wise breaks up. These cost shall be included as part of the project cost. The fund earmarked for the environment protection measures shall not be diverted for other purposes and year-wise expenditure should reported to the MPCB & this department.
- (22) The project's management shall advertise at least in two local newspapers widely circulated in the region around the project, one of which shall be in the Marathi language of the local concerned environmental clearance and copies of clearance that the project has been accorded environmental clearance and may also be made available at www.maharashtra.gov.in or at Website of www.maharashtra.gov.in.
- (23) Project management should submit half yearly compliance reports in respect of the stipulated environmental clearance terms and conditions in hard & soft copies to the MPCB & this department, on 1st June & 1st December of each calendar year.
- (24) A copy of the clearance letter shall be sent by proponent to the concerned Municipal Corporation and the local NGO, if any, from whom suggestions/representations, if any, were received while processing the proposal. The clearance letter shall also be put on the website of the Company by the proponent.
- (25) The proponent shall upload the status of compliance of the stipulated EC conditions, including results of monitored data on their website and shall update the same periodically. It shall simultaneously be sent to the Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB. The criteria pollutant levels namely; SPH, RSPM, SO₂, NO_x (ambient levels as well as stack emissions) or critical sector parameters, indicated for the project shall be monitored and displayed at a convenient location near the main gate of the company in the public domain.
- (26) The project proponent shall also submit six monthly reports on the status of compliance of the stipulated EC conditions including results of monitored data (both in hard copies as well as by e-mail) to the respective Regional Office of MoEF, the respective Zonal Office of CPCB and the SPCB.
- (27) The environmental statement for each financial year ending 31st March in Form-V as mandated to be submitted by the project proponent to the concerned State Pollution Control Board as prescribed under the Environment (Protection) Rules, 1986, as amended subsequently, shall also be put on the website of the company along with the status of compliance of EC conditions and shall also be sent to the respective Regional Offices of MoEF by e-mail.

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4. The environmental clearance is being issued without prejudice to the action initiated under EP Act or any court case pending in the court of law and it does not mean that project proponent has not violated any environmental laws in the past and whatever decision under EP Act or of the Hon'ble court will be binding on the project proponent. Hence this clearance does not give immunity to the project proponent in the case filed against him, if any or action initiated under EP Act.
5. In case of submission of false document and non compliance of stipulated conditions, Authority/Environment Department will revoke or suspend the Environmental Clearance without any intimation and initiate appropriate legal action under Environmental Protection Act, 1986.
6. The Environment department reserves the right to add any stringent condition or to revoke the clearance if conditions stipulated are not implemented to the satisfaction of the department for that matter, for any other administrative reason.
7. Validity of Environment Clearance: The environmental clearance accorded shall be valid for a period of 5 years.
8. In case of any deviation or alteration in the project proposed from those submitted to this department for clearance, a fresh reference should be made to the department to assess the adequacy of the condition(s) imposed and to incorporate additional environmental protection measures required, if any.
9. The above stipulations would be enforced among others under the Water (Prevention and Control of Pollution) Act, 1974, the Air (Prevention and Control of Pollution) Act, 1981, the Environment (Protection) Act, 1986 and rules there under, Hazardous Waste (Management and Handling) Rules, 1989 and its amendments, the public Liability Insurance Act, 1991 and its amendments.
10. Any appeal against this environmental clearance shall lie with the National Green Tribunal, Van Vigyan Bhawan, Sec-5, R.K. Puram, New Delhi - 110 022, if preferred, within 30 days as prescribed under Section 16 of the National Green Tribunal Act, 2010.

Handwritten signature
 (Valsa R. Naik (Stn))
 Secretary, Environment
 department & MS, SEIAA

- Copy to:
1. Shri. P.M.A Hakeem, IAS (Retd.), Chairman, SEIAA, 'Jugna' Kottaram Road, Calicut- 673 006 Kerala.
 2. Shri. Ravi Bhushan Budhiraja, Chairman, SEAC-II, S-South, Dilwara Apartment, Coorpage, M.K.Road, Mumbai 400021
 3. Additional Secretary, MOEF, 'Parvayan Bhawan' CGO Complex, Lodhi Road, New Delhi - 110510



C-3
MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
 No EB/1342/GS/A
COMMENCEMENT CERTIFICATE

4. Member Secretary, Maharashtra Pollution Control Board, with request to display a copy of the clearance.
5. The CCF, Regional Office, Ministry of Environment and Forest (Regional Office, Western Region, Kandriya Parvayan Bhavan, Link Road No-3, E-5, Ravi-Shankar Nagar, Bhopal- 462 016) (MP)
6. Regional Office, MPCB, Mumbai.
7. Collector, Mumbai.
8. Municipal Commissioner, Municipal Corporation of Greater Mumbai, Mumbai
9. Chief Engineer (DP), Municipal Corporation of Greater Mumbai, Mahapalika marg, Mumbai.
10. IA- Division, Monitoring Cell, MoEF, Parvayan Bhavan, CGO Complex, Lodhi Road, New Delhi 110002.
11. Select file (T.C-3)

To,
 M/S Jewala Real Estate Pvt. Ltd.
 464, Senapati Bapat Marg, Lower Parel, Mumbai
 Textile Mill Compound, Mumbai. 400013.

Sr.
 With reference to your application No. EB/1342/GS/A Dated. 27/3/2017 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 27/3/2017 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work on plot No. - of the Maharashtra Regional and Town Planning Scheme No. Lower Parel situated at Senapati Bapat Marg Road / Street in G/South Ward.

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

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The Municipal Commissioner has appointed Shri. Asst.Eng.(BP)Chy Vt GSouth(Satish Bhaskar Gite) Assistant Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

This CC is valid upto

Issue On: 3/7/2007 Valid Upto

Remark

This C.C. is upto Top of Upper Basement

Approved By
B J Mhasawade
Assistant Engineer (BP)

Issue On: 19/1/2017 Valid Upto

Remark

Further C.C. for the construction of staircase/ staircase lobby/ lift lobby/ lift machine room/ Overhead Water Tank (staircase and lift core with overhead water tank) for wing 1 over 78th floor, wing 2 over 78th floor, wing 3 over 76th floor, wing 4 over 78th floor and wing 5 over 25th floor i.e. for full height of staircase lift core as per last amended plan dated 29.02.2016

Approved By
Bhri. B. B. Gite
Executive Engr. (Personal)

Issue On: 11/4/2017 Valid Upto: 23/1/2018

Remark

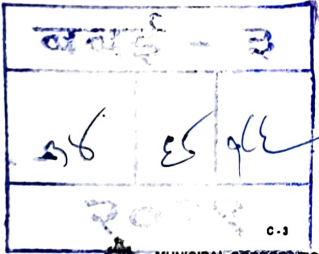
This CC is endorsed and extended for -

- (1) Wing-1 upto top of 44th floor level,
- (2) Wing-2 upto top of 40th floor level,
- (3) Wing-3 upto top of 56th floor level,
- (4) Wing-4 upto top of 43rd floor level,
- (5) Wing-5 for entire staircase/ lift core

i.e. for the construction of staircase/ staircase lobby/ lift lobby/ lift machine room/overhead water tank (staircase and lift core with overhead water tank) over 64th floor and

- (6) Wing-6 for entire staircase/ lift core

i.e. for the construction of staircase/ staircase lobby/ lift lobby/ lift machine room/overhead water tank (staircase and lift core with overhead water tank) over 21st floor as per last approved amended plans dated 31.03.2017



MUNICIPAL CORPORATION OF GREATER MUMBAI
FORM 'A'
MAHARASHTRA REGIONAL AND TOWN PLANNING ACT, 1966
No EB/1342/GS/A

COMMENCEMENT CERTIFICATE

To
M/S Jewala Real Estate Pvt. Ltd.
464, Senapati Bapat Marg, Lower Parel, Mumbai
Textile Mill Compound, Mumbai. 400013.

Sr.
With reference to your application No. EB/1342/GS/A Dated. 28/9/2008 for Development Permission and grant of Commencement Certificate under Section 44 & 69 of the Maharashtra Regional and Town Planning Act, 1966, to carry out development and building permission under Section 346 no 337 (New) dated 26/9/2006 of the Mumbai Municipal Corporation Act 1888 to erect a building in Building development work of on plot No. - C.T.S. No. 464 Division / Village / Town Planning Scheme No. Lower Parel situated at Senapati Bapat Marg Road / Street in G/South Ward

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

1. The land vacated on consequence of the endorsement of the setback line/ road widening line shall form part of the public street.
2. That no new building or part thereof shall be occupied or allowed to be occupied or used or permitted to be used by any person until occupancy permission has been granted.
3. The Commencement Certificate/Development permission shall remain valid for one year commencing from the date of its issue.
4. This permission does not entitle you to develop land which does not vest in you.
5. This Commencement Certificate is renewable every year but such extended period shall be in no case exceed three years provided further that such lapse shall not bar any subsequent application for fresh permission under section 44 of the Maharashtra Regional and Town Planning Act, 1966.
6. This Certificate is liable to be revoked by the Municipal Commissioner for Greater Mumbai if -
 - a. The Development work in respect of which permission is granted under this certificate is not carried out or the use thereof is not in accordance with the sanctioned plans.
 - b. Any of the conditions subject to which the same is granted or any of the restrictions imposed by the Municipal Commissioner for Greater Mumbai is contravened or not complied with.
 - c. The Municipal Commissioner of Greater Mumbai is satisfied that the same is obtained by the applicant through fraud or misrepresentation and the applicant and every person deriving title through or under him in such an event shall be deemed to have carried out the development work in contravention of Section 43 or 46 of the Maharashtra Regional and Town Planning Act, 1966.
7. The conditions of this certificate shall be binding not only on the applicant but on his heirs, executors, assignees, administrators and successors and every person deriving title through or under him.

The Municipal Commissioner has appointed Shri. Exe. Eng. (BP)/City-Special Executive Engineer to exercise his powers and functions of the Planning Authority under Section 45 of the said Act.

EB/1342/GS/A

Further C.C. is now extended up to

Cc to
1 Architect
2 Collector Mumbai Suburban/Mumbai District

| | | |
|------------|------------|--|
| 15/12/2016 | 14/12/2017 | |
| 15/12/2016 | 14/12/2017 | |
| 19/1/2017 | | further C.C. for the construction of staircase lobby/ lift lobby/ lift machine room/ overhead water tank (staircase and lift core with overhead water tank) for wing 1 over 78th floor, wing 2 over 78th floor, wing 3 over 76th floor, wing 4 over 78th floor and wing 5 over 25th floor i.e. for full height of staircase lift core as per last approved plan dated 29.02.2016 |

For use only
Municipal Commissioner
Assistant Engr.
Date 18-04-2017

Cc to
1 Architect
2 Collector Mumbai Suburban/Mumbai District



| | | |
|-----------|------------|---------|
| Issued on | Valid upto | Remarks |
|-----------|------------|---------|

L4
P6

MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII

PART OCCUPANCY CERTIFICATE
[EB/1342/GS/A/OCC/1/New of 13 June 2019]

To,
M/S Jawala Real Estate Pvt. Ltd.
464, Senapati Bapat Marg, Lower Parel, Mumbai Textile Mill Compound, Mumbai. 400013..

Dear Applicant/Owners,

The Part 4 development work of Residential building comprising of Wing-1,2 & 3 for + P3 podium (pt) + P4 podium (pt) + P5 podium (pt) + 43rd to 62nd upper floors. on plot bearing C.S.No./CTS No. 464 of Division Lower Parel at Senapati Bapat Marg is completed under the supervision of Shri. SHASHIKANT LAXMAN JADHAV , Licensed Surveyor , Lic. No. J/167/LS , Shri. Girish Purushotam Dravid , RCC Consultant, Lic. No. STR/D/59 and Shri. Anil Kumar Raman , Site supervisor, Lic.No. R-202/SS-I and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/1342/GS/A-CFO dated 20 April 2019.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

Copy To :

1. Asstt. Commissioner, G/South
 2. A.A. & C. , G/South
 3. EE (V), City
 4. M.I. , G/South
 5. A.E.W.W. , G/South
 6. Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please

Name : Satish Bhaskar Gite
Designation : Executive
Engineer
Organization : Municipal
Corporation of Greater Mumbai
Date : 13-Jun-2019 16: 04:11

Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai
G/South

MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII
PART OCCUPANCY CERTIFICATE
[EB/1342/GS/A/OCC/2/New of 22 July 2019]

To,
M/S Jawala Real Estate Pvt. Ltd.
464, Senapati Bapat Marg, Lower Parel, Mumbai Textile Mill Compound, Mumbai. 400013..

Dear Applicant/Owners,

The **Part 5** development work of **Residential** building comprising of **3rd to 5th podiums(pt) And Wing 1 - 63rd to 66th + 68th to 77th upper floors And wing 2 - 65th to 77th upper floors And wing 3 - 63rd to 66th + 68th to 74th + 76th upper floors** on plot bearing C.S.No./CTS No. **464** of Division **Lower Parel** at **Senapati Bapat Marg** is completed under the supervision of Shri. **SHASHIKANT LAXMAN JADHAV**, Licensed Surveyor, Lic. No. **J/167/LS**, Shri. **Girish Purushotam Dravid**, RCC Consultant, Lic. No. **STR/D/59** and Shri. **Anil Kumar Raman**, Site supervisor, Lic.No. **R-202/SS-I** and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. **EB/1342/GS/A-CFO** dated **18 July 2019**.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

Copy To :

1. Asstt. Commissioner, G/South
 2. A.A. & C. , G/South
 3. EE (V), City
 4. M.I. , G/South
 5. A.E.W.W. , G/South
 6. Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please

Name : Satish Bhaskar Gite
Designation : Executive Engineer
Organization : Municipal Corporation of Greater Mumbai
Date : 22-Jul-2019 16: 00:37

Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai
G/South

MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII
PART OCCUPANCY CERTIFICATE
[EB/1342/GS/A/OCC/5/New of 27 December 2019]

To,
M/s Lodha Developers Ltd.
464, Senapati Bapat Marg, Lower Parel, Mumbai Textile Mill Compound, Mumbai. 400013..

Dear Applicant/Owners,

The Part 8 development work of Residential building comprising of Part Occupation for residential building comprising of P3 podium (pt)+ P4 Podium (pt) + P5 Podium (pt) + Wing-1 for 67th (pt.) & 78th (pt.) upper floors + Wing-2 for 63rd & 64th (pt.) & 78th (pt.) floors + Wing-3 for 67th & 75th (pt.) floors + Wing-4 for 72nd & 73rd (pt.) upper floors. on plot bearing C.S.No./CTS No. 464 of Division Lower Parel at Senapati Bapat Marg is completed under the supervision of Shri. SHASHIKANT LAXMAN JADHAV, Licensed Surveyor, Lic. No. J/167/LS, Shri. Girish Purushotam Dravid, RCC Consultant, Lic. No. STR/D/59 and Shri. SANDEEP T. KAKAD, Site supervisor, Lic.No. K/452/SS-I and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/1342/GS/A-CFO dated 18 July 2019.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

Copy To :

1. Asstt. Commissioner, G/South
 2. A.A. & C. , G/South
 3. EE (V), City
 4. M.I. , G/South
 5. A.E.W.W. , G/South
 6. Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please

Name : JADHAV RAJENDRA
ANANDRAO
Designation : Executive
Engineer
Organization : Municipal
Corporation of Greater Mumbai
Date : 27-Dec-2019 20: 05:58

Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai
G/South

MUNICIPAL CORPORATION OF GREATER MUMBAI
APPENDIX XXII
PART OCCUPANCY CERTIFICATE
[EB/1342/GS/A/OCC/1/New of 20 May 2019]

To,
M/S Jawala Real Estate Pvt. Ltd.
464, Senapati Bapat Marg, Lower Parel, Mumbai Textile Mill Compound, Mumbai. 400013..

Dear Applicant/Owners,

The Part 3 development work of Residential building comprising of Wing 1, Wing 2 & Wing 3 for Basement 4 (pt) + P3 podium (pt) + P4 podium (pt) + P5 podium (pt) + 7th to 42nd upper floors on plot bearing C.S.No./CTS No. 464 of Division Lower Parel at Senapati Bapat Marg is completed under the supervision of Shri. SHASHIKANT LAXMAN JADHAV, Licensed Surveyor, Lic. No. J/167/LS, Shri. Girish Purushotam Dravid, RCC Consultant, Lic. No. STR/D/59 and Shri. Anil Kumar Raman, Site supervisor, Lic.No. R-202/SS-I and as per development completion certificate submitted by architect and as per completion certificate issued by Chief Fire Officer u/no. EB/1342/GS/A-CFO dated 20 April 2019.

It can be occupied with the following condition/s.

- 1) That all the balance conditions of I.O.D / amended plan approval letters shall be complied with before asking further OC.
- 2) That the remaining work shall be carried out as per approved amended plans.
- 3) That all the safety and precautionary measures to safeguard the occupants and neighborhood shall be taken while executing the remaining construction works.

Copy To :

1. Asstt. Commissioner, G/South
 2. A.A. & C., G/South
 3. EE (V), City
 4. M.I., G/South
 5. A.E.W.W., G/South
 6. Architect, SHASHIKANT LAXMAN JADHAV, B-106, NATRAJ BLDG., MULUND (W)
- For information please

Name : Satish Bhaskar Gite
Designation : Executive
Engineer
Organization : Municipal
Corporation of Greater Mumbai
Date : 20-May-2019 16: 41:30

Yours faithfully
Executive Engineer (Building Proposals)
Municipal Corporation of Greater Mumbai
G/South