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दस्तऐनजीना प्रकार: करारनामा

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ऽ) द्रवकाचा प्रकार: By Cash रक्षस: र 2500/-

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(असब्द्रास)

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(८)आकारगी किया जुडी देण्यात असेल

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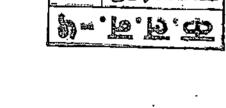
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# Rahul Walker

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## Data of Bank Receipt for GRN MH000994229201819R Bank - IDBI BANK

Bank/Branch

Pmt Txn Id

: 164017183

: 27/04/2018 14:14:28

Simple Receipt

Pmt DtTime ChallanidNo

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District

: 1201 / THANE

GRN Date

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Office Name

: IGR542 / KLN5\_KALYAN 5 JOINT SUB REGISTRAR

StDuty Schm

: 0030046401-75/ Stamp Duty(Bank Portal)

StDuty Amt

: Rs 1,35,000.00/- (Rs One Lakh Thirty Five Thousand Rupees Only )

RgnFee Schm

RgnFee Amt

: Rs 30,000.00/- (Rs Thirty Thousand Rupperotrito be printed and used Only for verification and Used)

Article

: B25

Prop Mybity

.: Immovable

Consideration

Prop Descr

; Flat 901 FAurelia EpicPalava 2 TalojaBypass Road , Dombivli EastThane

: Maharashtra

: 421301

**Duty Payer** ther Party

: PAN-AAECE5655J Palava Dwellers Pvt Ltd

: PAN-ABHPW7086Q Rahul Dattaram Walkar

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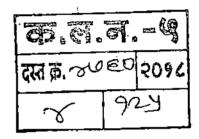
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## AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 05" day of 10, 2018

## BETWEEN:

PALAVA DWELLERS PRIVATE LIMITED, a company incorporated and registered under the Companies Act 1956, having its registered office at 412, Floor- 4, 17G, Vardhaman Chambes Cawasji Patel Road, Horniman Circle, Fort, Mumbai-400001, hereinafter referred a SUBTRECT COMPANY\* (which expression shall, unless it be repugnant to the context or meaning the context of deemed to mean and include its successors and assigns) of the One Part;

## AND

Rahul Dattaram Walkar and Shweta Dattaram Walkar residing / having issue less at 1024, Om-Siddhivinayak CHS, Gundavali Azad Road, Near BMC office, And Fi East, Milmoai 400069 and assessed to income tax under permanent account number (PAN ABHPW70860 ABKPW8918L, hereinafter referred to as the "PURCHASER" (which expression shall, unless the repugnant to the context or meaning thereof, be deemed to mean and include (a) the repugnant to the context or meaning thereof, be deemed to mean and include (a) the repugnant to the context or meaning thereof, be deemed to mean and include (a) the repugnant to the context or meaning thereof, be deemed to mean and include (a) the repugnant to the context or meaning thereof, be deemed to mean and include (a) the repugnant to the context or meaning thereof, be deemed to mean and include (a) the repugnant to the context or meaning thereof, be deemed to mean and include (a) the repugnant to the context or meaning thereof, be deemed to mean and include (a) the repugnant to the context or meaning thereof, be deemed to mean and include (a) the repugnant to the context or meaning thereof, be deemed to mean and include (a) the repugnant to the context or meaning thereof, be deemed to mean and include (a) the repugnant to the context or meaning thereof, be deemed to mean and include (a) the repugnant to the context or meaning thereof, be deemed to mean and include (a) the repugnant to the context or meaning thereof, be deemed to mean and include (a) the repugnant to the context or meaning thereof, be deemed to mean and include (a) the repugnant to the context or meaning thereof, be deemed to mean and include (a) the repugnant to the context or meaning thereof, be deemed to mean and include (a) the repugnant to the repugn

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 hereit) as part of the Project(as defined herein) on the Larger Property (as defined herein).
- 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. <u>DEFINITIONS</u>

- 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, directly guideline, policy, requirement, or other governmental restriction or any simple decision, or determination by, or any interpretation or administration of any of the decision, and Authority whether in effect as on the date of this Agreement or the after and the each case as amended or modified.
- . 1.3. "Approvals" shall mean and include all licenses, permits, approvals, safetions obtained/to be obtained from or granted/ to be granted by the competitive acconnection 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 p
- 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.

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- 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.

.9. "Building Protection Deposit" shall mean the amounts specified in the Annexure 6(Unit

So G Ged Project Delails).

CAM Charges' shall have the meaning ascribed to it in Clause 15.5.

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CAM Sommencement 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 immedia ely succeeding month after the Date of Offer of Possession regardless of whether the Purchaser takes possession of the Unit.

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"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.
- 1.14. '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 chequein 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.

"Common Areas and Amenities" shall mean the common areas and amenities as are available to and for in respect of the Building/ Larger Property, as the case may be and more particularly described at Annexure 7 (Common Areas and Amenities).

"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).

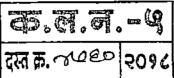
Deformed Tax or "Direct Taxes" shall mean income tax, corporate tax, or similar tax or levy, in the levy and whenever charged, levied or imposed together with any interest and paralties is relation thereto.

"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 apportently 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

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basis) and is subject to tolerance of +/- 3 per cent on account of strictural, 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 Part which raises the dispute in relation to the measurement of EBVT Area.

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- 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 "IndirectTaxes" 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 1<sup>st</sup> day of each quarter (1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July, 1<sup>st</sup> 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 BLAGE.
- 1.32. "Larger Property" means the land with details as described in Annexure Larger Property!. For clarity, there may be other building(s) and/or projects constructed on the Larger Property.
- 1.33. "Liquidated Damages" shall mean an amount equivalent to 10 pe 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 Tarket 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.
- "Purchaser Notice of Termination" shall have the meaning ascribed to it in Clause 11,3,1.b) below.

<del>(อกับกูดู Ai</del>nount" shall mean:

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ase of termination pursuant to Clause11,2,1 and Clause 11,2,2:an amount valent to the Total Consideration or part thereof paid by the Purchaser to the 20 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 chalges (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 zgovernment levy.

"Reimbursements" shall include all expenses directly or indirectly incurred by the Combany 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).

رُورِيَّ الْمُعَامِّدِينَ الْمُعَامِّدِينَ الْمُعَامِّدِينَ الْمُعَامِّدِينَ الْمُعَامِّدِينَ الْمُعَامِّدِينَ \*1,43مِنْ 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

- "Service Providers" shall have the meaning ascribed to it in Clause 15.15 below. 1.44.
- "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 SUB-REG/BOX ling and water proofing. It is further clarified that this shall not include any other non-कार्याण Moad practing elements or defects for reasons not attributable to the Company.

hall mean and include Direct Tax and Indirect Tax.

See shall mean the sale, transfer, assignment, directly or indirectly, to any third party

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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,

 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:
  - 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
  - Any statutory provision of which these statutory provisions are a consolidation, reenactment or modification.

 Words denoting the singular shall include the plural and words denoting any include all genders.

2.3. Headings to Clauses, Sub-Clauses and paragraphs are for information ofly form part of the operative provisions of this Agreement or the schedules ignored in construing the same.

2.4. References to recitals, clauses or schedules are, unless the context of references to recitals, to clauses of or schedules to this Agreement.

 Reference to days, months and years are to Gregorian days, months a 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 a state of the day on which the event happens or a state of the day on which the event happens or a state of the day on which the event happens or a state of the day on which the event happens or a state of the day on which the event happens or a state of the day on which the event happens or a state of the day of

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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.

The Purchaser confirms and warrants that the Liquidated Damages is a genuine/preestimate 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 valves his right to raise any objection to the payment or determination of

amages in the manner and under the circumstances set out herein.

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stated herein are exclusive of Taxes, including but not limited to service tax, value added tax, stamp duty, and all such Taxes, as maybe applicable from shall be borne and paid by the Purchaser separately, immediately upon the emanded by the Company as per Applicable Law.

of any conflict between the provisions of Clause 21 and any other provisions of this Agreement. The provisions of Clause 21 shall prevail.

The recitals above, the schedules and annexures hereto shall form an integral part and 2.13 parcel of this Agreement and shall be read in conjunction with this Agreement.

#### 3. DISCLOSURES AND TITLE

- The Purchaser hereby declares and confirms that prior to the execution of this Agreement: 3.1. (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); b.
  - The drawings, plans and specifications; c.
  - d. Nature and particulars of fixtures, fittings and amenities.

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.

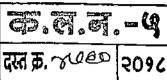
## AGREEMENT TO SELL AND CONSIDERATION

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.

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, GUB-REGIS Grant Thornton in 2017 and as may vary over time) and the Purchaser shall pay such ortionate share, as demanded.

> al Consideration shall be paid by the Purchaser to the Company from time to time anner more particularly described at Annexure 6 (Unit and Project Details), time the essence. The Purchaser shall be responsible for ensuring that payment of ellment 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 received for the same by the Company in its account.

- The Purchaser acknowledges that he has chosen the 'Construction' 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
  - Shall observe all the covenants, obligations and restrictions stated in this .b. 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; b.
  - 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 Unit or under the Agreement.

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

In case of the dishonor of any cheque, the Cheque Bouncing Charges v 4.7. the Party which issued the cheque in question.

The Parties agree that, in addition to the interest, in case of every instance 4.8. ਮੈਂ dela**ਰਿਗ**ਹਾਂ payment, either Party shall be entitled to recover from the other Party responsible and the part 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 2017 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 andor, plans and amendments thereto as approved by the relevant Authorities.

- 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

offected by the competent Authorities. This may include any change wherein the Company, the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible or any other property at any time prior to conveyance of the Larger Property to the Docation of the Larger Property to the Docation of the Unit (with respect to its provided such changes shall not result in change in location of the Unit (with respect to its height above ground) or result on 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 allot/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.

## LOANS AGAINST THE UNIT

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 anymortgage 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.

7.2. 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 parties of which the Purchaser has no objection and hereby waives his right to raise any objection in that regard.

The Euchaser 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 sen present it 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 relev<mark>ent banks/financial</mark> institutions which have advanced the Loan. The Company shall not be lable @tank 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 licur 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

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

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 not be responsible or liable for any delay or default in such registration. Service and Michigan

#### 10. **POSSESSION**

Subject to the Purchaser not being in breach of any of the terms hereof having paid all the dues and amounts hereunder including the Total Curls deration Company shall endeavor to provide the Unif to the Purchaser on or beginning esting DOP set out at Annexure 6 (Unit and Project Details) with an additional grace period of A (eighteen) months and any further extension as may be applicable pursul ກໍ່ໄ to Clauseປັນເຂົາທີ (cumulatively referred to as the Extended DOP i.e. estimated DOP as set out at Anne 6 (Unit and Project Details) + additional grace period of 18 (eighteen) months of extension as may be applicable pursuant to Clause 10.4).

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.

Notwithstanding the aforesaid, it shall be deemed that the Purchaser has taken possession of the Unit on the expiry of the 2 months from the date of the Possession Demand Letter and the Purchaser shall alone be responsible/flable in respect any loss or damage that may be caused to the Unit after this date.

10.3. The Company shall obtain occupation certificate for the Unit (OC) (which shall also be deemed to be the Completion Certificate, if required, under Applicable Law) at any time prior to the Extended DOP. The OC may be for part or whole of the Building. Further, the Company shall endeavor to make available the key Common Areas and Amenities in respect time Building within a period of 1 (one) year from the Extended DOP.

Notwithstanding any other provision of this Agreement, the Company shall, without being liable to the Purchaser in any way including in respect of payment of Interest, be entitled to reasonable exension of time for making available the Unit for possession or completion of said Building of the same is delayed for reasons beyond the control of the Company including on account of any of the following:

Any event of Force Majeure;

b. Riots / other civil disturbances:

c. Any notice, order, rule or notification of the Central or relevant State Government and/or any other public or competent Authority or of the court which affects the Building in which the Unit is located.

For the purposes of this Clause 10.4, a reasonable extension of time will, at the least, be equivalent to the aggregate of the period of the subsistence of an event or events stipulated in this Clause 10.4 and a 3 (three) month recommencement period.

## 11. TERMINATION

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11.1. This Agreement is not terminable under any circumstances, save and except the specific circumstances stated below. Both Parties have entered into this Agreement, knowing fully well that the Total Consideration of the Unit may change (increase or decrease) in accordance with the provisions of this Agreement and both Parties confirm that they shall not seek to terminate this Agreement, under any pretext or guise, in order to benefit from and, or, escape from the impact of such change the Total Consideration.

## Company's Right to Terminate

Company shall have right to terminate this Agreement only in the following circumstances:

Non-Payment: If the Purchaser is in default of any of his obligations under this Agreement, including (but not limited to) making payment of all due amounts as per Schedule of Payment set out at Annexure 6 (Unit and Project Details) (and Interest thereon, if any) within 14 (fourteen) days of the date of the demand letter, the Purchaser shall be deemed to be in default. In the event of such default, the Company shall issue to the Purchaser notice of such default and the Purchaser shall be provided with a further period of 14 (fourteen) days from the date of such notice to cure the said default. In the event that the Purchaser fails to cure such default within 14 (fourteen) days from the date of notice of such default (or such default is not capable of being rectified), the Company shall have the option to terminate this Agreement by sending a notice of termination by registered AD/ speed post (Company Notice of Termination).

11.2.2. Attempt to Defame: The Purchaser agrees not to do or omit to do or cause to be done by any party known to him any act, deed or thing or behave inappropriately or correspond or communicate in a manner that would in any manner affect or prejudice or defame the Building / Project / Larger Property or the Company or its representatives. In the event the Purchaser does or omits to do any such act, deed or thing then the Company shall, without a project is any other rights or remedies available in law, have the option to the terminate this officement sending the Company Notice of Termination.

Tropied Stoppage in Construction: In the event the construction of the wing or floor of the Bullsing in which the Unit is located has been stopped for a period of more than 1 (one)

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year due to Applicable Law, the Company shall have the option 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. <u>Delay in possession beyond Extended DOP</u>: Subject to the Purchaser having paid all the amounts due and payable hereunder as per the timelines stated in <u>Annexure 6(Unit and Project Details)</u>, 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.

## 12. <u>DEFECT LIABILITY</u>

12.1. If, during a period of 60 (sixty) months from the Date of Offer of Possession, he Barchase brings to the notice of the Company any Structural Defect in the Unit or in his material used therein (excluding wear and tear and misuse), wherever possible out 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 Projector and Architect of the Company. Notwithstanding anything stated in this Clause 12 or elsentess. The 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 apayable 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

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raise any objection or make any claims with regard to such adjustment / set off and the claims, if any, of the Purchaser, in that regard, shall be deemed to have been waived.

#### 14. **ULTIMATE ORGANISATION**

The Purchaser along with other purchasers of units in the Building shall join in forming and registering the Ultimate Organisation in respect of the Building. The Ultimate Organisation shall be known by such name as the Company may in its sole discretion decide for this purpose. The Purchaser and other unit holders in the Bullding shall, from time to time, duly

ill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Ultimate Organisation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to O register the Utimate Organisation.

Where the Project consists of more than one building, separate ultimate Organisations may formed in respect of each building. The Company will apply for the registration of the Eegeration consisting of all such ultimate organisations after the occupancy certificate has been received for all buildings which form part of the Project. The Purchaser and other members or the Uttimate Organisation(s) shall from time to time, duly fill in, sign and execute the application for registration and other papers and documents necessary for the formation and registration of Federation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Federation.

- 14,3. Within 18 months from the date of occupation certificate in respect of the Building, the Company shall execute a Deed of Conveyance in favour of the Ultimate Organisation (Building Conveyance) in respect of the structure of the Building along with the FSI consumed in the Building subject to the right of the Company(i) to dispose of unsold units, if any and receive the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or angoing development or otherwise.
- Within 18 months from the receipt of the occupation certificate for the last building within the Larger Property, the Company shall execute a Deed of Conveyance in favour of the Federation (Federation Conveyance) in respect of all of the Company's right, title and interest in the Larger Property subject to and excluding the Building Conveyance and also subject to (i) the right of the Company (i) to dispose of unsold units, if any; and receive of the entire consideration amount and outstanding dues from the purchasers; and (ii) to consume the entire balance FSI, balance TDR and any additional future increase in FSI and TDR, additional FSI due to change in law or policies of any Authority on the Project / Larger Property; and (iii) to use all internal roads and all the facilities, amenities and services for such future and/or ongoing development or otherwise.

The Purchaser hereby agrees and undertakes that the Purchaser along with other unit holders in the Ultimate Organisation/ Federation shall be liable to pay all out of pocket expenses including stamp duty, registration charges, legal fees and all other applicable levies and Taxes, administrative expenses on the Building Conveyance and Federation Conveyance or any kind of document whereby ownership rights of the Building/ Larger Property are transferred to the Ultimate Organisation/Federation.

It is further clarified that save and except the rights agreed to be conferred upon the Purchaser and/or the Ultimate Organisation and/or the Federation, no other rights are contemplated or intended or agreed to be conferred upon the Purchaser or the Ultimate Organisation or the Federation, in respect of the Unit/ Building/ Larger Property and In this SUB-REGIS egard the Purchaser for himself and the Ultimate Organisation/Federation, waives all his and claims and undertakes not to claim and cause the Ultimate sation/Federation not to claim any such right in respect of the Building/ Larger

> mpany hereby agrees that it shall, before execution of Building Conveyance/ ∰ion Conveyance as contemplated herein, make full and true disclosure of the

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nature of its title to the Larger Property as well as encumbrances and/or claims, if any in/over the Larger Property. The Company shall, as far as practicable ensure that a the time of such conveyance in favour of the Ultimate Organisation/Federation Property is free from encumbrances.

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#### 15. FACILITY MANAGEMENT COMPANY, CAM CHARGES, MAINTENANCE RELATED AMOUNTS AND CLUB

- The Purchaser is aware and agrees that the Building and maintenance and upkeep of the Common Areas and Amenities of the Building/ Project shall be managed by a facility management company (FMC). The FMC will be appointed by the Company for a period of upto 60 (sixty) months commencing from the date on which the last unit in the Building is offered for possession in consideration of reimbursement of all direct costs (including all manpower and overhead costs) incurred along with a margin of 20 per cent margin on such costs and all applicable Taxes. The Purchaser along with the other purchasers in the Building shall undertake and cause the Ultimate Organisation to ratify the appointment of the FMC as aforesaid. On the expiry of the 60 (sixty) month period, the Ultimate Organisation / Federation may appoint the FMC for a further term or choose to appoint any other facility management company,
- The FMC shall be entitled to end its services by giving an advance written notice of 6 (six) months to the Ultimate Organisation in the event:
  - the period of FMC's appointment has not been renewed at least 6 (six) months before expiry thereof; or
  - b. the BCAM Charges and FCAM charges as applicable, have not been paid by 100 per cent of the unit purchasers at the due date (with a grace period of 30 days).
- Notwithstanding anything stated elsewhere in this Agreement, the Ultimate Organisation shall also be entitled to end the services of the FMC with advance written notice of 6 (six) months if such termination has the written consent of 100 per cent of the unit purchasers of the Building.
- The Purchaser agrees and undertakes to cause the Ultimate Organisation to be bound by the rules and regulations that may be framed by the FMC.

## CAM Charges and Maintenance Related Amounts

- 15.5. The costs related to the upkeep and maintenance of the Building / Project / Larger Property shall be to the account of and jointly borne by the relevant unit purchasers proportionate to the Net Area of each unit and are payable as the BCAM Charges and FCAM Charges (collectively, the CAM Charges) as set out at Annexure 6 (Unit and Project Details) and Project Details (collectively, the CAM Charges) as set out at Annexure 6 (Unit and Project Details) CAM charges shall not include: (i) the cost associated with diesel (or any other formation consumption, water consumption and electricity/HVAC consumption within the cost associated with diesel (or any other formation). shall be payable by the Purchaser on monthly basis based on actuals afficial Taxes.
- The Purchaser shall be obliged to pay the same in advance on/before the quarter. The FMC shall provide reconciliation of the expenses towards on/before 30th June after the end of the relevant financial year and the Parties covenant that any credit/debit thereto shall be settled on/before 30th August.
- For the purposes of avoidance of doubt, it is clarified that the CAM Charge commence from the CAM Commencement Date, regardless of whether the Purchaser takes such possession or not.
- The Purchaser is aware that the CAM charges stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The said amount is subject to inflation increases as per market factors (currently estimated @ 7.5 to 10 per. cent per annum). Further, these charges are subject to the revision every 12 months afterthe Date of Offer of Possession by 7.5 to 10 per cent per annum, in case the increase is to



be higher than this amount, the same will have to be mutually agreed between the Purchaser and the FMC.

The Purchaser undertakes to make payment of the estimated BCAM charges and FCAM 15.9. charges for the period stated in In Annexure 6 (Unit and Project Details) from the CAM Commencement Date on or before the Date of Offer of Possession.

15.10. Where units in the Building remain unsold after the expiry of 6 months from the date of the OC, the CAM Charges payable in respect of such units after the expiry of the aforementioned 6 months period shall be borne and paid by the Company.

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All the Charlese Related Amounts stated in Annexure 6 (Unit and Project Details) are computed by payable by the Purchaser in the future upon demand being raised by the Company/Uttmate Organisation, regardless of whether the Purchaser uses some of the field of the Any delay or default in payment of the amounts under this Clause 15.5 shall constitute a breach of the terms of this Agreement and shall lead to suspension of faccess to the Club and all other facilities provided by the Company/Ultimate Organisation till such time all due amounts are paid together with interest for the period of delay in

The Company shall provide expense details only in connection of Maintenance Related Amounts (excluding Building Protection Deposit) at the time of handover of the affairs of the Building to the Ultimate Organisation and shall not provide expense details for any other head.

## Club and Other Key Common Areas

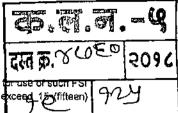
15.13. The number of members of the Purchaser who are permitted to use the Club and/ or other common areas of recreational / food & beverage / commercial use is set out at Annexure 6 (Unit and Project Details). For any additional memberships, the same shall be permitted only if they are full-time members of the Unit and on payment of fees as may be decided by the FMC from time to time, Similarly, the guests of the Purchaser may be permitted to use the Club subject to the rules and regulations of the FMC and payment of guest charges, if any as determined by the FMC. The terms and conditions with respect to the operation of the Club and membership of the Club will be subject to the terms and conditions/rules as may be framed and/or charges that may be levied by the FMC from time to time and the Purchaser confirms and agrees to be bound by and abide by the terms and conditions and 'undertakes not to raise any objections in this regard.

The right to use the facilities at the Club shall be personal to the Purchaser of the Unit in the Building and shall not be transferable in any manner to any third person or party whatsoever, save and except to the transferee of the Unit upon the sale / Transfer of the Unit by the Purchaser, in the event, the Unit in the Building is sold/ transferred by the Purchaser, then the Purchaser along with his family members being the associate members of the Club, shall cease to be members of the Club, as the case may be and in turn, the membership (and all rights and obligations thereto) shall be transferred to the transferee/ new owners of the Unit, upon them making application for the same and agreeing to abide by the terms, rules and regulations of the Club and/ or the FMC. It is, however, clarified that the Company/FMC shall be entitled to grant membership rights to such other person(s) as they may deem fit and the Purchaser shall not be entitled to object to the same.

15.15. The Purchaser is aware that the Company seeks to provide a superior quality of services and facilities for its residents and for such purpose, the Company has/shall enter into agreements with various third parties/operators (Service Providers) in relation to the operation of certain facilities/amenities which are located in constructed spaces that have ot been counted in FSI (FSI Free Constructed Spaces) by the concerned authorities on count of such spaces so as to facilitate the recreation/comfort of the purchasers. The s of such arrangements shall be binding on the Purchaser and the Ultimate nisation, subject to the following restrictions:

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 Such FSI Free Constructed Spaces cannot be sold. The tenure if Free Constructed Spaces by the Service Providers shall not e years.

- b. Upon formation of the Ultimate Organisation, the Ultimate Organisation shall have ownership of such FSI Free Constructed Spaces, subject to the other terms and conditions of the arrangements with the Service Providers.
- c. Any external members of such facility shall abide by the security, dress and behavioral guidelines that would apply to the residents of the Building.
- 15.16. The Purchaser Is aware that the Company Is not in the business of or providing services proposed to be provided by the Service Providers/FMC or through the Service Providers/FMC. The Company does not warrant or guarantee the use, performance or otherwise of these services provided by the respective Service Providers/FMC. The Parties hereto agree that the Company is not and shall not be responsible or liable in connection with any defect or the performance/non-performance or otherwise of these services provided by the respective Service Providers/FMC.

# 16. PROPERTY TAXES AND LAND UNDER CONSTRUCTION REIMBURSEMENT CHARGES

- 16.1. Property Tax, as determined from time to time, shall be borne and paid by the Purchaser on and from the CAM Commencement Date, separately from any of other consideration / levy / charge/ CAM Charges, etc. The said amount shall be paid by the Purchaser on or before 30<sup>th</sup> April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15<sup>th</sup> April of the relevant financial year.
- 16.2. The Purchaser undertakes to make payment of the estimated Property Tax for the period stated in in Annexure 6 (Unit and Project Details) simultaneously with the CAM Charges becoming payable as per the terms stated herein.
- 16.3. In the event of a shortfall between the amount deposited with the Company by the purchasers towards Property Tax and the demand raised by the authorities (Shortfall Amount), the Company shall inform the purchasers of such shortfall and the purchasers shall be liable to ensure that the same is paid to the Company within 15 (fifteen) days of receipt of Intimation from the Company, failing which the Purchaser shall be liable to pay Interest as levied by the concerned Authorities together with late payment charge amounting to 5 per cent of the Shortfall Amount or such part of the Shortfall Amount remaining unpaid. The Company shall not be responsible for any penalty/delay/action of account of such Shortfall Amount and the same shall entirely be to the account of the Shortfall Amount and the same shall entirely be to the account of the Shortfall Amount and the same shall entirely be to the account of the Shortfall Amount and the same shall entirely be to the account of the Shortfall Amount and the same shall entirely be to the account of the Shortfall Amount and the same shall entirely be to the account of the Shortfall Amount and the same shall entirely be to the account of the Shortfall Amount and the same shall entirely be to the account of the Shortfall Amount and the same shall entirely be to the account of the Shortfall Amount and the same shall entirely be to the account of the Shortfall Amount and the same shall entirely be to the account of the Shortfall Amount and the same shall entirely be to the account of the Shortfall Amount and the same shall entirely be to the account of the Shortfall Amount and the same shall entirely be to the account of the Shortfall Amount and the same shall be sha
- 16.4. In case there is any surplus amount collected vis-à-vis the demand rated by Authorities, the same shall be handed over to the Ultimate Organisation by time handover of the affairs of the Ultimate Organisation to the purchasers.
- 16.5. If the Property Tax demand comes directly in the name of the Purchaser, the amount paid by the Purchaser to the Company towards Property Tax shall be refunded to the Purchaser within 15 (fifteen) days of the Company being informed by the Purchaser that such the main has been raised.
- 16.6. The Property Tax for any unsold units in the Building after the formation of the Ultimate Organization, shall be payable by the Company as charged by the competent Authorities, till such unsold units are sold.
- 16.7. The Purchaser undertakes to pay to the Company, on or before the Date of Offer of Possession, the LUC for the period of start of construction till the Date of Offer of Possession as specified at Annexure 6 (Unit and Project Details). The Purchaser is aware that the LUC stated herein is provisional and in case the amount is higher than this amount, the Purchaser shall pay such increased amount as specified by the Company:

17. <u>BUILDING PROTECTION DEPOSIT</u>

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- 17.1. The Purchaser shall, on or before the Date of Offer of Possession, pay to the Company, the Building Protection Deposit set out in Annexure 6 (Unit and Project Details) hereto.
- 17.2. The Building Protection Deposit shall be returned to the Purchaser after completion of fitout / interior work by the Purchaser and subject to the possession policy and permissible changes policy of the Company.
- 17.3. The Purchaser hereto agrees and acknowledges that, in order to claim the return of the said Building Protection Deposit, the Purchaser shall notify the Company about completion of all tirguit or interior works in the Unit. On receiving this notification, the Company replects drives/ nominees shall inspect the Unit, its immediate vicinity and attached common Areas and Amenities like lift lobbles, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Purchaser are in adherence of permissible changes policy then the Building Protection Deposit shall be returned.

If the event any violations are observed by the Company's representatives/ nominees then a same shall be intimated to the Purchaser and the Purchaser shall get the same rectified within 15 (fifteen) days from the date of the said intimation at his cost and risk. In the event the Purchaser fails to do the same, then the Company shall get the same rectified at cost and risk of the Purchaser. The Purchaser shall be solely responsible for all costs incurred in this regard, which shall be recovered from the Building Protection Deposit.

17.5. The Company /FMC shall be entitled to date the said cheque and deposit the same for recovery of the amount the Purchaser shall ensure that sufficient balance is maintained in the account and shall not close the said bank account or issue any instructions for stop payment, etc. The Purchaser hereto provides unconditional and irrevocable consent to the Company to insert date on the cheque, as per its sole discretion and the Purchaser has no objection to the same and waives all his rights to raise any objection in future. Further, in case any excess amounts are to be recovered from the Purchaser, the Company /FMC shall raise bills/invoices on the Purchaser and the Purchaser undertakes to pay the same within 15 (fifteen) days from the date of such invoice. In case the Purchaser refrains from paying the additional amount, the same shall be adjusted from the CAM charges duly paid by the Purchaser and shall be reflected as arrears and shall be claimed from the Purchaser by the Ultimate Organisation, at the time same is formed.

## INDIRECT TAXES AND LEVIES

The Purchaser agrees that all levies, charges, cess, Indirect Taxes, assignments of any inature whatsoever (present or future)in respect of the Unit or otherwise shall be solely and exclusively bome and paid by the Purchaser. All Direct Taxes in respect of profit (if any) eather from the development and sale to the Purchaser of the Unit shall be bome by Company.

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টান্তালী শ্ৰেমা Texo The Purchaser agrees to pay to the Company, Interest (as defined at Clause 1.31) on all the amounts including the Total Consideration or any part thereof payable by the Purchaser to the Company under the terms of this Agreement from the date the said amount becoming due and payable by the Purchaser to the Company i.e. 14 (fourteen) days from the date the Company raises demand for the payment of such instalment, till the date of realization of such payment. The Purchaser confirms that the payment of Interest by the Purchaser shall be without prejudice to the other rights and remedies of the Company and shall not constitute a waiver of the same by the Company, unless specifically provided by the Company in writing.

## **PURCHASER'S COVENANTS**

pe Purchaser, for himself and with the intention to bring all persons into whosoever hands a unit may come, hereby covenants and undertakes:

To maintain the Unit at the Purchaser's own cost in good tenantable repair and proper condition from the Date of Offer of Possession and shall not do or suffer to be done anything in or to the Building against the rules, regulations or bye-laws of

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the Ultimate Organisation / Federation or concerned local or any other Authority or change / alter or make addition in or to the Unit or the Building or any partitioner and shall:

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- (i) Not carry out any additions or alterations in the Unit and, or, Building which affect the structure, façade and/or services of the units/wing (including but not limited to not making any change or to alter the windows and/or grills provided by the Company);
- (ii) Not make any changes to the common area/lobby and structural changes in the Building;
- (iii) Not relocate brick walls onto any location which does not have a beam to support the brick wall;
- (iv) Not change the location of the plumbing or electrical lines (except internal extensions);
- (v) Not change the location of the wet/waterproofed areas:
- (vi) Not make any alteration in the elevation and outside color scheme of the Building;
- (vii) Not chisel or in any other manner damage or cause damage to columns, beams, walls, slabs or RCC, Pardis or other structural elements in the Unit without the prior written permission of the Company and/or the Ultimate Organisation:
- (viii) Not to put any wire, pipe, grill, plant, outside the windows of the Unit to inter alia dry any clothes or put any articles outside the Unit or the windows of the Unit or any storage in any area which is visible from the external facade of the Building, save and except the utility area (if applicable); and
- (ix) Keep the sewers, drains pipes in the Unit and appurtenant thereto in good tenantable repair and condition, and in particular so as to support shelter and protect the other parts of the Building.
- b. The Purchaser agrees to comply with the possession policy and the permissible changes policy of the Company as amended from time to time.
- The Purchaser shall ensure and cause the Ultimate Organisation to ensure that the Building is painted once every 5 years from the Date of Offer of Possessan Alberta kept in good and proper condition.
- d. The Purchaser shall not store any goods which are of hazardous, consulting on dangerous nature in the Unit, other than cooking gas, which nay dening a construction or structure of the Building or the storage of which subjected to the concerned local or other Authority or the Ultimate Organisation (Editation:
- the Purchaser shall not carry or cause to be carried heavy packages of upper states of the Building including entrances of the Building in account of negligence or default of the Purchaser in this behalf, the Purchaser shall be liable for the consequences of such breach.
- f. The Purchaser agrees and undertakes to cause the Ultimate Organisation to ratify and confirm that the name of the Building and/or Ultimate Organisation shall not be changed without the prior written consent of the Company.
- g. The Purchaser shall not allow the Unit to be used for user different from the nature of the user that it is intended for use by the Company i.e. residential units shall be 重点 used for residential use only, office units for office use only, retail units for retail user [[]].

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only etc. No residential unit shall be used for commercial use or use as guest house by whatsoever name.

The Purchaser shall use the Car Parking Space only for purpose of parking the h Purchaseds own vehicles.

ate of Offer of Possession.

The Purchaser shall ensure that the key common areas of the Building viz. entrance lobby, garden & play areas, temple (if applicable) are maintained to the highest standards with regular cleaning and maintenance. The Purchaser shall ensure that refurnishing / major overhaul is done every 5 years, starting

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put any claim in respect of the restricted amenities including open spaces, And an article of the service of the the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the Building shall be allocated for exclusive use of certain users/residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.

To pay to the Company within 7 (seven) days of demand by the Company its k. share of security deposit demanded by concerned local authority or government for giving water, electricity or any other service connection to the Building in which the Unit is situated.

To pay to the Company within 7 (sevien) days of demand by the Company, his I. share of HVAC and diesel consumption charges in the Unit which will be calculated on a no-rata basis.

To clear and pay increase in Taxes, development charges, water charges, m. insurance and such other fees, levies, it any, which are imposed by any Authority, on account of change of user of the Unit by the Purchaser viz, user for any purposes other than for residential or otherwise.

in the event the electric meter of the Unit has not been installed by the Date of Offer of Possession, the Company shall be obliged to provide power supply to the Unit. The power supply will be in line with the supply generally provided by the electricity distribution company in that area with regard to the duration and voltage. The Purchaser shall pay a fixed monthly sum as set out at Annexure 6 (Unit and Project Details) as provisional electricity charges to the Company for providing this supply. The Purchaser undertakes to make payment in advance of the provisional electricity charges for the first 4 (four) months from the Date of Offer of Possession. in the event the electric meter of the Unit is not installed within the aforesaid period of 4 months, then the Purchaser undertakes to pay the provisional electricity charges till Installation of the electric meter for the Unit.

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

The Purchaser agrees and acknowledges that the sample unit constructed by the Company and all furniture's, items, electronic goods, amenities etc. provided thereon are only for the purpose of show casing the unit and the Company is not

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liable/required to provide any furniture, items, electronic good, amerities, displayed in the sample unit, other than as expressly agreed by the compar under this Agreement

The Purchaser confirms that this Agreement is the binding arrangement between the Parties and overrides any other written and, or, oral understanding, including but not limited to the application form, allotment letter, brochure or electronic communication of any form.

- Until a Building Conveyance/Federation Conveyance in favour of the Ultimate Organisation/Federation is executed and the entire Project is declared by the Company as completed, the Purchaser shall permit the Company and their surveyors and agents, with or without workmen and others, at all reasonable times: to enter into and upon the Unit / Building/ Project / Larger Property and for, any part thereof to view and examine the state and condition thereof. ------
- The Purchaser agrees and undertakes to not, in any manner, impede and to prevent, to the best of his ability, all other purchasers of units in the Building and or, Project from impeding, the ability of the Company or its representatives to enter into the Building and, or, the Project and, or, the Larger Property (or any part thereof) for the purposes of showing any unsold units to prospective purchasers or brokers and, or, showing the Building / Project to investors or other 3rd parties and, or, in general for any marketing, promotional, photographic or other legitimate purpose of the Company. In case the Purchaser, directly or Indirectly, breaches this undertaking, he shall be liable to pay to the Company an amount equal to 0.5 per cent of the Total Consideration of the Unit for every day that any such breach continues within 15 days from the receipt of a written notice from the Company in this regard and the Company shall have a lien over the Unit for such amount till the payment in full.
- t. The Purchaser agrees and acknowledges (and the Purchaser shall cause the Ultimate Organisation to agree and ratify) that the Company shall have the unconditional and irrevocable right to sell, transfer, lease, encumber and/or create any right, title or interest in the unsold units without any consent/no-objection of any nature whatsoever in this regard from and payment of any transfer fees to the Ultimate Organisation and such purchaser of such unsold unit/s shall deemed to be a member of the Ultimate Organisation. Where consents and, or, permissions may be required from the Ultimate Organisation pursuant to Applicable Law (illustratively, for electricity), the Purchaser shall cause the Ultimate Organia issue such consents and, or, permissions forthwith on request.
- The Purchaser agrees and acknowledges that it shall fortig purchasers of units in the Building / Project and shall fortill will certificates and other necessary documents in favour of such har her vering raising any dispute or objection to the same, and without charg gature in rest them any fees, donation or any other amount of whatsoever thereof. Further, it is hereby agreed that the purchaser/lessees/d ccupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and povileges with respect to the use of the Common Areas and Amenities and facilities at any other member of the Ultimate Organisation/Federation. In the violation or breach of the covenants at Sub-Clause 20(t) and (u), the Purchaser will be liable to pay an amount equivalent to 1 per cent of the Total Consideration of the Unit being sold for each month of delay caused.
- The Purchaser hereto agrees and acknowledges that at the time of handover of the Ultimate Organisation, the Company shall earmark certain parking spaces for use by such unsold units and the Purchaser hereby agrees and shall cause the Ultimate Organisation to ensure that these car parking spaces are kept available for use by the purchasers/occupants of the unsold units,

The Purchaser is aware that in order to ensure safety of the workmen and the Purchaser, the Purchaser shall not be allowed to visit the site during the time that the Building is under construction. The Company shall provide photographic updates of the construction progress (quarterly or half-yearly basis). The Purchaser shall be given the opportunity for inspecting the Unit only after making payment of the Total Consideration.

Upon and after handover of the management of the Building to the Ultimate Organisation, the Ultimate Organisation (and its members) will be responsible for facilin ent of all obligations and responsibilities in relation to approvals / permissions as may be required by the concerned Authorities from time to time.

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

The Purchaser is aware that various purchasers have chosen to buy unit(s) in the development with the assurance that the conduct of all users of the development shall be appropriate and in line with high standards of social behavior. Similarly, the Company has agreed to sell this Unit to the Purchaser on the premise that the Purchaser shall conduct himself in a reasonable manner and shall not cause any damage to the reputation of or bring disrepute to or cause nuisance to any of the other purchasers in the project and/or the Company and/or the development. Any Purchaser who indulges in any action which does not meet such standards shall be construed to be in default of his obligations under this Agreement.

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

## 21. SPECIAL CONDITIONS

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্রিতার এতা মদসমূহ The Parties agree to adhere to the conditions set out in Annexure 9 (Special Conditions) and agree that these conditions shall prevail over any other conflicting provision of this accument.

## RECELLANEOUS

g contained in this Agreement is intended to be or shall be construed as a grant, or assignment in law of the Building, Project or Larger Property or any part thereof.

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22.2. All notices to be served on the Company and/or the Purchaser shall be deered to have been duly served if sent by Registered Post A.D. / Under Certification of Posting / standard mail or courier at the address set out at Annexure 6 (Unit and Project Details). Electronic communication (eg. Email) shall not be deemed to be valid form of communication, save and except in case of intimation of demand for payment installment being due and receipt for payment thereto.

22.3. The Parties agree that unless a Party informs the other Party in writing about a change in address/email ID, the address/email ID available at the time of this Agreement shall be deemed to be the valid address/email ID for all communication.

22.4. Any correspondence from the Purchaser should carry the customer ID quoted in Annexure 6 (*Unit and Project Details*) hereto in the subject line in following manner \*CI: xxxxxx\*. Any correspondence not mentioning the customer ID shall be deemed to be non-est/notifiand void.

## 23. <u>DISPUTE RESOLUTION AND GOVERNING LAW</u>

- 23.1. If any dispute or difference arises between the Parties at any time relating to the construction or interpretation of this Agreement or any term or provision hereof or the respective rights, duties or liabilities of either Party hereunder, then the aggrieved Party shall notify the other Party in writing thereof, and the Parties shall endeavor to resolve the same by mutual discussions and Agreement.
- 23.2. If the dispute or difference cannot be resolved within a period of 7 (seven) days, from the notice by the aggrieved Party under Sub-Clause 23.1 above, then the dispute shall be referred to arbitration to be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any other statutory modifications or replacement thereof. All arbitration proceedings will be in the English language and the venue and seat of the arbitration will be Mumbai. The arbitration shall be conducted by a sole arbitrator who shall be appointed by the Company (Arbitrator).
- 23.3. The decision of the Arbitrator shall be in writing and shall be final and binding on the Parties. The arbitral award may include costs, including reasonable attorney fees and disbursements. Judgment upon the award may be entered by the Courts in Mumbal.
- 23.4. This Agreement and rights and obligations of the Parties shall remain in full force and effect pending the Award in any arbitration proceeding hereunder.
- 23.5. This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts at Mumbai alone shall have exclusive jurisdiction over all matters arising out of or relating to this Agreement.

## 24. SEVERABILITY

24.1. If at any time, any provision of this Agreement is or becomes unenforceable in any respect under Applicable Law that shall not a legality, validity or enforceability of any other provision of this Agreement shall survive.

4.2. The Parties shall negotiate in good faith to replace such unenforceable provisions to ask give effect nearest the provision being replaced, and that preserves the Party's comferences interests under this Agreement.

## 25. WAIVER

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

26. ENTIRE AGREEMENT

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

he Parties be eto agree that all the information, documents etc. exchanged to date and which may be exchanged including the contents of this Agreement and any documents exchanged including the contents of this Agreement and any documents executed in persuance thereof (Confidential Information) is confidential and proprietary and shar not be disclosed, reproduced, copied, disclosed to any third party without the prior written consent of the other Party. The confidentiality obligations under this Clause and shall always be in full force and effect.

- 27.2. Either Party shall not make any public announcement regarding this Agreement without prior consent of the other Party.
- 27.3. Nothing contained hereinabove shall apply to any disclosure of Confidential Information if:
  - such disclosure is required by law or requested by any statutory or regulatory or judicial/quasi-judicial authority or recognized self-regulating Organisation or other recognized investment exchange having jurisdiction over the Parties; or
  - b. such disclosure is required in connection with any litigation; or
  - such information has entered the public domain other than by a breach of the Agreement.



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

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## SIGNED AND DELIVERED

By the Company within named

## PALAVA DWELLERS PRIVATE LIMITED

through the hands of Constituted Attorney

## Mr. Maninder Chhabra

authorised vide Power of Attorney

dated \_\_\_\_\_

In the presence of:

1.

## SIGNED AND DELIVERED

By the within named Purchaser

Rahul Dattaram Walkar

## Shweta Dattaram Walkar

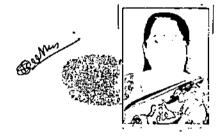
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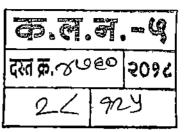


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## Annexure 1

(Description of Larger Property)



All that pieces and parcels of land together with the buildings/structures standing thereon situate, lying and being at village Khoni, Taluka Kalyan, District Thane and more particularly described in the Report on Title annexed hereto at Annexure 3 (Report on Title).



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## Annexure 2

(Chain of Title)

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- The landholders mentioned in Column "A" of the Schedule (Schedule) of the Report on Title annexed hereto at Annexure 3 (Report on Title) have executed and registered various Agreements for sale, Development Agreements, Conveyance Deeds, Powers of Attorney as shown in Column "E" of the Schedule whereby the respective landowners have agreed to sell or have granted development rights as also have sold and conveyed in favour of the Company herein, all their respective right, title and interest in the lands described in columns "B", "C" and "D" of the Schedule and comprised in the Larger Property.
- By virtue of the various documents described in Column "E" of the Schedule, the Company is entitled to the Larger Property as absolute owners thereof.



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Pradip Garach

## CORRIORADUM

Palava Owellers Private Limited

Re: Preperty comprised in land bearing various Survey numbers, Hissa numbers and bying being and situated at Village Khoni and Antarii, Tatuko Kalyan, District Thans.

- This has reference to my Report on Title dated 15th November 2016, and Supplemental Report on Title dated 31st May 2017 and Supplemental Report on Title/Addondum dated 14th August 2017 wherein it is later size cruffeld that Pelava Dwelters Private Limited is emitted to the Largor Land and said additions lead as Owner thereof and Sarworn Buildtoch Private Limited are entitled to early our development of the sem
- to the Supplemental Report on Title/Addendum dated 14.08.2017, but the Supplemental Report on Title/Addendum dated 14.08.2017, braidwritently, the reference of First Supplemental Report on Title dated 31st May 2017 particularly state of affairs of amalgamation referred dereits, remained to be incorporated. With a view to incorporate the same, I give hereunder this Corrigendum to add hunder development as to the Special Resolutions for approval of Scheme of Amalgamation at Samears Builditech Private Limited, Paleva Dwellers Private Limited with Lodino Developers Private Limited, Paleva Dwellers Private Limited Maleva Dwellers Private Limited and Lodina Dwellers Private Limited, Paleva Dwellers Private Limited, Dalay Dwellers Private Limited, Dwellers Private Limited, Dwellers Private Limi
- Hence, my Addendum dated 14.08.2017 stand modified and by reed and construed accordingly.

Application Philipsiphia Commence in any event, during penden hereinabove, Palava Owellers and exclusively entitled to the absolute Owner thereof with a the bulkings being construct pursuant to the Agreement of Supplemental Report on Title. 2094 92

Pradip Garach

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## FIRST SUPPLEMENTAL REPORT ON TITLE

- Property comprised in land bearing various Survey numbers, Hists numbers and admensaring lying being and altusted at Willage Khoul Painks Raiyan, District Thous,
- This has reference to my Report on Title dated 15th November 2016 wherein I have beer also opined that (i) Palerso Dwellers Private Limited is entitled to the Larger land more particularly described in Schmittle thereunder written and (ii) Sattwarn Buillach Private Limited is having lenschold rights on the portion of the Larger Land with right to carry out development and deal with the construction thereon.
- Ever since issuance of the odd Report on Title, there are cartein material development envisaged with the effect from 1st June 2017 which, in Lun, causes writishen with regard to the title of the said Larger Land and part thereof as follows:
- I are informed that by respective Special Resolutions passed by the abundholders of Palava Dwellers Private Limited, Senvara Builtech Private Limited and Ledha Developers Private United at their respective axive ordinary general meetings held on 20.25.2017, 06.04.2017 and 27.04.2017 respectively, a achieve for amalgamention of Samwara Builtech Private Limited and Palava Dwellers Private Limited with Lodha Developera Private United with effect from 1st June 2017 has been approved. In this regard, an Application has been filled before the National Company Law Tribunal seeking Ita annothes to the said scheme of amelgamentars.
- Pending the anotion of scheme of analgamotion, in the meanwhile, by an algorithm of a district of the May 2019 was that between Polaret Declara Private Limited it is Dwellers Private Limited and Samvara Businesh Private Limited it is finer also agreed between the Parties thereto that Plains Dwellers Private Limited shall be entitled to deal with and dispose of the Units in the buildings being constructed on the said larger Land and for that purpose execute and register requisite Agreements with the prospective buyers and receive consideration in the manner provided
- in the light of the alorenaid developments, Painza Deciliers Private Limited shall continue to be solely and exclusively emblied to the said

Larger Land more particularly described in the Schedule thereunder written as an absolute Owner thereof with right to deal with and dispose of the Unite in the buildings being constructed on the said Larger Land as stated bereinshove.



TOTAL SUPPLEMENTAL REPORT OF THE

Property comprised to fand bearing surface Sursey stambers, Place numbers and educesturing hyde being and ettusted at Village Khoni Taluka Kalyna, District - Timps.

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- as reference to my Report on Title dated 15th November 2016
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  it is critical in the Larger Land more particularly described in
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  yout directions and deal with the construction thereon.
- Ever since issuance of the said Report on fife, there are certain resorted development enrisings with the effect from 1st June 2017 which, in turn, conser variation with regard to the title of the said larger land and port thereof as follower:



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be read and constitued accordingly.

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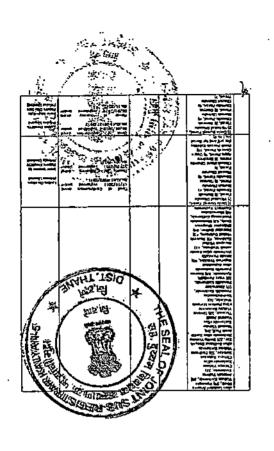
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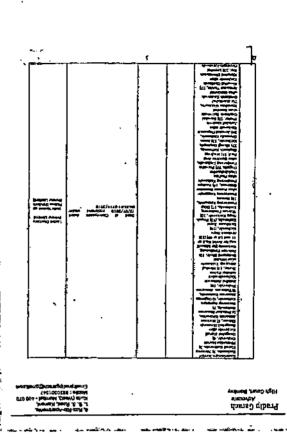
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Pradip Garach

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Revised Originals / Certified copies of the documents mantioned in the Column 'D' executed and registered with concerned Subgritters by the said Original Land Halders as set out in Column 'A' in favour of the Company as purchasers as enoutined in the Column 'B' of the Schedule as afterwald in connection with the said Orditional Land sergistred by said Company.

Permissions under section 120 of Dunbay Teeners and Apricultural Land Act, 1946 for the triviant land which is tomated by the protected tensatis under the said Act which is forming part and Ard Actional Land an encoured in the Schedule as afterwald.

Permissions order Section 63 [1A) of Sub-Section [1] under Relational Land and Agricultural Land Act, 1948 and evalidation therete Isaned by the Competent Authority, Construction of Revenue and Forest, for acquisition of the said facilities of Revenue and Forest, for acquisition of the said facilities. SUB-REGIS

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15. Department of Revenier and Forest has given 63 (1A) of fivb-Scrainn (I) under 8. (2) Land Act, 1948 to the Company for acquirity, Ambernath and Those in District The gipent of Special Township Project audject of out therein.

- Lister on, pursuant to be Certificate doted 50 May 2014 issued by the Registrar of Companies the name of Lodho Dwellers Private Limited base been changed to Polavo Dwellers Private Limited.
- By Order do tol 18th Jöhnury 2013 in Company Scheme Petition Hab39 and 640 of 2014 Mehey'r fluidd Estate Private Limited and another was ordered to be amalgarghted with Palara Dwellers Private Limited with effect from Petrovary 1/2 2015. Under the said Order, the nettre business and undersaking of Megavir breinding but not limited to hand, building, investments, burn, self-nees, sepressals, permissions, rights, obligations have been transferred in and vested in Palara Dwellers Private Limited. In the promises election of the Palara Dwellers Private Limited in the actification to the soft additional Lond more permission of the Comme critical in the soft additional Lond more permission; the Schodule as aforesaid of absolute Owner thereof.
- Semmers Bushboth Private Limited (Mortgaper No.1), Paters Decilere Private Limited (Mortgaper No.2) and Mohavir Build Estate Private Limited (International Conference of the Paters Deviletes Private Limited) (Mortgaper No.3) have taken enred facilities on the security of certain land which includes Land coopering Intelligen on the Security of Certain land which includes Land coopering in Survey No.42/7 forming part of the said additional land memberds in the Schoolute as seferated and the Proposed countraction threson (Form School Sp. 9) and under Mortgage Deed dated 0.5/03/7014 registered under No.1204-3-79/2014 from IDSI Trustreabig Services Private Umiter (Mortgager).
- Dy Order bearing No Beremuc/K-)/T-7/STP/SR-39/2014 dated 28th March 2014, the Collector of Thank and Competent Authority has granted in approval for development of a Special Township Project inter 10

Pradip Garach Advocate High Court, Bonday

6. Ros-Abe-Apersounts, L. B. Rosed, Kartopil, Karta (Mearl), Moreini - 620 010 Mohis : 9220541847 Fault resident auchtformeil com

aga on the said edditional Land. The Collector of Thane and Competent Authority has also wide aforesaid orders, senetianed the lay out plans for development of the Special Township Project.

- 12. I have not taken independent Sewich of Hill puton filed for and against the said Company to respect of the sold additional land. The Company has informed one that there are following littigations pending:
  - 6) A Regular Givil Suit 80.303 of 2014 has been filed by Shanlaram Sakhasam Xishkasila and filers orginist the Compuny and other non-watern inter alla in respect of lond comprised in Survey Non-42/5 and 42/7 of Vilings Khonl before Civil Judge planter Division Kalyam. Under the said Suit, Paishillé are seeking declaration that its land comprised in aforesaid survey numbers be decisized as John thind Pambly Property and in turn also dairning their respective undivisied shares therein. In any event, there is no adverse order powerf in the self Suit which restrict the rights of the said Company to deal with the aforesaid band and concurrention thereon.
- 3. Subsequently, by and under Leane Deed dated 16th September 2013 exceited and registered under No.KUM-0292/2015 with the Sub-Registers of Assummers at Raysan read with Deed of Leane dated 10.11.2016, by Pelaws Deetlers Protect Hinteds as the Leaner of the Other Part and Samwara Buildisten Private Limited as the Leaner of the Other Part and as memedod, whereunder the Leaser has demised with Leaner the Polynet Leand more perficultry described in Schedule thereunder witten ferming a part of the additional land i.e. Survey No.142, 43/1, 42/1 and 42/8 of Village Khool for presiden and frost on terms, considers and excensions suited thereto in carry out development on the paid Project Lond and also data with and dispose of premiare in the building being constructed thereon.
- 14. ) am informed the portion of the said additional lend i.e. Survey Nos.141/1, 42/3 and 43/2 is also being developed by Surveyare Bulldicch Private Limited atoms, with the portion of the said Larger Land and requisite flocument for the leasing out the same will be executed in due course.

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15. On the bests of aforement fundings 1 km of Sinion that below Desile Strike Limited is entitled to the ALE additional land of Owner there and on the portion of the Limited are untilled to corp only development of the sense.

Dated this Lay of sugar, 2017

Vquacière Hility Corput Bonupat.

Pradip Garach
Advocate
High Court, Somtay

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- 1. I have investigated the title of my climate Patiene Decelors Private Limited enterthin thereon as Lothes Decelors Private Limited ("Company") to the ised bearing diverse flavory Numbers, these Numbers, respective access possisseed in Column "5", "C" and "D" is the Schneider Progrander written, thing being used scienced at Village Rhotel (Percentate ordinary referred to as "Larget Lond") acquired by my climate from the Original Londholders, witness remes are mentioned in Column "2" of the said Schneide, under the documents reseatened in Column "2" of the said Schneide, under the documents reseatened in Column "2" of the said Schneide.
- For the purpose of feweralgeties, I have purposed and verified the following featurement in companion to the entit I come I and
  - 2) 7/12 Entracts (Femoré et Rights) and 6/12 entracts (blutation Entries) remoted thereon in respect of the said larger land and verified devolution at title devolved upon the respective land legister/Owners to their respective land.
  - bl Rovie-sed Ordanas and/or Cartified true copies (as the case only be) of the relevant dearments was Deed of Conveyance, Development Agreements, Agreements for Bale, Doed of Confirmations, Decisionations, Agreements for Bale, Doed of Confirmations, Decisionations and Provens of Antenney & pages and the property decuments mentioned in the Calatimes "I" executed and registered with suscerned Stati-Registers by requestive said Laped Robbert-Orwarts of Column, "A" in Execute of Labeta Per. Lid and Mahand Build Estates Private Limited (as Decisionary) Purchasers has incretioned in the Calatims "I" of the Schodule herein in connection with the calculation.
  - c) Permissions under Section 6.3 (IA) of Sub-Section (I) under Makershire Transcy and Agricultural Land Act, 1948 and revalidation thereto isseed by the Competent Authority, Department of Revenue and Partet, for sequisition of the edd learn feed.
  - Permissions under section 32G of Bombay Teacher and Agricultural Cand Act, 1948 for the relevant land which is tenanted

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- By virtue of the adversarid documents, it am opinion that Palara Oveller Private Limited are coulded to the said larger Land as absolute source thereof and having complete development rights to carry out developmen thereos.
- The Revenue Record via Record of Rights are mutated in favour of Palava Owellers Private United, pursoant to the Deed of Conveyance sentioned in Column "E" of the Schedule betweender written.
- In the premiers aforemed, Lacha Desclera Private Limited have envisaged consultation achieves of Development of Special Townshipment the said Laces Lack and accordingly of these are profiled to March 1987 (ed.).

Predip Garach

By letter dated 19th June, 2013 Environmental Department deterance to develop loter sits the said Larger Land by a building therein on the terms and conditions stated therein, by another inter-dated 21st February 2015 Environmental him assented the Environment Cleavages to respect of the

- By Orders bearing Peacily Revenue/K-1/T-7/STP/SR-39/2014 duted 22m March 2014. [6] Revenue/K-1/T-7/STP/SR-25/2014 duted 10m September 2014. [6] Revenue/K-1/T-7/STP/SR-25/2014 duted 10m September 2014. [6] Revenue/K-1/T-7/Antoni in Email/Tainia Rajam/STP/SR-19/2016 duted 10m September 2014. [6] Revenue/K-1/T-7/Antoni in Email/Tainia Rajam/STP/SR-29/2016 duted 25th August 2016 based by the Gelectory. Thane wherein a Spread Township Project in given Final semiclosum over the land siquided by Village Kheel away particularly described in Schoolul threewater written which are the land described in the Schoolule threewater written which are the land described in the Schoolule threewater written which are the land described in the Schoolule however.

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144/65, 144/6, 38/2A1, 44/3A1 forming part of the smid Langer Land mentioned in the Schoolub beremoder written and the Proposed construction through Smids Sector ~ 3 by and under Merigago Deed slated 05/08/2014 registered under MaxINC-3798/2014 from IDSI Transcraphing Arciaco Private Limited Plantageon.

- Josephip Services Private Limited [Pidantagaper].

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  A Special Crief Stat No.77 of 2018 fined by one Shanker Raghusseth Scharer and sentilar (Fallathill) against Europhandric Manuel Rathershe and Others (Desirotanns) before Cerus' of trial Judge Cerebric Division Rayment and in respect of Sand Desring States No. 147/15 to 2, 149/467 S.c. 149/467 and 149/77. The Parintilla have opplied the interim ruffer but the sand is not granted by Chil Chour. In any event, there is no several exist on a passard against the Desirodants which adversely decid development of the said Larger Land Incht/Eng disposal of the noncentral precises to the prospector purchaser in the said development. The said sult is prouding.

  - A Regular Civil Suit No.56 of 2016 has been filed by Arjana Tukaram Patil and Others against the Company and other co-awarers inner tile in respect of land comprised in Sarvey No. 164/8A and 164/8 of William Photo Sarves Civil Judge Springer Division Kajum, Under the said Sais, Platniffs are seeking otherstone for partition and above in the said Sais. An any event, there is no otherway entire passed in the said Sais. Which results the rights of the sold Company to deal with the aloresaid fand and construction the partition and shows the said said.

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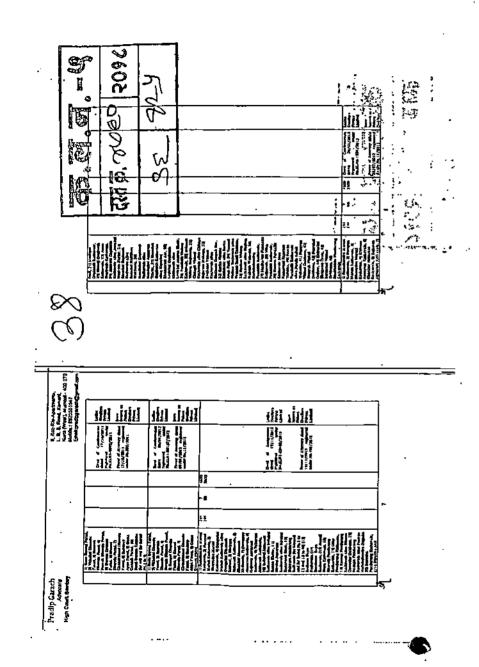
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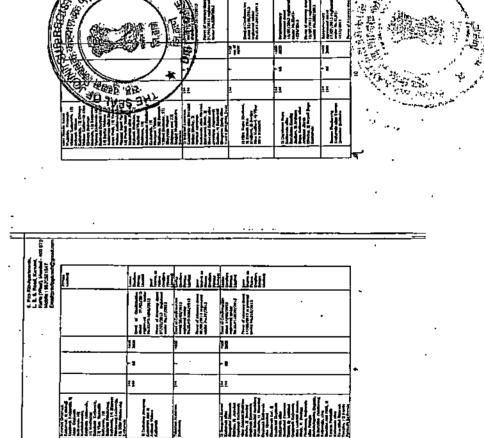
  By Order deted 16th January 2015 in Company Scheme Petrion No.639 and 460 of 2016 Mahrade Build, Estatis Private Lindson and apother was ardered by be grasigemented with Palarie Dwelfers Private Lindson Heller from Petriorary 17, 2015. Under the said Order, the series by unicess used undertaileding of Mahrade Brecheding but not Heller for links, building, generational, Joseph Joseph State Dwelfers Private Under the said greater of the Company of the Petriolary Agents Dwelfers Private Under Under Dwelfers Private Under Dwelfers Indian Section 18 to the Larger Land more particularly described in the Schmidtle became until the section of the Larger Land more particularly described in the Schmidtle became written as absolute Owners thread.
- there some Certificate dated 07:10:2015 (stated by Shravas A. Ouyte and Associates, the Penciusing Company Secretary to the effect that he has revisited out an online Stateth through the Official website of the blinistry of Corporate Affairs and his Report inter alle Indicates Nontgage dated 03:06:2014.
- In the premiest aforecasid and subject to above, I am of against that,

  Phalma Draillars Stream limited is entitled to the said Larger Land
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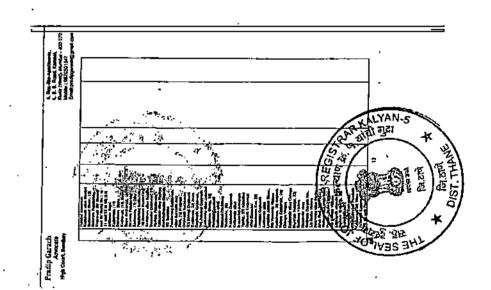


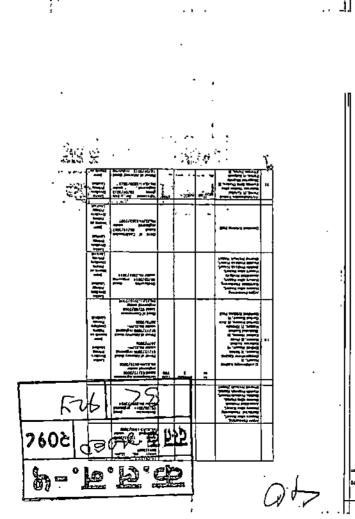
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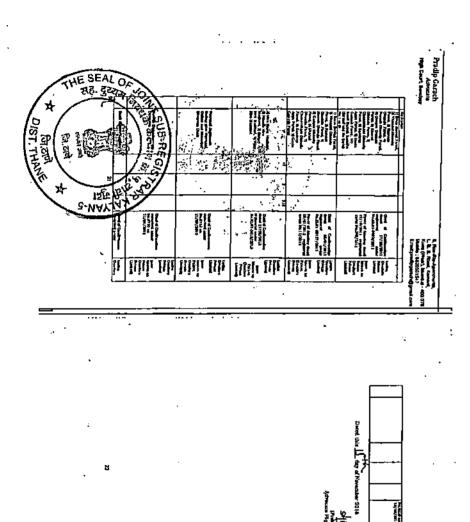
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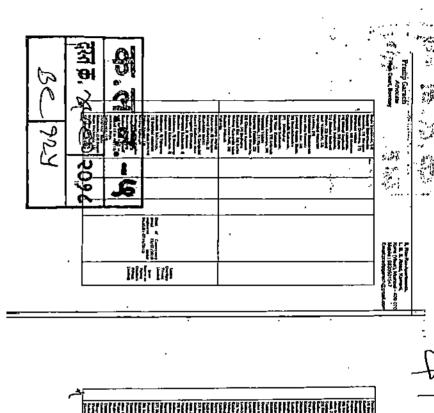




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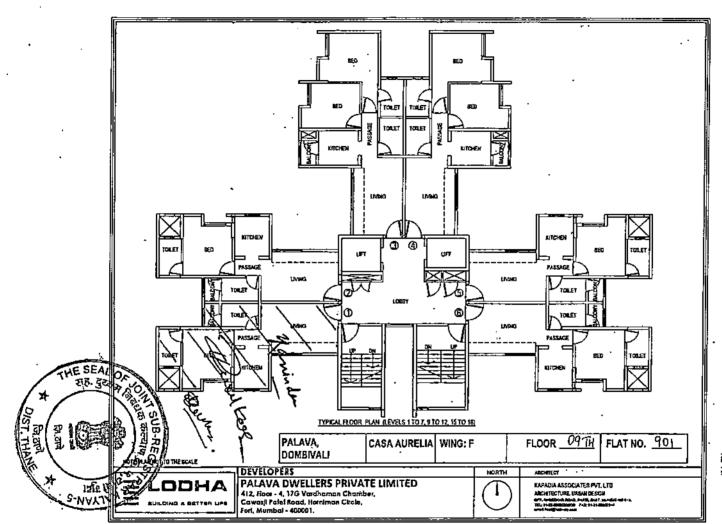
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#### Annexure 4

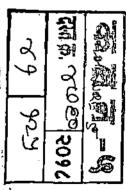
(Key Approvals)

No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1.	Environmental Clearance	21 <sup>st</sup> February 2015	SEAC-2013/CR 298/TC-1	Environment Department, Government of Maharashtra
2,	Consent to Establish	20 <sup>th</sup> January 2014	Consent Order No. Format 1.0/BO/CAC- cell/RO-KN/EIC-KN- 6545- 13/E(part)/CAC-610	Maharashtra Pollution Control Board
3.	Consent to Establish	8 <sup>th</sup> May 2017	Consent Order No. Format 1.0/BO/CAC- cell/UAN No. 0000002979/5 <sup>th</sup> CAC - 1705000250	Maharashtra Pollution Control Board
4.	Final Approval for establishment of Special Township Project	28 <sup>in</sup> March 2014	Revenue/K-1/T- 7/VNVP/SR/39/2014	Collector's Office, Thane
5.	Final Approval for establishment of Special Township Project	18 <sup>th</sup> September 2014	Revenue/K-1/T- 7/STP/SR-88/2014	Collector's Office, Thane
6.	Approval for establishment of Special Township Project	21* July 2016	Revenue/K-1/T- 7/Anterli & Khoni/Dist. Kalyan/STP/SR- 19/2016	Collector's Office, Thane
7,	Approval for establishment of Special Township Project	26 <sup>th</sup> August 2016	Revenue/K-1/T- 7/Antarli & Khoni/Dist, Kalyan/STP/SR- 20/2016	Collector's Office, Thane









#### Annexure 6

(Unit and Project Details)

- (I) CUSTOMER ID: 1282518
- (II) Correspondence Address of Purchaser: 402/A, Om-Siddhlvinayak CHS, Gundavali Azad Road, Near BMC office, Andheri East, Mumbai 400069
- (iii) Email ID of Purchaser: walkar89rahul@gmail.com
- (IV) Unit Details:

(i) Development/Project : PALAVA - AURELIA - D TO G

(ii) Building Name : CASA AURELIA

(iii) Wing : F

(iv) Unit No. : 901

(v) Area

	Sq. Ft.	Sq. Mtrs.
Carpet Area	398	36.98
EBVT Area	43	3.99
Net Area (Carpet Area +EBVT Area)	441	40.97

- (vi) Car Parking Space allotted: 01 (One).
- (V) Consideration Value (CV): Rs.3856924/- (Rupees Thirty Eight Lakhs Fifty Six Thousand Nine Hundred Twenty Four Only)
- (VI) Payment Schedule for the Consideration Value (CV):

5r, No.	Milestone	Payments
1	Application money-1 (Payable at time of booking)	Rs.90000/-
2	Application money-2 (within 21 days from booking date)	Rs.102846/-
3	Application money-3 (within 60 days from booking date)	Rs.578539/-
4	On initiation of RCC work for Level 8	Rs.482116/~
5	On initiation of RCC work for Level 12	Rs.482116/-
6	On initiation of RCC work for Level 16	Rs.482116/-
7.	Within 139 days from booking date	Rs.482116/-
8	Within 200 days from booking date	Rs.347123/-
9	Within 261 days from booking date	Rs.347123/-
10	Within 323 days from booking date	Rs.347123/-
11	On intimation of possession	Rs.115706/-

The aforesaid schedule is not chronological and payment for any of the aforesaid milestones and permitting after the other milestones, depending on the date of initiation of the relevant milestone.

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(VII) Reimbursements:Payableon/before the Date of Offer of Possession\*:

(1) Land Under Construction (LUC) Reimbursement:

Rs.NA/- (Rupees NA Only) towards reimbursement of LUC from the start of construction till the Date of Offer of Possession.

(2) Electricity Deposit Reimbursement:

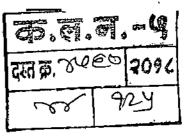
1 "	Rs 3000/- (Rupees Three Thousand Only) towards provisional amount of Landursement of deposit paid to Electricity Supply company on the Purchaser's behalf. The benefit of the said deposit shall stand transferred to the Purchaser
दस्त क्र. 🛷	when meter is transferred to the Purchaser's name.  (3) Provisional Electricity Charges (if applicable): Rs.NA covering period of 4
-83	(4) Utility connection and related expenses: Rs.90750/- (Rupees Ninety Thousand Seven Hundred Fifty Only)

- (5) Pipes Gas connection and related expenses (if applicable): Rs.NA/-
- (6) Share Money: Rs.600/- (Rupees Six Hundred Only)
- (VIII) Maintenance Related Amounts:Provisional amounts (subject to actuals) payableon/before the Date of Offer of Possession:
  - (1) BCAM Charges: Rs.132300/- (Rupees One Lakh Thirty Two Thousand Three Hundred Only) covering period of 60 months from DOP.
  - (2) CIVIC GOVERNANCE CHARGES (if applicable): Rs.88641/- (Rupees Eighty Eight Thousand Six Hundred Forty One Only) covering period of 60 months from DOP.
  - (3) Property Tax (Estimated): Rs.1985/- (Rupees One Thousand Nine Hundred Eighty Five Only) covering period of 18 months from DOP.
  - (4) Building Protection Deposit: Undated cheque of Rs.NA/- (Rupees NA only) towards Building Protection Deposit which shall be encashed only if there is "violation of guidelines in respect of execution of fit outs/interior works."



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

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

(IX) The number of family members eligible for club membership are:

Configuration of Unit	No. of members	:	ŀ
1 BHK	4	1	
2 BHK	5	17	1
3 BHK	5	A. 190	١
4 BHK or larger	6	رايسها	

- (X) Date of Offer of Possession: 31st Aug 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.
- (XI) Project Details:

1) Project Name: PALAVA - AURELIA - D TO G

2) RERA Registration Number: P51700000511





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#### Annexure 7

#### **COMMON AREA AND AMENITIES LIST**

#### **Key Amenities:**

Amenities for each building:

The utomatic elevators in each wing out of which one is stretcher elevator.

High quality vitrified tiles for floor lobby.

Entrance lobby with Marbital flooring\*.

Entrance ramp for easy access for physically challenged.

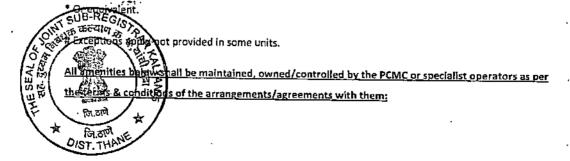
Automated swipe card access to building.

CCTV monitoring of entrance lobby

- o Amenities inside each apartment:
  - Marbital Flooring for Living/dining & passage.
  - Marbital flooring in bedroom.
  - ? Premium vitrified tiles in kitchen.
  - High quality vitrified flooring in toilets.
  - High quality Isenberg/Jaguar or equivalent CP fittings & Kohler or equivalentsanitaryware.
  - Kitchen finished with Granite Platform; stainless steel sink.
  - , .,, ., ... Separate utility area in each apartment#.
    - . ¿Separate wardrobe area in bedroom#.
  - 📲 🚉 ເພື່ອຕັ້ນເຮັດກ for one telephone point in each apartment.
    - Advanced Fibre technology provision with access for high speed internet.

Intercom:

...«Áir-conditioned bedroom/s with split air-conditioner.



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#### Common Amenities - Larger Property.

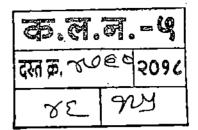
- Club house.
- School.
- Retail outlets.
- Parking buildings and shared as per Master plan.

#### Common Amenities - Entire Palava City.

- Lakeside plaza.
- Riverside promenade.
- Club house.
- Sports centre with facilities for swimming, football, tennis, badminton.
- University\*.
- Performing centre for Art and Culture.
- Retail outlets.
- Hospital\*.
- Religious buildings / Temple.
- Parking buildings and shared as per Master plan.
- City Management office.
- Police station\*.
- Fire station\*.

\* Subject to Government Regulatory Authorities Approval.

\*\*All brands mentioned herein are subject to replacement by equivalent brand at the discretion of the Project Architect.





#### Annexure 8

(Purchaser Notice of Termination)

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To,

[dated]

[Name and address of the Company]

Sub: Notice of Termination

Dear Sir,

We refer to the Agreement to Sell dated [date of execution] (ATS) executed in respect of Unit [unit number] (Unit) on the [floor number] floor of the building known as [building name] at [address].

All capitalised terms used in this Letter but expressly defined shall bear the meaning assigned to the term in the ATS.

As estimated DOP as set out at Annexure 6 (*Unit and Project Details*) of the ATS and the Extended DOP have passed and the Unit has not been offered for possession, I / we would like to exercise my / our right to terminate the ATS pursuant to Clause 11.3.1.b of the ATS.

If we agree and acknowledge that, pursuant to the provisions of the ATS:

- This Notice of Termination shall be valid and binding on the Company only if it is received by the Company prior to the expiry of 30 days from the Extended DOP;
- On and from the receipt of the Notice of Termination by the Company, the ATS shall stand terminated and 17 we shall have no further right, title or interest in the Unit except in relation to the Refund Amount;
- The Refund Amount is to be determined and paid to me/us in accordance with the provisions of the ATS.; and
- On the receipt of the Refund Amount in accordance with the ATS, I / we shall have no claim of any sort whatsoever against the Company in respect of the Unit or otherwise.

Please treat this as the Notice of Termination referred to at Clause 11.3.1.b of the ATS and proceed with the termination of the ATS in accordance with Clause 11.3.1.b of the ATS.

Yours sincerely,

[name of customer]

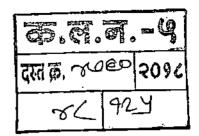
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#### Annexure 9

(Special Conditions)



#### 1. Additional Definitions

- 1.1 "Civic Governance Charges" or "CGC" shall mean the charges payable by the Purchaser for maintenance of all Common Areas and Amenities in respect of the Larger Property / Palava City.
- 1.2 "Palava City" shall mean the city being developed by the Company on pieces and parcels of lands including the Larger Property under various development control regulations including special township scheme and mega city scheme.
- 1.3 "Palava City Management Company" or "PCMC" shall mean a nominee appointed to maintain, manage, service and supervise the infrastructure of the Palava City including city management, civic governance, city club house and the related infrastructure. All references to "FMC" in this Agreement will be read and construed as a reference to PCMC.
- 1.4 "ePayment Card" shall mean a prepaid card or other electronic payment method or card used as a sole mode of payment for Civic Governance Charges, utility bill payments and others charges in relation to the Project / Palava City.

#### Palava City Management Company

- 2. The Purchaser is aware that the Building and the Project shall form part of Palava City. The Purchaser agrees and confirms that for the maintenance and management of the Project / Larger Property / Palava City, the common areas and amenities (i.e. all areas outside the Building footprint and an area of 3-6 meters from the Building perimeter (as may be determined by PCMC)), of the Palava City shall be undertaken by the PCMC.
- 3. The Purchaser hereby confirms and acknowledges that PCMC's constitution and memorandum, the Citizen's Charter and On-Boarding Guide (available at <a href="https://www.mypalava.in">www.mypalava.in</a>) (collectively, the "Charter Documents") have been read and understood by the Purchaser and agrees to be bound by and to comply with the provisions of the Charter Documents. The Purchaser further agrees that all future changes, made in accordance with the provisions of the Charter Documents, shall be binding on the Purchaser (including all successors in title) as well as any tenant / lessee of the Purchaser.
- The PCMC shall formulate the rules and regulations in an endeavour to ensure that the habitants of the Project / Palava City enjoy a safe, secure and hassle free life that the long term value of the Unit / Building / Project is enhanced. The Purchase and acknowledges that such rules and regulations shall be applicated that habitants / owners of units / Project / Palava City and hereby irrevorable affects that the by all such rules and regulations and shall not challenge any such rules and regulations in case of any difference or disputes arising in relation to the interpretation of rules and regulations as well as compliance of the rules and regulations, the lattle shall be claimed to the PCMC's governing council and its decision shall be final and grading on the parties concerned. The Purchaser agrees and undertakes to cause the Ultimate Organization to be bound by the rules and regulations that may be framed by the PCMC om time application. The Purchaser along with the other purchasers in the Building shall undertaken and trade the Ultimate Organization to ratify the appointment of PCMC as aforesaid.
- 5. The Purchaser is aware that PCMC shall be authorizing and entitled to charge, receive and collect from the respective purchasers of the units (including the Purchaser herein) and / or the Ultimate Organization, the CGC, other contributions, charges, fees, cost and expenses, as may be required in relation to the development of infrastructure and its maintenance within Palava City. The Company may by itself or through one or more external nominee/s appointed by it undertake the maintenance, management, supervision and servicing of the common amenities and facilities as well as general management and supervision of the Project and the Palava City. The Purchaser agrees not to object at any time to the

If for so.

appointment of such nominee/s appointed for the maintenance, management, servicing, supervision and overall control as aforesaid.

6. The Purchaser along with the other purchasers of the units shall be entitled to avail of the services to be provided or arranged by or through the PCMC at the costs, charges that may be fixed by the PCMC and in accordance with the terms and conditions imposed by the PCMC. All common costs, charges and expenses that may be claimed by the PCMC shall be to the account of and borne by the purchasers of the units in the Building. These

common costs shall be shared by all the purchasers on pro-rata basis determined by the the PCMC, which determination shall be binding on the Purchaser.

Citile Governance Charges.

Purchaser shall, on demand, make the payment of the estimated Civic Governance set of the first 60 months on or before the Date of Offer of Possession as set out in xure 6 (Unit and Project Details).

The CGC shall become payable from the CAM Commencement Date. The CGC shall to be payable by the Purchaser / Ultimate Organization to the PCMC, quarterly in advance, even after the management of the Building is taken over by the Ultimate Organization. Thereafter, the Purchaser shall be obliged to pay the CGC in advance on I before the 1st day of each month / quarter.

The Purchaser is aware that the CGC stated hereinabove are provisional and based on estimates at the time of sales launch of the development. The right to set the Civic Governance Charges rests solely with the PCMC and Is subject to escalation by 10 per cent every year

#### ePayment Cards

- The Purchaser hereto agrees and understands that it is mandatory to procure an ePayment Card as it will be used for the sole mode of payment for Civic Governance Charges, utility bill payments etc. The Purchaser hereto agrees and acknowledges that as on the Date of Offer of Possession, the ePayment Card will be issued to the Purchaser and the Purchaser shall be required to sign necessary agreements / documentation with the service provider / Company in relation to maintenance of sufficient balance in relation to the ePayment Card and the Purchaser hereto agrees and acknowledges to abide by the
- 11. · · · The Purchaser hereto agrees and acknowledges that the Company / PCMC has appointed various, service providers for the issuance, maintenance, management, servicing, supervision and overall control of ePayment Card. The operation and management of ePayment Card shall be in accordance with the rules and regulations framed by the Company / PCMC such service providers from time to time.

## Utility Provision

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The Purchaser hereto agrees and acknowledges that the Company shall enter into contracts with third parties to provide various services such as electricity supply, water supply, water / sewage recycling / treatment and supply, gas supply, garbage handling, security services, medical services, housekeeping, sewage network management, traffic management, emergency services and other general operations in respect of Palava City (and / or lay related infrastructure thereto) to the residents of the Project on the terms and conditions contained therein. The Company reserves the absolute right to conduct all (re)negotiations and finalize terms in this regard. The terms and conditions of such

otracts shall be binding on all residents / citizens of the Project and all residents / ser / ultimate organisations / federations shall adhere to the same without raising te thereto. The Purchaser has no objection to the above and waives all his rights y objection.

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- 13. The Company shall ensure that any share of revenue / profits pad by the third parties under such contracts are paid directly to PCMC and are used for activities related to the development and up-gradation of the Project and these monies are not used for any other purpose. The Company shall make its best endeavors to ensure that the rates charged for such services are at par or below the rates charged for equivalent services in any city amongst the top 50 most livable cities in the world. Such contracts can be studied at the PCMC office after giving notice of 5 business days. The Purchaser has no objection to the above and waives all his rights to raise any objection.
- 14. The Purchaser hereto agrees and acknowledges that Maharashtra State Electricity Distribution Company Limited ("MSEDCL") / any other electricity distribution company, by itself or through its franchisee, will be supplying electricity for the Palava City and the electricity meters and payment of electricity charges shall be as per the lettric and conditions prescribed by MSEDCL / any other electricity distribution company and the Purchaser hereto agrees to abide by the same.
- 15. The Company and / or PCMC and / or any service provider appointed by PCMC may provide water or gas supply for the Project and the Company and / or such service provider shall be entitled to (i) decide the type of meters and payment methodology that will be installed within the Project and (ii) frame all the rules and regulations regarding the operations and management of water and gas supply in the Project including the units as well as the common areas. The Purchaser agrees and acknowledges and agrees to cause the Ultimate Organization to abide by all such rules and regulations as framed by Company and / or PCMC and / or any service provider appointed by PCMC and such rules and regulations shall be final and binding on the Purchaser and hereby waives all his rights to raise any objection in that regard.
- 16. The Company and / or PCMC and / or any service provider appointed by PCMC will levy charges for potable water, recycled water and gas consumption as per the prevailing market rates and the Purchaser shall make payment for the same, without delay or demur. The Purchaser is aware that making timely payment for usage of these and / or related utilities is of paramount importance since the functioning of the entire development would be affected on account of non-payment by even a small number of purchasers. The Purchaser agrees and confirms that any default in payment, subject to grace period of upto 30 days, shall inter-alia result in disconnection of the concerned services and the Purchaser agrees to not raise any objection to the same on humanitarian or similar grounds.
- 17. The Purchaser agrees not to install television antennas, radio transmitting and receiving antennas or satellite dishes without prior consent from the Company and / or the PCMC. The Company shall appoint a nominee to provide cable / DTH service in the city at market competitive prices. The Purchaser agrees not to object at any time to the appoint of such nominee/s appointed for the management, operations, maintenance and services control as aforesaid.

#### Payment of Total Consideration

18. The Purchaser agrees and undertakes to make the payment of the polar of and all other amounts due and payable under this Agreement to the predit of as stipulated by the Company or to the entity and account as specified in the certificate or letter issued by the bank or other financial institution in contact sale of the Unit.

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In support of the Prime Minister's benefits of the incentives extended	mission of 'Housing for Al'', Lodha under Union Budget 2017	Group is proud to pass on the
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COVERNMENT OF MAHARASHTRA Manufalaya Mothbai 400032 Daterit- 1.4 March, 2014 NOTHICATION

Maharashira Regionstand Town Panalog Act, 1966

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No. TIS 121116 CR-229/IMID-12

Whereas, the Clavarancial has appointed the Mumbal Metropolitae Region Development Authority (MARDA) as a Special Pinning. Authority trader the previation of section 40 of the Mahanahan Regional and Town Plenning Act, 1966 (Mahanahan No. 1986) (Arthurstering Act, 1966 (Mahanahan No. 1986) (Arthurstering to as the said. Act.) 1976 (Previnder referred to it the said Special Planning Authority') for the Ambargath, Kultuan-Badikjar and Surrounding Notified Area (Intrinsidae referred to it the said Mallied Region (Intrinsidae referred to it the said Mallied Region (Intrinsidae referred to it the said Mallied area; And whereas, as per the said Development Plan, the laids

And whereas, as per its said Development Plan, the lands in Ylliages Kheni and Anteni, Thi, Kalynar Diri, Taines, as specified in the "Schodule-A" appended herete, are included in threadsable Zana-2 (U-1);

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And wherear, MS Locks Dwellen Pri. Ltd. (hereinstitet referred to as the Applican Carryan) Large submitted for the Government I see graph of Lockshoat Classicae in propert of an area with increase long and indicators these 19443. He Are linched to the lock period control back properties the linched to the lock period control back period charactery in the linched to the lock period charactery in the large transfer to the large transfer transfer to the large transfer transfer to the large transfer to the large transfer transfer to the large transfer transfer to the large transfer transfer transfer to the large transfer 
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And whereas, after making the Director of Town Plane the Government is of the opinion that Applicant Company is regards lands 55.94 He-Are at villages Khoni and Ac

35.34 standing and a recommendation of the Development Control
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presently applicable to the said Aris and Maria. The said Project was
to declared to be a Special Township Project and graphet Laborations

Now, therefore, without projection to the provisions of the said Act, the Congruent of the pointers conformal under sub-section (2) of Section 44 of the said Act, because declaired under sub-section (3) of Section 44 of the said Act, because act accommons to be, a. "Special Township Explorit over an accommonstage approx. 111-47-35-94: He-Arts, incommendating approx. 111-47-35-94: He-Arts, incommendational decreases to the same, induction to the following terms and acquisions:

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"Applican Company to deal with these proceedings at
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The details of lands under the Notified Special Township Project was given in Schodules, appended bernie and the plan showing the benedering of the safe Project is given in Schodules appended herea.

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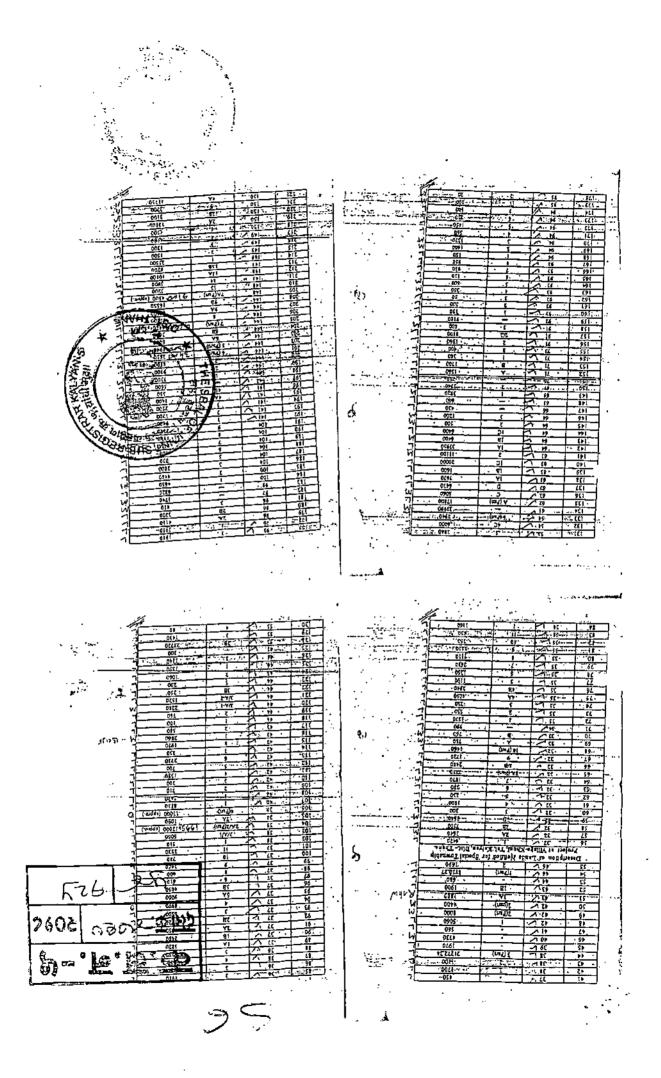
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References Event counter continuous classeness letter discol  $19^4$  June, 2013.

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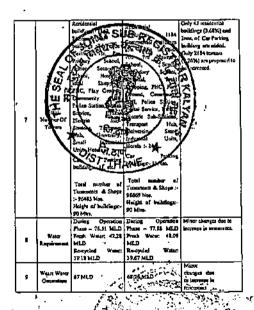
2. It is noted that, the proposal earlier considered by SEAC-II is in 13° manding and reconcumuled in SEIAA, SEIAA is its 61° powing desided to accordingly EC has been leaved to the project. Accordingly EC has been leaved to the project Wide letter no SEAC-3019/CR.299/CC1 desid 15° June, 2013. The Anthorky noted the D.O. letter as. SEIAA-2016/CR.139/CD3 desid 25° November, 2014 by Add. Chief Secretary, Environment Department, CoM to Secretary, MoEFACC regarding amendagems to EC transfer in the building projects.

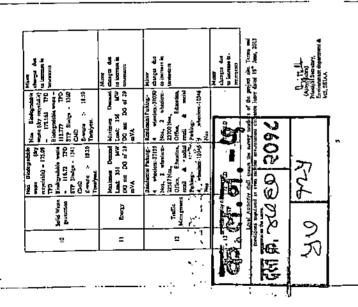
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nd by MoUP wherein it is startfied that SEIAAUSEAC need not focus on the other issues in somethy booked efter by the concerned local bodies, SEIAA direled so accord

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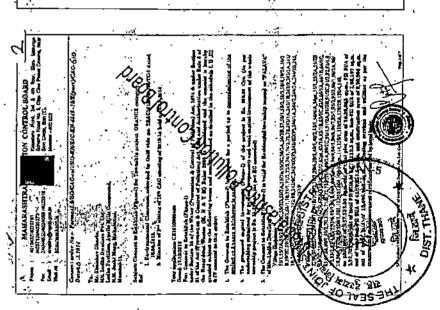




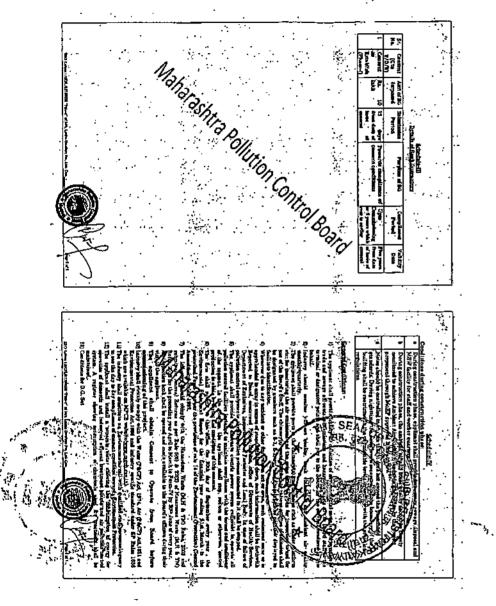
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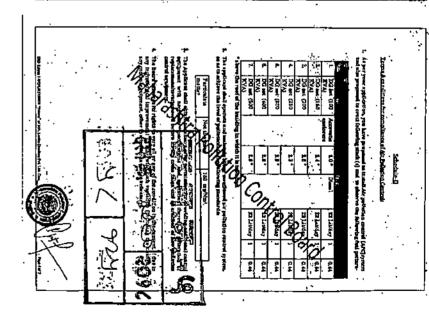
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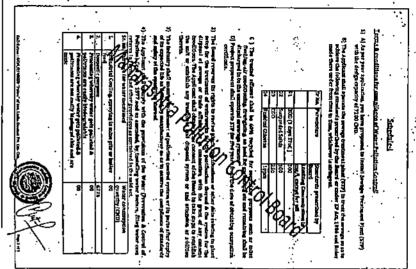
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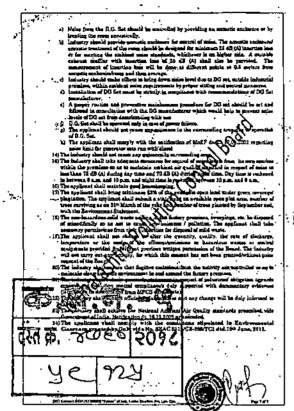












## MAHARASHTRA POLLUTION CONTROL BOARD

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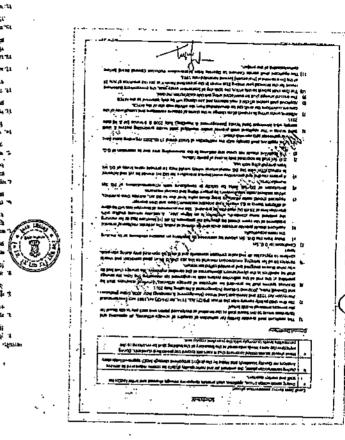
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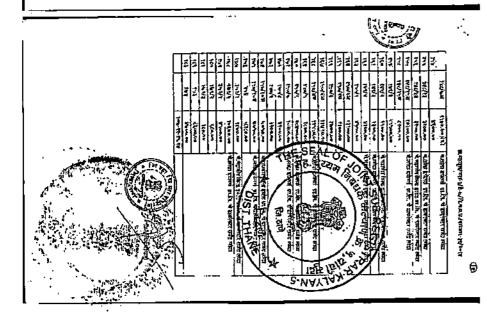
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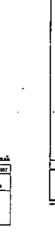
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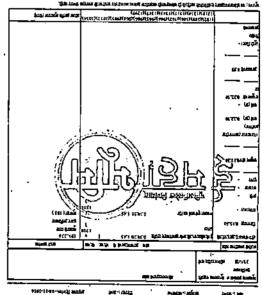
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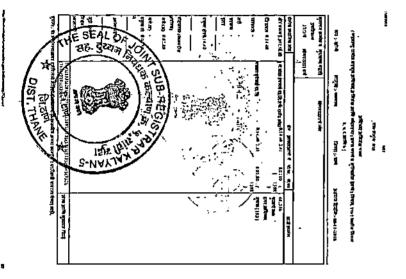
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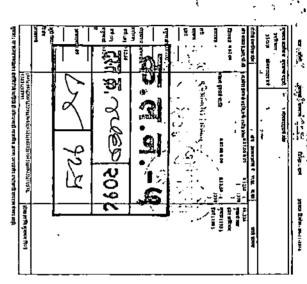


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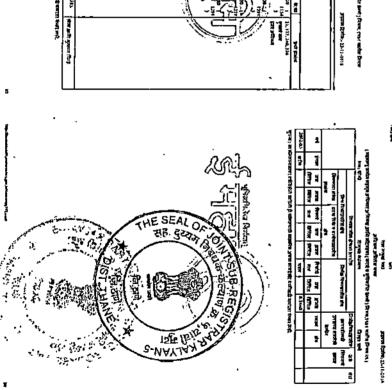


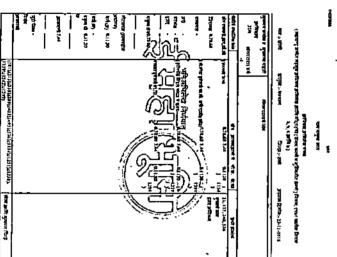
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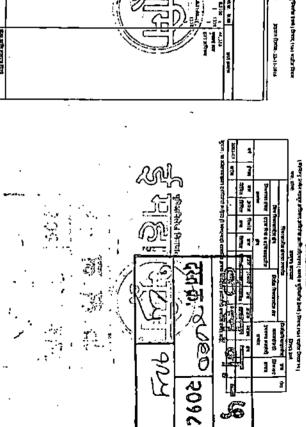


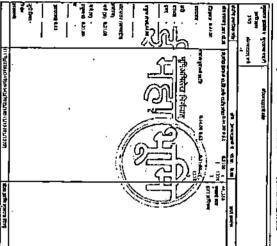
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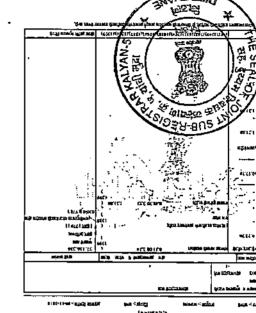


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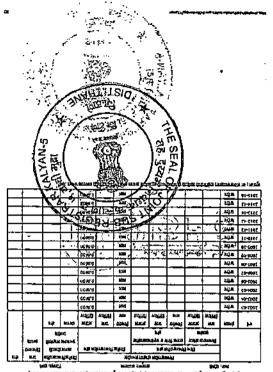
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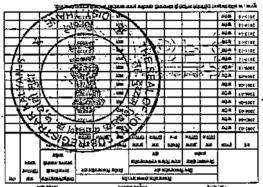
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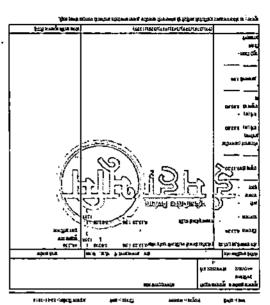
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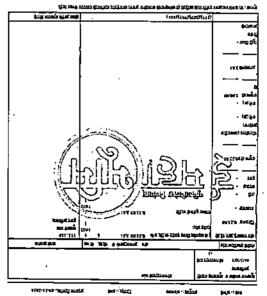
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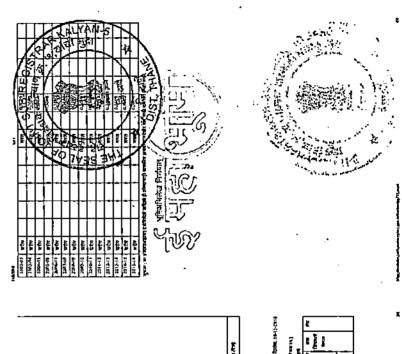
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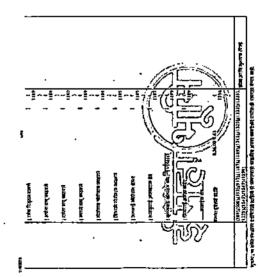
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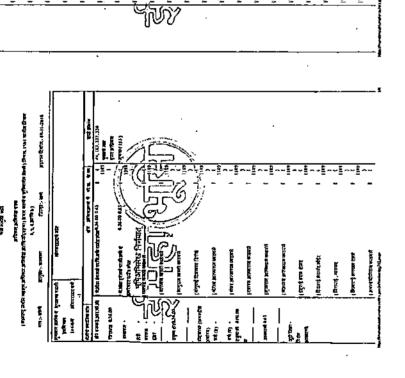
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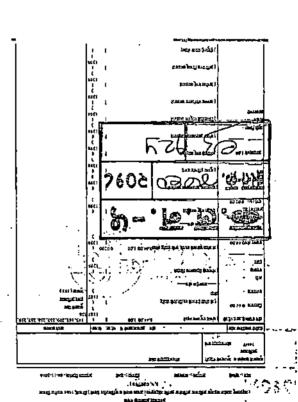
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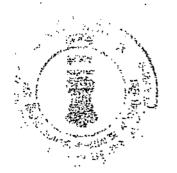
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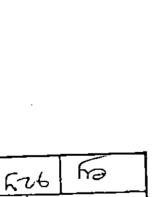
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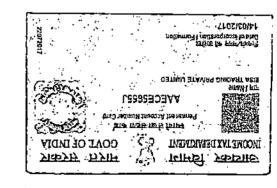
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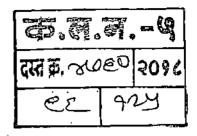
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# GOVERNMENT OF INDIA MINISTRY OF CORPORATE AFFAIRS

Office of the Registrar of Companies'
Everest, 100 Marine Drive, Mumbai, Maharashtra, India, 400002

Certificate of Incorporation pursuant to change of name [Pursuant to rule 29 of the Companies (Incorporation) Rules, 2014]

Corporate Identification Number (CIN): U70100MH2017PTC292371

I hereby certify that the name of the company has been changed from EISA TRADING PRIVATE LIMITED to PALAVA DWELLERS PRIVATE LIMITED with effect from the date of this certificate and that the company is limited by shares.

Company was originally incorporated with the name EISA TRADING PRIVATE LIMITED.

Given under my hand at Mumbai this First day of March two thousand eighteen.

OF CORPORATE AFFAIRS 21

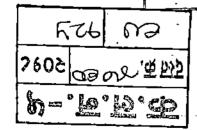
V T SAJEEVAN

Registrar of Companies RoC - Mumbai

Mailing Address as per record available in Registrar of Companies office:

PALAVA DWELLERS PRIVATE LIMITED

412, Floor- 4, 17G Vardhaman Chamber, Cawasji Patel Road, Horniman Circle, F Mumbai City, Maharashtra, India, 400001



ड्राष्ट्र-इ.१८-१९६७ इ.



# हम्गापश्व

कि मिहारी हेप्रचार 55 सनन्य है 3091 सम्मिधित शिष्टी काम्पार क्रुंगार है कियू करान केंग्र असून उपनेक केंग्र करायास मी पूर्ण समा आहे.सटर के करान हम्प्राप्त्रक कुलमुखत्यारमः रह बातत ठरतेत निक्षात्रक कुलमुखत्यारम कुलमुखर्यारम्ब तिहून देणार स्वस्तीमेकी कोणीही तयत झालेले ताही किंवा अच्य कुलगुष्टत्यासम्ब लिहून देणार यांनी कुलगुष्टत्यारमंब रह केलेले नाही, किवा मीदणीस सादर केला आहे १ जिल्पादीत करून मनुसीजनाद दिसा आहे. सदर दिनांक १३/११/३०१७ रीजी मंद्रा दिनेस्या कुलमुखरंगारपशाच्या आधारे मो, सदर दस्त मनीज राम्पदन, राजंद लीडा, बंकीम अशोक दोषी यांनी दिलांक २८/०६/२०१७ व . करन क्षेत्र को प्रमाय के मार्क मारक प्रमाय के मारक के मारक के कि को किए के परक यांचे कामालयात करारनामा या शिषेकांचा दस्त नोदणीसाठी सादर करण्यात आला की और सुरेक्त नायर। मिलेंदर धावा या दवार प्रांगित करता की, दस्यन निवंध कुल्पा

ज़ाह गांगिल गांची मंता जागीव आहे.

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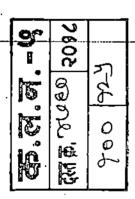




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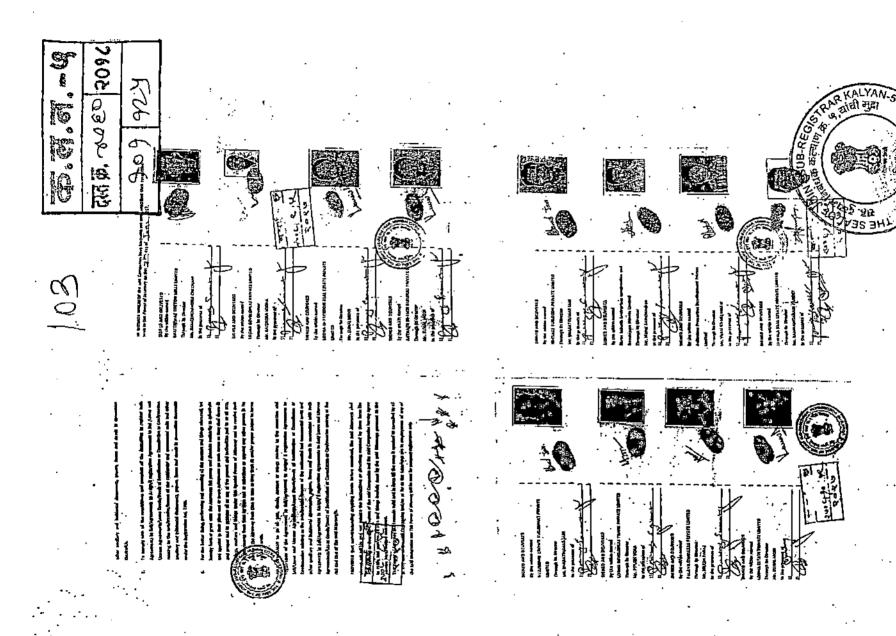


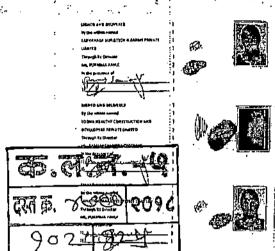


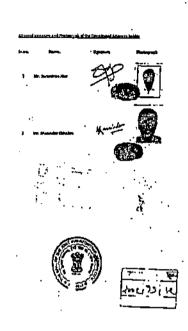


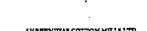












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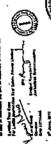






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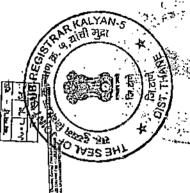
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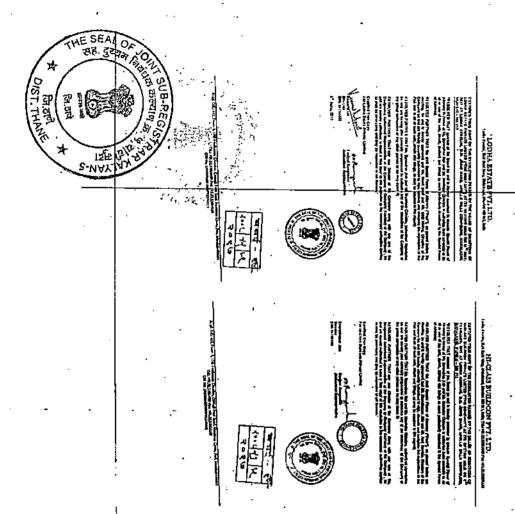


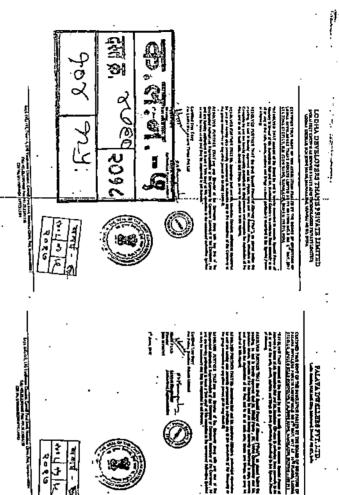


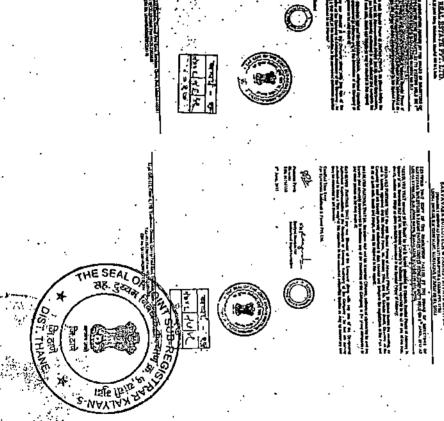


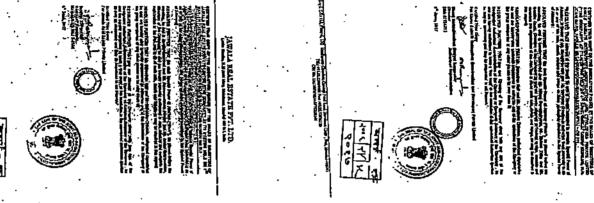
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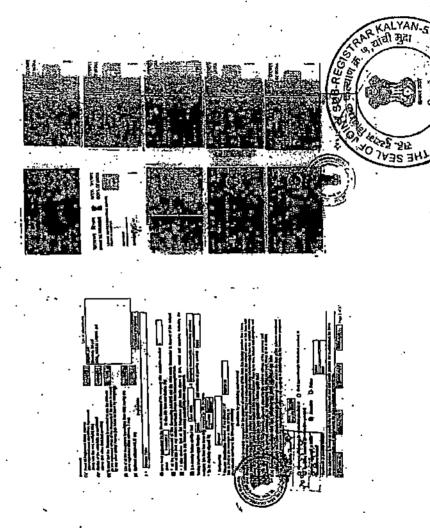
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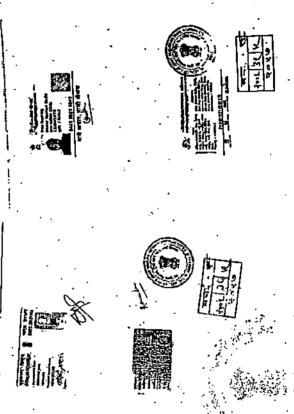
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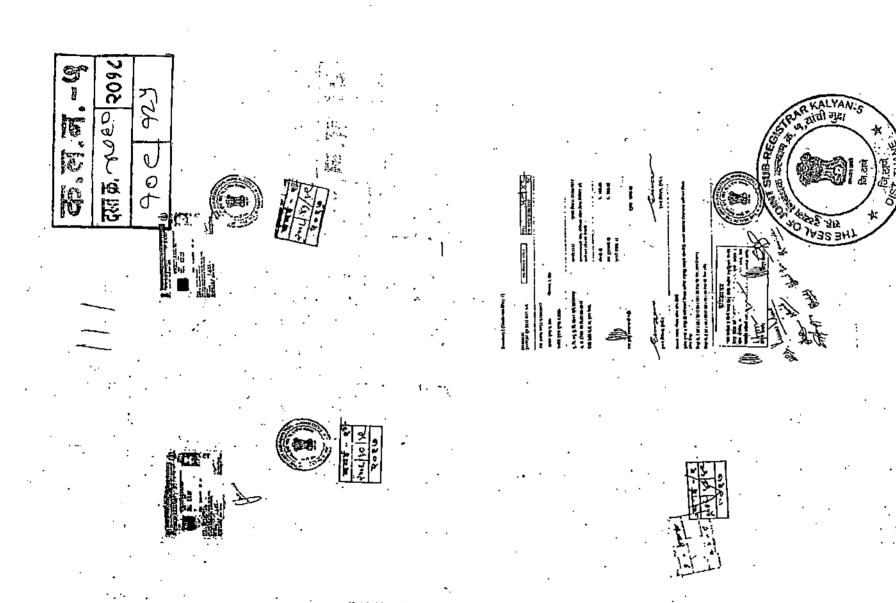
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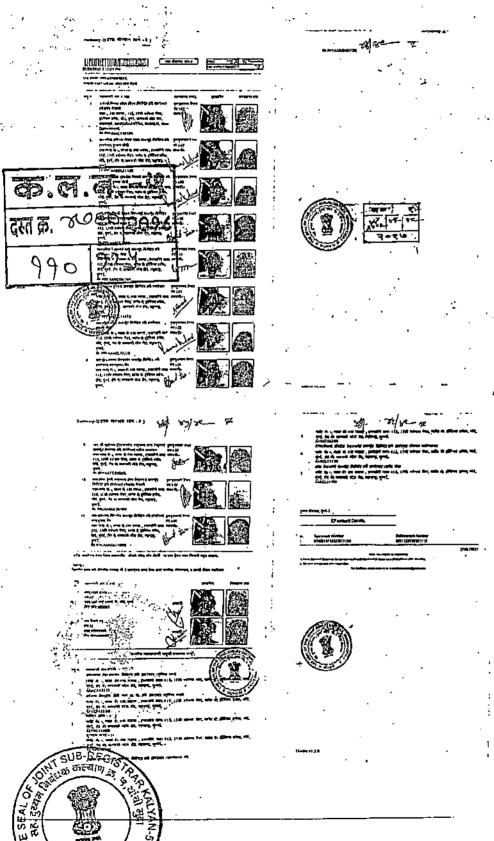


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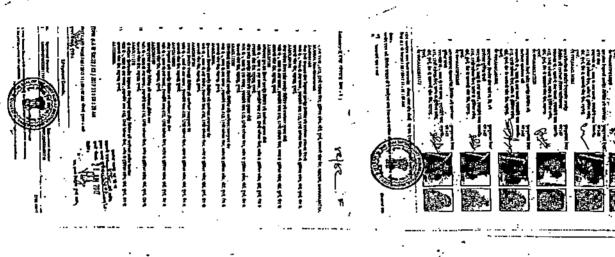


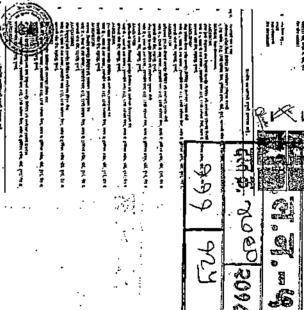




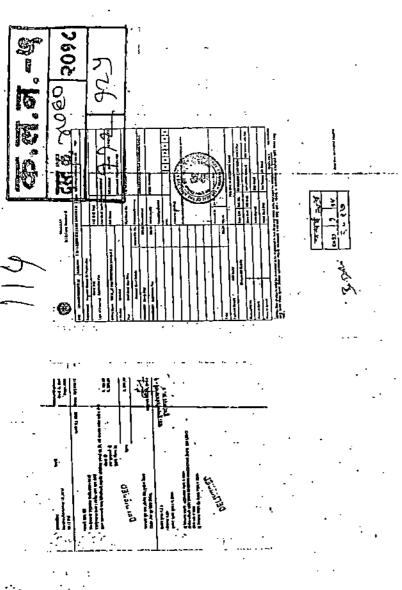


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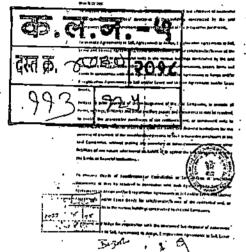








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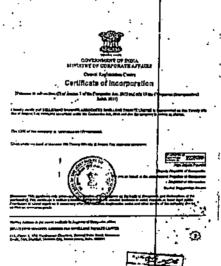
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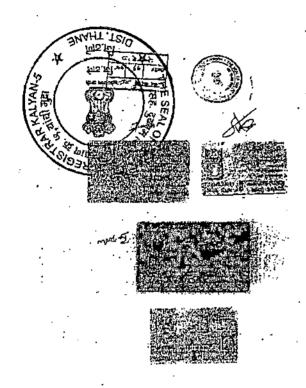


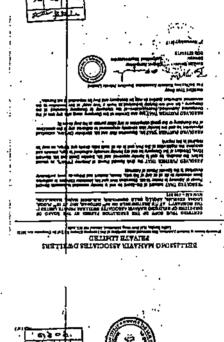
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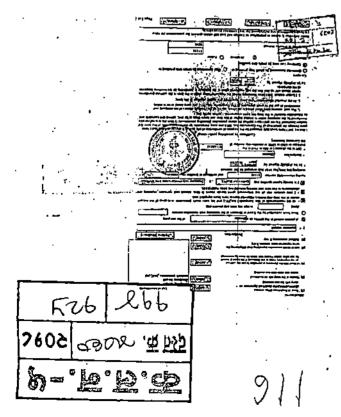


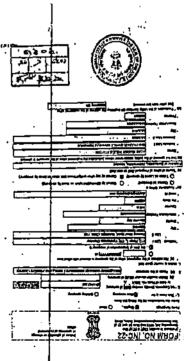


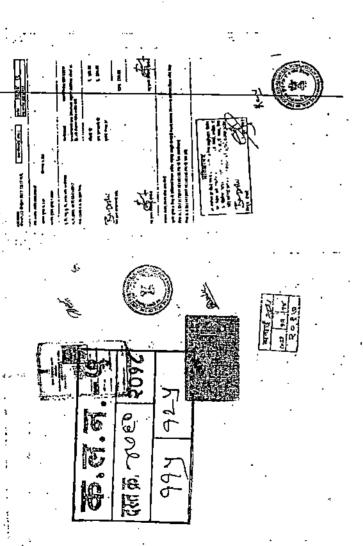


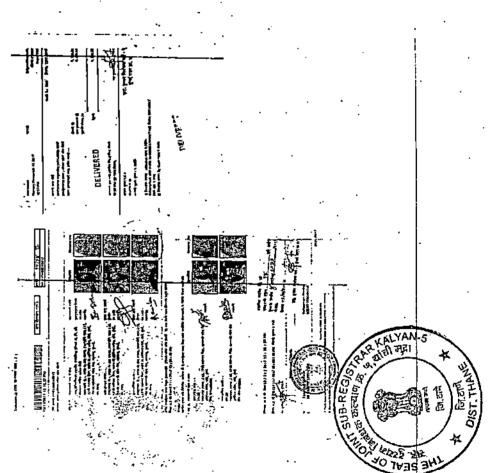












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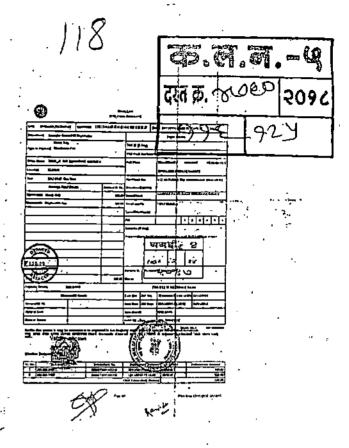
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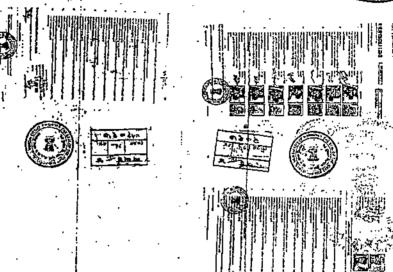
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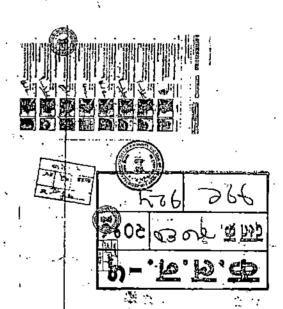
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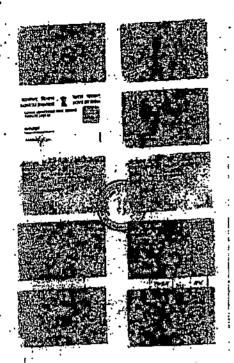
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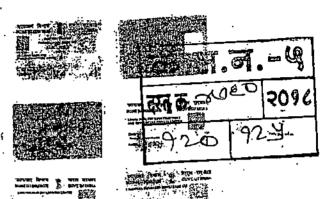




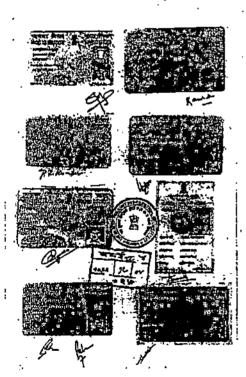




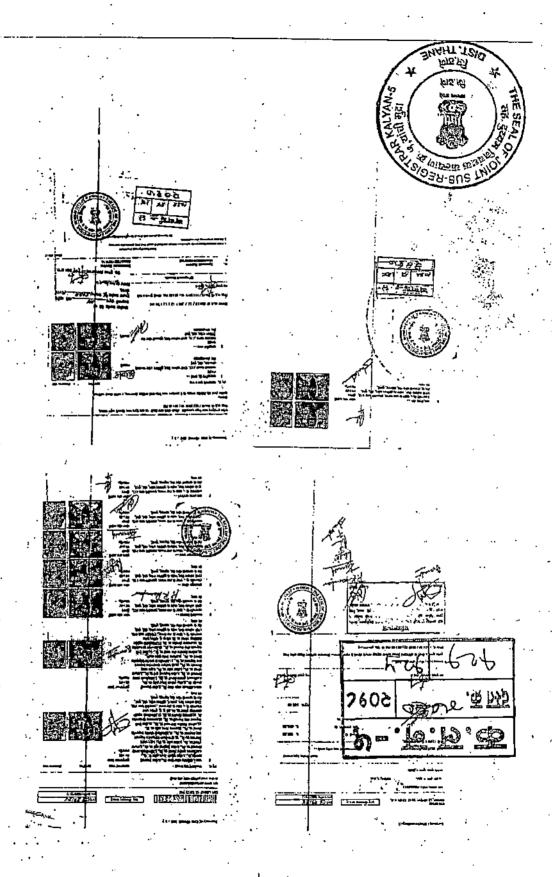


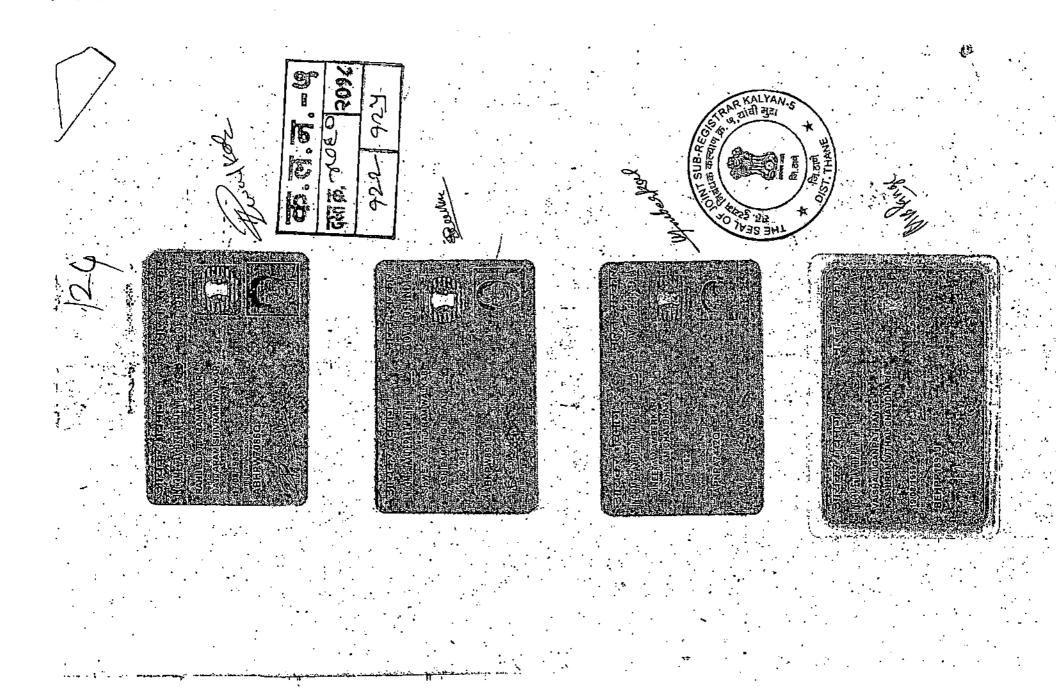


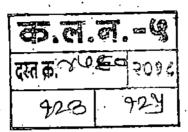
















Summary I (GoshwaraBhag, N)

१५४ कमाकः ५७,६०/2018

दस्य गोषवारा भाग-१ः

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दस्य क्रमांकः कलन् १५४६०/२०18

नीबदला: ४. 38,56,924/-बाजार मेच्यः छः १४'४६'४0३%-

भरखेल मुद्रांक शुल्कः रू.1,35,000/-

भावती दिनांक: 05/05/2018

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सादरसरताराड गावः राहुल दयाराम बायकर - -

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पृष्टांची संख्या: 125

7毫元 32500.00

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हम ग्रहितिस

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दस्त गोषनारा माग-२

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#### Demand & Tax Invoice

0001282518/DML/T2300F0901M0/Z4599 Invoice No:-,RV18Z44300007999 14.05.2018

Mr. Rahul Dattaram Walkar, Ms. Shweta Dattaram Walkar 402/A, Om-Siddhivinayak CHS Gundavali azad rd nR brncoffice Andheri E,Mumbai-400069 Ph; +919870891610

Dear Mr. Rahul Dattaram Walkar,

Greetings from the Lodha Group. We are pleased to inform you that the next milestone as per the payment schedule for your Unit No. F-901, in Aurelia at CODENAME EPIC, is now initiated.

Correspondingly, we would appreciate receiving the following payments by 28.05.2018 (for the fresh milestone. Past dues, if any, are already payable as per respective due dates).

Particulars	Amount
Booking Amount-3	578,539.00
Total Dues Towards Principal (A)	578,539.00
(Instrument 1) A is payable to:PALAVA DWELLERS PVT LTD	

Particulars	Amount
CGST (6%)	23,143.00
SGST (6%)	23,143.00
Less Advance received	-7714.00
Total Towards Taxes, Interest & Admin Charges, Less Credits (B)	38,572.00

(Instrument 2) B is payable to:PALAVA DWELLERS PVT LTD A/C TAX COLLECTION

GSTIN: 27AAECE5655J1ZC

SAC CODE: 995411

As detailed above, please issue two separate instruments towards respective entities for the Amounts mentioned under A and B. For payments by Cheque/Pay Order/Demand Draft, please do ensure that the same is delivered to us at least 3 working days before the payment due date to ensure timely credit to your account and avoid interest and levy of penal charges.

In case you are paying TDS directly, you are required to submit the TDS certificate within 15 days from the date of payment. For any assistance, please do reach out to ONBOARDING SPECALIST DESK, at 022 67161111 or write to service.onboarding@lodhagroup.com.

Thank you for your patronage.

Best Regards,
PALAVA OWELLERS PRIVATE LIMITED

Please Note:- The above computation of GST is provisional and subject to the final assessment by the tax authorities. Errors and omissions excepted. The above computation pertains to tax liability on construction services and does not pertain to taxes, cess and levies that are otherwise payable under the Agreement to Sell or in respect of the Unit. With effect from 01.07.2017, as per Sr.No. 3(i) of the Notification no.11/2017-State Tax (Rate) dated 28th June 2017 and Notification no.11/2017-Central Tax (Rate) dated 28th June 2017,GST@18%(SGST:9%,CGST:9%) is applicable on 2/3rd of the consideration value of the unit. With effect from 25.01.2018, as per Item no.(8) (III) of the Notification no.1/2018-State Tax (Rate) dated 25th January 2018 and Notification no.1/2018-Central Tax (Rate) dated 25th January 2018 and Notification no.1/2018-Central Tax (Rate) dated 25th January 2018 and Notification value of the units upto 60 sm(carpet area) in an affordable housing project.

This is an electronically generated letter and hence does not require any signature.

Corporate Office: Lodha Excelus, N.M. Joshi Morg, Mahalaxmi, Mumbai 400 011, India.
Lodha চন্দ্ৰপ্ৰত প্ৰত প্ৰথম চন্দ্ৰপ্ৰত স্থানি কৰা কৰিবলৈ কৰিবল

www.lodhagroup.com



Mr. Rahul Dattaram Walkar Ms. Shweta Dattaram Walkar 402/A, Om-Siddhívinayak CHS Gundavali azad rd nR brncoffice Andheri E Mumbai-400059 +919870891610 129

bull. Bacinops

30-03-2018

Receipt No. 1700008275

\*GSTN No. - 27AAECE5555J1ZC

### **Payment Receipt**

CODENAME EPIC, Aurelia, F-901, 9TH Floor

Payment Milestone	Towards Consideration (₹)	ं st/gst* (र)	Intereșt (a) (र)	Admin Charges (b) (₹)	GST on (a) + (b) (₹) °	Total (₹)
Booking Amount-1	80,000.00	7,200.00				87,200.00
Excess						7,714.00
Booking Amount-2	102,846.00	8,228.00				111,074.00
Total(₹)	182,846.00	15,428.00				205,988.00
(In W	ords) Rupees Two	Lakhs Five Thou	ısand Nine Hu	ndred and Eig	hty Eight only	

	_			
Payment Mode	Particulars \	Instrument Date	Instrument No. / Code	Amount (₹)
CHEQUE	HDFC BANK	22-03-2018	10	205,988.00
Total(₹)				205,988.00

Received with thanks\*\*

from Rahul Dattaram Walker\*

\*including CGST & SGST, as applicable

the sum of Rupees Two Lakhs Five Thousand Nine Hundred and Eighty Eight only

Note: In case of cheque/DD payments, the payment has been credited to your account in line with the realization of the instrument, i.e. after 2 bank working days from date of receipt of instrument by Lodha.

For PALAVA DWELLERS PRIVATE LIMITED





1282518/RPT/T2300F0901M0

30-03-2018

Mr. Rahul Dattaram Walkar Ms. Shweta Dattaram Walkar 402/A, Om-Siddhivinayak CHS Gundavali azad rd nR brncoffice Andheri E Mumbai-400069 +919870891610

## **Payment Receipt**

Receipt No. 1700008275

CODENAME EPIC, Aurelia, F-901, 9TH Floor

Payment Milestone	Towards Consideration	\$T/G\$T* . (*)	Interest (a) (`)	Admiņ Charges (b) (`)	GST on (a) + (b) (*)	Total (`)
Booking Amount-1	80,000.00	7,200.00				87,200.00
Excess		•			,	7,714.00
Booking Amount-2	102,846.00	. 8,228.00			!	111,074.00
Total(')	182,846.00	15,428.00				205,988.00
(In W	ords) Rupees Two	Lakhs Five Thou	ısand Nine Hui	ndred and Eig	hty Eight only	
*including CGST & SGS	T, as applicable	•		*G	STN No 27AA	ECE5655J1ZC

CHEQUE HDFC BANK 22-03-2018 10	1
1 24 AD 1410 - 14	205,988.00
Total(')	205,988.00

Received with thanks\*\*

from Rahul Dattaram Walkar

the sum of Rupees Two Lakhs Five Thousand Nine Hundred and Eighty Eight only

Note: In case of cheque/DD payments, the payment has been credited to your account in line with the realization of the instrument, i.e. after 2 bank working days from date of receipt of instrument by Lodha.

For PALAVA DWELLERS PRIVATE LIMITED

er/Manager
\*\*Subject or realisation of payment



13)

#### 1282518/RPT/T2300F0901M0/Z4597/P1

Mr. Rahul Dattaram Walkar 402/A, Om-Siddhivinayak CHS Gundavali azad rd nR bmcoffice Andheri E Mumbai - 400069 +919870891610

### RECEIPT

Receipt No: 1400010613

Date: 30.03.2018

CODENAME EPIC
Building: Aurelia

Flat No: F-901, 9TH FLOOR

Particulars
Booking Amount-1

Атоunt(Rs) 9,000.00

Total:

9,000.00

as per details in the margin hereof:

RECEIVED with thanks from:

Mr. Rahul Dattaram Walkar Ms. Shweta Dattaram Walkar

the Sum Of Rupees Nine Thousand only

By APPR 243690, Dt-18.03.2018.

Note: In case of cheque/DD payments, the payment has been credited to your account in line with the realization of the instrument, i.e. after 2 bank working days from date of receipt of instrument by Lodha.

GSTN: 27AAECE5655J1ZC

For PALAYA DWELLERS PRIVATE LIMITED

rtner/Manager

Subject to Realisation of cheque



#### 1282518/RPT/T2300F0901M0/Z4597/P1

Mr. Rahul Dattaram Walkar 402/A, Om-Siddhivinayak CHS Gundavali azad rd nR bmcoffice Andheri E Mumbai - 400069 +919870891610

#### RECEIPT

Receipt No: 1400010609

Date: 30.03.2018

CODENAME EPIC Building: Aurelia Flat No: F-901, 9TH FLOOR

Flat No: F-901, 91H FLOOR

Particulars Amount(Rs)
Booking Amount-1 1,000.00

Total: 1,000.00

as per details in the margin hereof:

RECEIVED with thanks from: Mr. Rahul Dattaram Walkar

Ms. Shweta Dattaram Walkar

the Sum Of Rupees One Thousand only

By APPR 247136, Dt- 18.03.2018

Note: In case of cheque/DD payments, the payment has been credited to your account in line with the realization of the instrument, i.e. after 2 bank working days from date of receipt of instrument by Lodha.

GSTN: 27AAECE5655J1ZC

For PALAVA DWELLERS PRIVATE LIMITED

artner/Manager

Subject to Realisation of cheque



Date :- 07.05.2018.

To,
The Branch Manager
PNB Housing Finance Limited,

Dear Sirs/ Madam:

Re: Permission to mortgage unit no. F-901 on the 9TH FLOOR of the building named as Aurelia situated at CODENAME EPIC, Dombivali (E) (Hereinafter referred to as the "said Property") in favour of PNB Housing Finance Limited.

This is to confirm that we have allotted/sold unit no. F-901 admeasuring 441 sq. ft. (Net area) on the (said unit) of the building known as Aurelia situated at CODENAME EPIC, Dombivali (E) under construction / constructed by us to Rahul Dattaram Walkar and Shweta Dattaram Walkar under an Agreement to Sell dated 05.05.2018 registered with office of the Sub-Registrar of Assurance at Kalyan-5 on 05.05.2018 under Sr. No. KLN5-4760-2018.

We confirm that we have obtained necessary permissions/ approvals/ sanctions for construction of the said building from all the concerned competent authorities and the construction of the building as well as of the said flat are in accordance with the approved plans. We assure that the said flat as well as the said building and the land appurtenant thereto are not subject to any encumbrance of any kind whatsoever and that the entire property is free and marketable. We have a clear and marketable title to the said property and every part thereof.

We have borrowed from HDFC Bank whose NOC for this development of the property and have not created and will not create any encumbrances on the property allotted to the said purchasers during the currency of the loan sanctioned/to be sanctioned by the Bank to them subject to the due and proper performance and compliances of all the terms and conditions of the sale document by the said purchasers.

Rahul Dattaram Walkar and Shweta Dattaram Walkar has paid an amount of Rs. 192846/(Rupees One lakh Ninety Two Thousand Eight Hundred Forty Six Only) towards part
consideration value and a sum of Rs. 3664078/- (Rupees Thirty Six lakh Sixty Four Thousand
Seventy Eight Only) balance consideration value remains to be paid towards the cost of the said
unit.

Possession (for fit-outs) of the said flat will be given to Rahul Dattaram Walkar and Shweta Dattaram Walkar (the said Borrower) as per the terms and conditions of the Agreement to Sell on payment of full consideration of the unit along with society charges, other charges along with applicable taxes.

We are aware that the said Borrower has approached PNB Housing Finance Limited for a loan for purchasing/acquiring the said unit and that PNBHFL has agreed to sanction / grant the loan to the said Borrower to purchase/acquire the above unit and the said Borrower has agreed to mortgage the said unit in favour of PNBHFL as security for the said loan. We hereby confirm that we have no objection to the said Borrower mortgaging the said unit to PNBHFL by way of security for repayment of the said loan.



AND notwithstanding anything to the contrary contained in the said Agreement to sell, we hereby agree to note the aforesaid charge in our books in respect of the said unit and the said Borrower will not be permitted to transfer, assign, sell off/cancel or in any other way/manner deal with the said unit prejudicial to the interest of the aforesaid mortgagee without the prior written consent of PNBHFL.

We undertake to form a Co-operative Society / Ultimate Organization under the Maharashtra Unit & Apartment Ownership Act of the premises/unit holders in the aforesaid building. We agree to inform and give proper notice to the Co-operative Society / Ultimate Organization as and when formed, about and said unit/unit being so mortgaged to PNBHFL.

We will request the borrower to hand over the share certificates as and when issued by the Cooperative Society / Ultimate Organization in the name of borrowers to be sent directly to PNB HOUSING FINANCE LTD.

In the event of cancellation of Agreement to sell for any reason we shall refund the amount received from PNBHFL on behalf of the borrower in borrower's loan a/c with PNB HOUSING FINANCE LTD.

Please note that the payment for this transaction should be made by crossed cheque/Transfer of funds favouring "Palava Dwellers Private Limited".

Yours faithfully, For Palava Dwellers Private Limited

(Authorized Signatory)



Date: 07.05.2018.

To,
The Manager,
PNB Housing Finance Limited.

Dear Sir,

We thank you very much for disbursing the milestone payments in respect of your Customers (list
enclosed herewith) who have booked flats with us in project CODENAME EPIC on payment of 5% of
the Consideration as their own contribution.

Sr No	Customer Name	Project Name	Cluster	Wing	Flat No
1	Rahul Dattaram Walkar Shweta Dattaram Walkar	CODENAME EPIC	Casa Aurelia	F	901

- 2. Pursuant to the discussions we had with your officials, we confirm that in the event the bookings in respect of the Customers who are funded by the PNB Housing Finance Ltd and whose own contribution is less than 10% is cancelled/terminated, we shall upon such termination refund directly to PNB Housing Finance Ltd, the amounts disbursed by on behalf of such Customers without any objection, demur or deduction.
- 3. We have to request you to kindly acknowledge receipt hereof.

Yours faithfully,

For Palava Dwellers Private Limited .

Authorized Signator





COST SHEET	· · · · · · · · · · · · · · · · · · ·
Casa Aurelia Flat F-901 9TH FLOOR	
Rahul Dattaram Walkar / Shweta Dattaram Wal	kar
Type of charges	
Туроlоду	1BHK
Net Area	441
TOTAL CONSIDERATION VALUE	3856924
Stamp Duty^ .	135000
Registration^	30000
Provisional Building Common Area Maintenance (CAM) Charges for 60 months*	132300
Electric & water connection*	90750
Civic Governance Charges for 60 months*	88641
Electricity Deposit Reimbursement*	3000
Advance Property Charges for 18 months*	1985
GST on Consideration Value	308570
GST on Other Charges	47270

<sup>\*</sup> Shall be payable at the time of possession; these are estimates and may be revised at the time of offer of possession

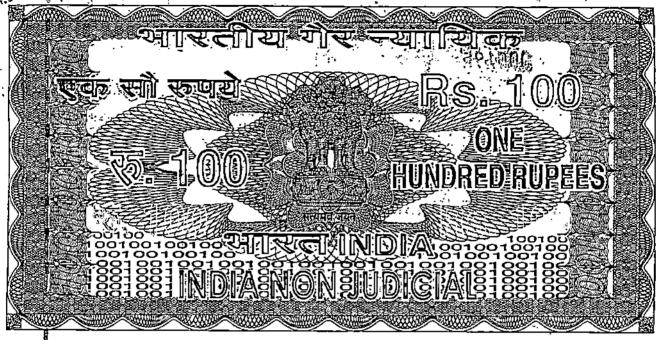
For Palava Dwellers Private Limited

**Authorized Signat** 

<sup>^</sup> Stamp duty and Registration charges are payable on ready reckoner value or Consideration value whichever is high

<sup>^</sup> For customers availing Budget Bonanza offer, Stamp Duty and/or Registration charges will be payable by Lodha

<sup>#</sup> All government taxes/levies, as may be applicable, shall be borne separately by the purchase



महाराष्ट्र MAHARASHTRA

**3** 2018 **3** 

TG 804899

This is the part of Loan Agreement.

प्रधान सुद्रांक कार्यालय, सुंबई. प.म्.वि.क्र. ८००००७ १ ५ MAY २०१८ सक्षम अधिकारी

श्री. एस. एस. <mark>पिसाळ</mark>

Dunn!

जोडपेन-१ /Annexure-।

क्रिक्स प्रतिकार प्रतिकार मुराकार उमस्य स्थान विक्रिक्स प्रतिकार प्राप्त वेणाया मुराकार उमस्य प्रविक्रियो जिल्ले /Only for Affidavil स्वांक विक्री क्रिक्स क्रिक्स अनु स्वांक जिल्ले श्री प्राप्त वेणाया प्रताय सही (Stamp Purchaser's Name, Place of Residence & Signature)

श्री. राजन गणपात शिंद परवाताचारक मुद्रांक विक्रेता प्रवान क्रमांक एस. एस. व्ही. - ८००००७ श्री. राजन गणपात शिंद परवाताचारक मुद्रांक विक्रेता प्रवान क्रमांक एस. एस. व्ही. - ८००००। अनुनिक्स माने, माला (प्रविच्या), मुंबई-५०००६, अनुनिक्स माने, माला (प्रविच्या), मुंबई-५०००६, अनुनिक्स माने आवश्यकार माने, मालाक (प्रविच्या), मुंबई-५०००६, अनुनिक्स कर्मांक जाने आवश्यकार माने (प्रविच्या) क्रमांक क्रमांक जाने (प्रविच्या) क्रमांक क्रमांक जाने (प्रविच्या) क्रमांक क्रमांक जाने (प्रविच्या) क्रमांक जाने (प्रविच्या) क्रमांक क्रमांक जाने (प्रविच्या) क्रविच्या क्रमांक जाने (प्रविच्या) क्रमांक जाने (प्रविच्या) क्रमांक इत्यापासून ६ महिन्यात वाचरण बंधनकारक आहे.

Tel.: 2880 7359 / Mob. 9820141066

PNB Housing Finance Ltd?

1st Ficor, Kapur House, Hanuman Road, Nr. Mahila Sangh School, \*\* Vile Parle (East), Mumbai - 408 057. Contact No. - 022 - 26190485

To,
PNB Housing Limited
Branch Name —
Address –
Date -
Subject – Request for availing "Pradhan Mantri Awas Yojana" against Loan Account Reference Number
Dear Sir/Madam,
I wish to avail under "Pradhan Mantri Awas Yojana" scheme against loan amount of INR 6 lac/INR 9,00,000/INR 1200,000 and provide me interest subsidy.
To be filled by Branch
Loan Account Number (Reference Number) - HOV/BRVL/0418/5/3939
Customer Name - Rahul Walkar
Loan amount - Rs. 38,65,000/-
Thanking You,

(Customer Signature)

PNB Housing Finance Limited, 9th Floor, Antriksh Bhawan, 22 Kasturba Gandhi Marg, New Delhi-110001



This letter ("the Letter") is executed on the day and the place as mentioned in the Schedule I by the Borrower", the details whereof are provided under the Schedule lattached hereto in favour of PNB Housing Finance Limited, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 9th Floor, Antriksh Bhawan, 22 Kasturba Gandhi Marg, New Delhi ("PNBHFL").

- At the request of the Borrower, PNBHFL has sanctioned a home loan ("the Loan") for an amount ("the Loan Amount") as set out under the Schedule I hereto subject to terms, conditions and covenants as stated in Loan Documents executed by and between the Borrower and PNBHFL and sanction letter. The details of the loan account ("the Loan Account") for the Loan are set out under the Schedule I hereto.
- 2. As part of sanction conditions principal amount of the Loan together with all Interest, compound interest, liquidated damages, costs, charges and expenses and all other money(ies) whatsoever due and payable by the Borrower shall be secured by the mortgage of certain Security, the details whereof are provided under the Loan Documents, in favour of PNBHFL by way of first exclusive registered charge.
- 3. The Borrower has represented to PNBHFL that it is eligible to avail the benefits under the "the Credit Linked Subsidy" ("the Scheme") which forms a part of "Pradhan Mantri Awas Yojana" notified and taken out by the Ministry of Housing and Urban Poverty Alleviation, Government of India under notification number 11026/06/2014-PPG/FTS-11733 dated June 26, 2015. The term Scheme shall mean all the prospective and/ or retrospective amendments and modifications made thereto from time to time by Ministry of Housing and Urban Poverty Alleviation, Government of India or any other competent authority.
- 4. Based on the said representation PNBHFL has agreed to include the Loan Account of the Borrower in the pool of the customers for availing the interest subsidy/ subvention under the Scheme.
- 5. Further as a precondition for applying under the Scheme, PNBHFL requires the Borrower to provide certain declarations which the Borrower has agreed to provide and which are appearing hereunder.
- 6. The Borrower hereby declares, undertakes, agrees and confirms as under:
  - A. The Borrower is eligible to avail the benefits under the Scheme as:
    - a. The Borrower falls and qualifies under the Economically Weaker Sections ("EWS")/ Lower Income Group ("LIG")/ Medium Income Group I (MIG I)/ Medium Income Group II (MIG II) category as per the Scheme, as the case may be and having annual household income as mentioned in the Schedule I and such number of family members as mentioned in Schedule II;
    - b. The tenure of the Loan of the Borrower is within the prescribed number of years as mentioned in the Schedule I for LIG, EWS, MtG I and MtG II as the case may be;
    - c. The Property being purchased is up to such area as prescribed under the Scheme and as mentioned under the Schedule 1 for LIG, EWS, MIG I and MIG II categories as the case may be;
    - d. The Borrower confirms to all the features of the Scheme as notified by the Ministry of Housing and Urban Poverty Alleviation, Government of India or any other competent authority as modified and amended from time to time.
  - B. The Borrower has not availed any benefit under "the Slum Redevelopment Scheme", "Affordable Housing in Partnership with Public and Private Sectors", "Subsidy for Beneficiary—led Individual House Construction" under Pradhan Mantri Awas Yojana taken out by the Ministry of Housing and Urban Poverty Alleviation, Government of India.
  - C. In case the Borrower has availed Loan for the under/new construction, renovation, incremental housing, the Borrower shall complete such construction, renovation within a period of 36 months from the date of the first disbursement of the Loan. In the event the benefit of subsidy is passed on to the Borrower based on the foregoing representation, the Borrower shall refund such benefit to PNBHFL forthwith on it's the fallure to complete the construction and/ or the renovation within the represented time.
  - D. The Borrower undertakes to pay the processing fee under as determined by PNBHFL along with expenses in the event the loan provided to the Borrower does not qualify for subsidy, under the Scheme.
  - E. In the event the Borrower is found eligible under Scheme by National Housing Bank for interest subvention/ subsidy, such subsidy/ benefit shall be adjusted against the principal amount under the Loan and the Borrower shall be liable to pay the revised EMI as mandated by PNBHFL in its sole discretion post making the said adjustment. The Borrower understands that no cash out benefit shall be given to him under any circumstances.
  - F. The Borrower agrees to repay the Loan on the repayment terms contained under the Loan Documents in the event the Borrower is not found eligible for the interest subvention/ subsidy by the National Housing Bank or as mandated by PNBHFL in its sole discretion. In such an event any benefit given under the Scheme, if any, shall be reversed and PNBHFL shall be entitled to debit the account of the Borrower to the extent of the benefit provided under the Scheme.
  - G. The Borrower declares that he has been explained the nuances of availing Loan under the fixed/ floating rate of interest.

Awaras

C Eum

- H. That the Borrower undertakes to indemnify and keep PNBHFL indemnified against all and in every manner against losses whether direct or indirect, expenses, claims, damages etc. that might arise and occasion to PNBHFL on account of the aforesaid declaration being false and/ or as a result of the breach of the aforesaid undertaking.
- I. This Letter shall form an integral part of the Loan Documents and shall constitute as one of the Loan Documents. Save and except as provided hereinabove, all the terms and conditions forming part of the Loan Documents shall continue to be applicable and binding on the Borrower.
- J. The capitalized terms herein shall have the meaning assign to it under this Letter. The capitalized term used herein but not defined shall have the meaning assigned to it under the Loan Documents and under General Terms & Conditions ("GTC") are registered with the office of Sub-Registrar VII at Delhi/New Delhi, on December 09, 2016 having Registration Number 979 in Book no 4, Vol. No. 1614 on Page Number 57 to 103 and at the office of Sub-Registrar at Karnal, Haryana on December 04, 2014 as Document Number 9326 under Book I, Vol. No. 534 at Page Number 82.

### Schedule I

Tick whichever is applicable	Category	Annual Household Income (INR)*	Carpet Area (square meters)	Maximum Tenure of subsidy (years)
	EWS	0 to 3,00,000/-	up to 30	20
	LIG	3,00,001/- to 6,00,000/-	up to 60	20
	MIG-I	6,00,001/- to 12,00,000/-	up to 90	20
	MIG-II	12,00,001/- to 18,00,000/-	up to 110	20
Date		_		<u> </u>
Place		·	· -	
Loan Amount				
Loan Account Nur	nber			

<sup>\*</sup>Annual Household Income shall mean income of not more than six family which shall include self, spouse unmarried sort daughter (above 18 years of age), the details whereof are provided here in below.

Yours Sincerely

Serial No.	Name		Signatures
<u> </u>	Rahul Walkar		A gwarter
	Shweta Walkar		C foreign ,
•		;	

<sup>&</sup>quot;The expression "Borrower" shall include their legal heirs, representatives, successors, executors, administrators and permitted assigns

### Schedule II

	Name of Family Member	Relationship	Annual Household Income (in lacs)	Age	Marital Status(Married /Unmarried)	Adhaar Number
1	Rahul Walkar	Self		28	Urmarried	3657243613
2	Shweta Walker	Mother		53	Married	603011668
3	Yogesh Walter	Brother	•	<u>ع</u> ک	Unmarried	6281615507
4	0	ļ				
5						
6						
	Total Annual Household Income (In Lacs)	. ,	· ·		·	





योगेश दत्ताराम वालकरः Yogesh Dattaram Walkar -जन्म तारीख/ DOB: 19/10/1985 पुरुष / MALE



पत्ता: Address: S/O वस्ताराम वालकर, रूम नं ११ मदिना चाळ आझाद रोड स्त्रीट नं २, गुंदवली Malma Cham Azad Road Street No 2. Gundavall Gavhan Near B M C Office, Andherl (East), Mumbal. Maharashtra - 400069 गावठाण निअर बी एम सी ऑफिस, अंधेरी, मुंबई, महाराष्ट्र - 400069

6281 6155 0718

6281 6155 0718

आधार-सामान्य माणसाचा अधिकार Aadhaar-Aam Admi ka Adhikar





### भारत सरकार

-Unigual gentification Authoritae Almalia

### Government of India

नोंदविष्याचा क्रमांक / Enrollment No 1216/00197/00373

To, श्वेता दत्ताराम वालकर Sweta Dattaram Walkar W/O Dattaram Walkar 2/11 Madiana Chawl Azad Road Near B M C Office Gundavali Gavthon Andheri E Mumbai Maharashtra 400069

Ref:/120 / 01C / 237408 / 239400 / P



UE115369761IN



आपला आकार क्रमांक / Your Aadhaar No.:

6030 1166 8633

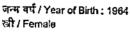
आधार — सामान्य माणसाचा अधिकार



मारत सरकार GOVERNMENT OF INDIA



श्चेता दत्ताराम बालकर Sweta Dattaram Walkar जन्म वर्ष / Year of Birth : 198





6030 1166 8633

आधार — सामान्य माणसाचा अधिकार





# भारतीय विशिष्ट पहचान प्राधिकरण

## भारत सरकार

Unique Identification Authority of India
Government of India

नामांकन क्रमांक/Enrolment No.: 1216/00128/15691

To: Rahul Dattaram Walkar (মন্ত্র ব্রামেন বারেক্ম) SKO Dattaram Walkar 2/11 Madina Chawl Azad Road Near 8.M.C.Office O. Gundavil Gaonthan ANDHERI EAST Mumbai



आपका आधार क्रमांक / Your Aadhaar No. :

\_\_3657 2436 1387

आधार — आम आदमी का अधिकार



SOVERNMENT DE JADIA



राहुल दत्ताराम वालकर Rahul Dattaram Walkar

जन्म वर्ष / Year of Birth : 1989 पुरुष / Male

3657 2436 1387



आधार — आम आदमी का अधिकार

Awaker

23-APR-18

PNB-Borirali

HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED

www.hdfc.com

PALAVA DWELLERS PVT LTD LODHA EXCELUS NM JOSHI MARG MUMBAI MAHARASHTRA 400011 2340

Gwush

Sub: Release / No Objection to the sale of Unit 901 In Building Aurelia Wing F in favour of Rahul Dattaram Walkar & Shweta Dattaram Walkar in Project Epic located at Palava Phase II, Sector E, Dombivili, Taluka Kalyan, District - Thane.

Dear Sir.

This is with reference to your letter dated 19-APR-18 informing HDFC regarding the sale of the above mentioned unit to Rahul Dattaram Walkar & Shweta Dattaram Walkar (the Purchaser) and your request for the NOC for sale and release of HDFC's charge on the unit.

Please note HDFC has perused your request and is agreeable to you selling the above mentioned unit and hereby releases its rights claims, interest and charge over the said Unit 901 in Building Aurelia Wing F admeasuring about 441 SQ.FT. carpet area in Project Epic, a Project financed by HDFC.

This NOC is subject to balance sales consideration (excluding TDS as applicable) being transferred/deposited into to Escrow Bank Account No. 50200028538878 held with HDFC Bank Ltd.

Please also note that the sale of the above mentioned unit would/will not affect the charge of all other flats/ shops/units including the land and construction thereon created in favour of HDFC Limited.

Yours faithfully,

Housing Development Finance Corporation Limited

Authorised Signatory

23-APR-18

PNB-Borinali.

HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED

www.hdfc.com

PALAVA DWELLERS PVT LTD LODHA EXCELUS NM JOSHI MARG MUMBAI MAHARASHTRA 400011 Girish

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Authorised Signatory

Regd. Office: Ramon House, H T Parekh Marg, 169, Backbay Reclamation, Churchgate, Mumbai 400 020. Tel: 61766000, 61766100. Fax: 022 - 22811205. Corporate Identity Number: L70100MH1977PLC019916