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1) देवकाश प्रकार: eSBTR/SimpleReceipt रकम: ₹.30000/-
बीडी/पनादेश/प ऑर्डर क्रमांक: MH000994229201819R दिनांक: 05/05/2018
बँकेचे नाव व प्रकार: IDBI
2) देवकाश प्रकार: By Cash रकम: ₹ 2500/-

~~श्री. अ. व. कुलकर्णी लिमिटेड को-२~~
कल्याण को. १९

बाजार मूल्य: ₹. 1449403.14 /-
मोबादना ₹. 3856924/-
भरलेले मुदतक शुल्क : ₹. 135000/-

Joint Sub Registrar Kalyan 5

12:13 PM हा वेळ मिळेल.
आपणास मूळ दस्त, प्रतिलिपि दि. २ वेदावे.

₹. 32500.00

पुणे:

₹. 30000.00
₹. 2500.00

नोदणी फी
दस्त होवाळणी फी
पुणेची सेवा: 125

गणवेश नाव: कोणी
दस्तावेजाचा गुणकामांक: कलम 5-4760-2018
दस्तावेजाचा प्रकार : कायदेशीर
घादर करणाऱ्याचे नाव: राहुल दत्तात्रय बाळकर --

पुणेची क्र.: 5127 दिनांक: 05/05/2018

Regn.: 39M

नोदणी क्र.: 39M

Original/Duplicate

Saturday, May 05, 2018
12:05 PM

507/4760

पुणेची

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Rahul Walker

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Hot Payment Successful. Your Payment Confirmation Number is 164017183

CHALLAN			
MTR Form Number - 6			
GRN NUMBER	MH000994229201819R	BARCODE	
Department	IGR	Payee Details	
Receipt Type	RE	Dept. ID (If Any)	
Office Name	IGR542-KLNS_KALYAN 5 JOINT SUB REGISTRAR	Location	PAN-AAECE5655J
Year	Period: From : 25/04/2018 To : 31/03/2099		Full Name
Object	Amount in Rs.	Flat/Block No, Premises/ Bldg	Palava Dwellers Pvt Ltd
0030046401-75	135000.00	Road/Street, Area /Locality	Flat 901 F Aurelia Epic Palava 2 Taloja Bypass Road
0030063301-70	30000.00	Town/ City/ District	Dombivli East Thane Maharashtra
	0.00	PIN	4 2 1 3 0 1
	0.00	Remarks (If Any) :	
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
Total	165000.00	Amount in words	Rupees One Lakhs Sixty Five Thousand Only
Payment Details:IDBI NetBanking Payment ID : 164017183		FOR USE IN RECEIVING BANK	
Cheque- DD Details:		Bank CIN No : 69103332018042750750	
Cheque- DD No.		Date	25-04-2018
Name of Bank	IDBI BANK	Bank-Branch	
Name of Branch		Scroll No.	

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 Form ID: 2018
 Date: 25-04-2018
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Rahul Walker

Datta

Data of Bank Receipt for GRN MH000994229201819R
Bank - IDBI BANK

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Bank/Branch :
 Pmt Txn Id : 164017183
 Pmt Dt/Time : 27/04/2018 14:14:28
 ChallanIdNo : 69103332018042750750
 District : 1201 / THANE
 Office Name : IGR542 / KLN5_KALYAN 5 JOINT SUB REGISTRAR

Simple Receipt
 Print Dt/Time :
 GRAS GRN : MH000994229201819R
 GRN Date : 27/04/2018 14:14:28

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

Only for verification not to be printed and used

Article : B25
 Prop Mvblty : Immovable
 Prop Descr : Flat 901 FAurelia EpicPalava 2 TalajaBypass Road , Dombivli EastThane
 Maharashtra
 421301
 Duty Payer : PAN-AAECE5655J Palava Dwellers Pvt Ltd
 Other Party : PAN-ABHPW7086Q Rahul Dattaram Walkar

Consideration : 38,56,924.00/-

Bank Branch : 100
 Bank's Credit Date : 02/05/2018
 Bank's Credit Date : 02/05/2018
 Mobile Number : 919930685063



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₹ 1,35,000.00	2096
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Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	Userid	Defacement Amount
1	(IS)-507-4760	0000684672201819	05/05/2018-12:03:37	IGR542	30000.00
2	(IS)-507-4760	0000684672201819	05/05/2018-12:03:37	IGR542	135000.00
Total Defacement Amount					1,65,000.00

Walkar
Deputy

Deputy
 सह. दुय्यम निबंधक वर्ग-२
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AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made at Mumbai this 05th day of May, 2018.

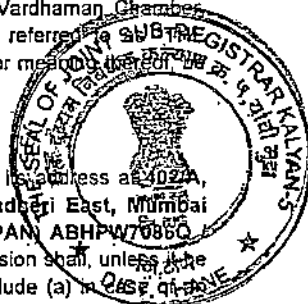
BETWEEN:

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

AND

Rahul Dattaram Walkar and Shweta Dattaram Walkar residing / having his address at 402/A, Om-Siddhivinayak CHS, Gundavali Azad Road, Near BMC office, Andheri East, Mumbai 400069 and assessed to income tax under permanent account number (PAN) ABHPW70850 ABKPW8918L, hereinafter referred to as the "PURCHASER" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include (a) in case of an individual, such individual's heirs, executors, administrators and assigns; (b) in case of a partnership firm, its partners for the time being, the survivors or the last survivor of them and legal heirs, executors, administrators or the permitted assigns of such last survivor of them; and (c) in case of a company or a body corporate or juristic entity, its successors and permitted assigns) of the Other Part.

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



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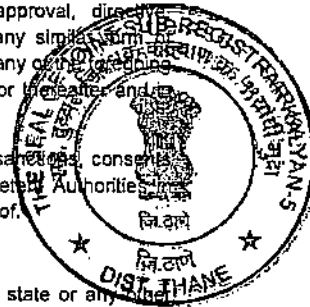
WHEREAS:

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

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

1. DEFINITIONS

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



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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.

1.9. "Building Protection Deposit" shall mean the amounts specified in the Annexure 6 (Unit and Project Details).

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1.10. "FCAM Charges" shall have the meaning ascribed to it in Clause 15.5.

1.11. "FCAM Commencement Date" shall mean the day from which the Purchaser will be required to pay BCAM Charges and FCAM Charges (if applicable) and will be the first day of the immediately succeeding month after the Date of Offer of Possession regardless of whether the Purchaser takes possession of the Unit.

1.12. "Car Parking Spaces" shall mean a location where a 4 wheel passenger vehicle can be parked. Car Parking Spaces includes open / stilt / covered parking spaces and maybe located in the basement, car park (including multi-level car park), podium etc.). Shortest walking distance between the Building entrance lobby and entry to location where car is parked shall not exceed 750 meters.

1.13. "Carpet Area" shall mean the net usable area of the Unit including the area covered by the internal partition walls of the Unit but shall exclude the area covered by external walls, areas under service shafts, exclusive balcony/ verandah/open terrace area or any exclusive open terrace area. Carpet area is calculated prior to application of any finishes (i.e. on bare shell basis). Carpet area is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of Carpet Area, the same shall be physically measured after removing all finishes that have been applied/fitted and the cost of removal and refitting of such finishes shall be borne by the Party which raises the dispute in relation to the measurement of Carpet Area.

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 cheque in question. If the amount of the said cheque and the cheque bouncing charges thereto are not paid within a period of 30 days from the date the cheque is not cleared in the first instance, the Cheque Bouncing Charges shall increase to 5 (five) per cent of the value of the cheque issued.

1.15. "Club" shall mean any recreation facility constructed for the use of the purchasers of units in the Project or the Larger Property.

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

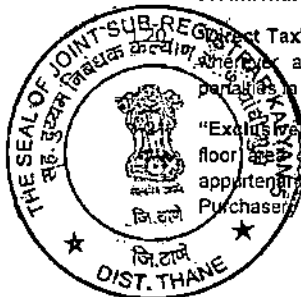
1.17. "Company Notice of Termination" shall have the meaning ascribed to it in Clause 11.2.1.

1.18. "Confidential Information" shall have the meaning ascribed to it in Clause 27.1 below.

1.19. "Date of Offer of Possession" or "DOP" shall mean the date on which the Company, by written intimation, makes the Unit available to the Purchaser along with the OC in respect of the Unit (the OC maybe for part or whole of the Building). The estimated DOP is set out at Annexure 6 (Unit and Project Details).

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

1.21. "Exclusive Balcony/ Verandah/Open Terrace Area" or "EBVT Area" shall mean the floor area of the balcony or verandah or open terrace as the case may be, which is appertaining 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



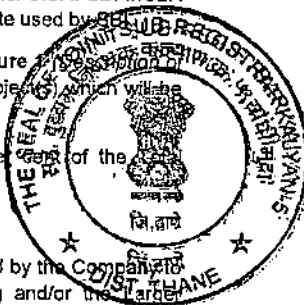
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basis) and is subject to tolerance of +/- 3 per cent on account of structural, design and construction variances. In case of any dispute on the measurement of EBVT Area, the same shall be physically measured after removing all finishes that have been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

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



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1.39. "Project" shall mean the project with RERA registration number as stated in Annexure 6 (Unit and Project Details) and with details as available with the concerned RERA authority (including current and proposed parts of the project). The Project may be part of a layout on the Larger Property which may comprise of various other buildings and/or projects.

1.40. "Purchaser Notice of Termination" shall have the meaning ascribed to it in Clause 11.3.1.b) below.

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"Refund Amount" shall mean:

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

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

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

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

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

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

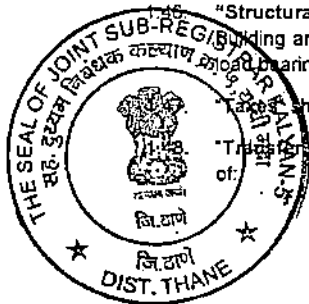
1.44. "Service Providers" shall have the meaning ascribed to it in Clause 15.15 below.

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

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

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

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



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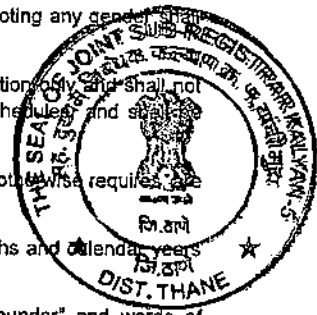
- a. the Unit or any part of the right, title or interest therein; and, or,
- b. the benefit of this Agreement; and, or,
- c. in case the Purchaser is a company, directly or indirectly, the change in (i) control and, or, management; and, or, (ii) shareholding constituting more than 25 per cent of the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

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

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

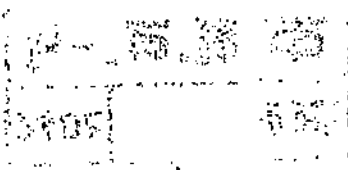
2. RULES FOR INTERPRETATION

- 2.1. All references in this Agreement to statutory provisions shall be construed as meaning and including references to:
 - a. Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
 - b. All statutory instruments or orders made pursuant to a statutory provision; and
 - c. Any statutory provision of which these statutory provisions are a consolidation, re-enactment or modification.
- 2.2. Words denoting the singular shall include the plural and words denoting any gender shall include all genders.
- 2.3. Headings to Clauses, Sub-Clauses and paragraphs are for information only and shall not form part of the operative provisions of this Agreement or the schedules and shall be ignored in construing the same.
- 2.4. References to recitals, clauses or schedules are, unless the context otherwise requires, references to recitals, to clauses of or schedules to this Agreement.
- 2.5. Reference to days, months and years are to Gregorian days, months and calendar years respectively.
- 2.6. Any reference to the words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to clauses or schedules of this Agreement as specified therein.
- 2.7. The words "include" and "including" are to be construed without limitation.
- 2.8. Any reference to the masculine, the feminine and the neutral shall include each other.
- 2.9. In determination of any period of days for the occurrence of an event or the performance of any act or thing shall be deemed to be exclusive of the day on which the event happens or



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

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

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

2.12. In case of any conflict between the provisions of Clause 21 and any other provisions of this Agreement, the provisions of Clause 21 shall prevail.

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

3. DISCLOSURES AND TITLE

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

- a. Nature of the Company's right, title and encumbrances, if any;
- b. The Approvals (current and future);
- c. The drawings, plans and specifications;
- d. Nature and particulars of fixtures, fittings and amenities.

3.2. The Purchaser confirms that the Purchaser has entered into this Agreement out of his own free will and without any coercion, and after reviewing and understanding a draft of this Agreement. The Purchaser has obtained suitable advice prior to entering into this Agreement and the Agreement is being entered into with full knowledge of the obligations and rights under this Agreement and the Applicable Law governing the same.

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

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



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

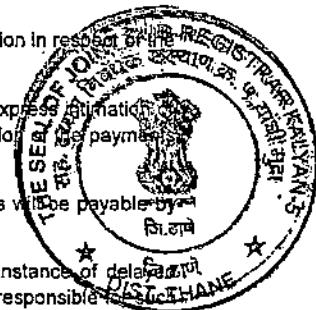
- 4.4. The Purchaser acknowledges that he has chosen the 'Construction Progress Linked Payment Plan' since it offers several advantages to the Purchaser, including that the installment payments may become due later in time than as envisaged at the time of entering into this Agreement, if the relevant construction milestones are delayed, thus compensating for the impact of any delay in construction on the Purchaser. This significantly reduces the risk of the Purchaser as compared to the 'Time Linked Payment Plan' option and the Purchaser has entered into this Agreement after taking into account the advantages and risks of the 'Construction Progress Linked Payment Plan'.
- 4.5. The Purchaser agrees and understands that Company has agreed to sell the Unit to the Purchaser on the specific assurance of the Purchaser that the Purchaser:
- Shall make payment of the Total Consideration as per the timelines set out at Annexure 6 (Unit and Project Details), without any delay or demur for any reason whatsoever;
 - Shall observe all the covenants, obligations and restrictions stated in this Agreement; and
 - Confirms that any breach or failure to observe the aforesaid covenants, obligations and restrictions would constitute a breach of the terms of this Agreement by the Purchaser.
- 4.6. It is clarified and the Purchaser accords his irrevocable consent to the Company to appropriate any payment made by him, notwithstanding any communication to the contrary, in the following manner:
- Firstly, towards the Cheque Bouncing Charges in case of dishonour of any cheque issued by the Purchaser;
 - Secondly, towards Interest due as on the date of payment;
 - Thirdly, towards costs and expenses for enforcement of this Agreement and recovery of the Total Consideration, dues and Taxes payable in respect of the Unit or any other administrative or legal expense incurred by the Company on account of delay in payment by the Purchaser and consequential actions required to be taken by the Company; and
 - Fourthly, towards outstanding dues including Total Consideration in respect of the Unit or under the Agreement.

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

- 4.7. In case of the dishonor of any cheque, the Cheque Bouncing Charges will be payable by the Party which issued the cheque in question.
- 4.8. The Parties agree that, in addition to the Interest, in case of every instance of delayed payment, either Party shall be entitled to recover from the other Party responsible for 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 and/or, plans and amendments thereto as approved by the relevant Authorities.



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5.2. The Purchaser is aware that while the Company has obtained some of the Approvals, certain other Approvals (or amendments to current Approvals) may be received from time to time. Having regard to the above position, the Purchaser has entered into this Agreement without any objection or demur and agrees not to raise and waives his right to raise any objection, in that regard.

5.3. The Parties agree that while the Company may make amendments to the plans or layouts of the Building and the Project as required for the execution of the Project or as may be directed by the competent Authorities. This may include any change wherein the Company, if permitted by the relevant Authorities, transferring the construction permissible on the Larger Property to any other property or transferring to the Larger Property the construction permissible on any other property at any time prior to conveyance of the Larger Property to the Purchaser or Ultimate Organisation. The Purchaser gives his consent for such changes provided such changes shall not result in change in location of the Unit (with respect to its position on a given floor), lowering of the Unit (with respect to its height above ground) or reduction in the Net Area more than 3 per cent of the Net Area. In case a change is proposed which adversely impact any of the aforesaid factors, separate written consent shall be obtained from the Purchaser.

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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

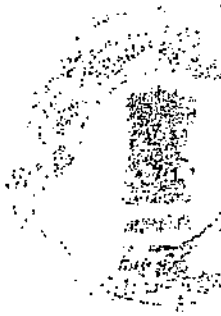
6.1. The Purchaser hereby grants his irrevocable consent to the Company to securitize the Total Consideration and/or part thereof and the amounts receivable by the Company hereunder and to assign to the banks / financial institutions the right to directly receive from the Purchaser the Total Consideration 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 any mortgage created or to be created over the Unit in connection with such Loan (which requires the prior written consent of the Company), the Purchaser shall remain solely and wholly responsible for the timely payment of the Total Consideration or the part thereof and/or any other the amounts payable hereunder.

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

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



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

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

8. CAR PARKING

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

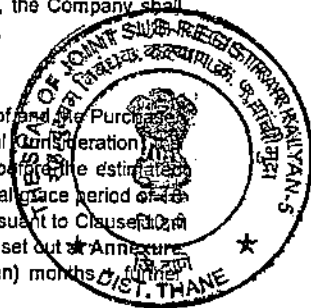
9. REGISTRATION

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

10. POSSESSION

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

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



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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/liable 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 of the Building within a period of 1 (one) year from the Extended DOP.

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10.4. 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 extension of time for making available the Unit for possession or completion of said Building if the same is delayed for reasons beyond the control of the Company including on account of any of the following:

- a. 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

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

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

11.2.1. 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 prejudice to any other rights or remedies available in law, have the option to terminate this Agreement sending the Company Notice of Termination.

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



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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**

14.1. 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 Building 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 Ultimate Organisation and return the same to the Company within 7 (seven) days from receipt thereof so as to enable the Company to register the Ultimate Organisation.

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14.2. Where the Project consists of more than one building, separate ultimate Organisations may be formed in respect of each building. The Company will apply for the registration of the Federation 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 of the Ultimate 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 ongoing development or otherwise.

14.4. 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.

14.5. 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.

14.6. 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 regard the Purchaser for himself and the Ultimate Organisation/Federation, waives all his rights and claims and undertakes not to claim and cause the Ultimate Organisation/Federation not to claim any such right in respect of the Building/ Larger Property.

14.7. The Company hereby agrees that it shall, before execution of Building Conveyance/ Federation Conveyance as contemplated herein, make full and true disclosure of the



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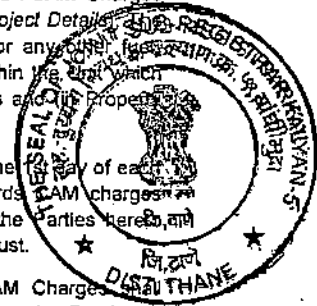
nature of its title to the Larger Property as well as encumbrances and/or claims, if any, in/over the Larger Property. The Company shall, as far as practicable ensure that at the time of such conveyance in favour of the Ultimate Organisation/Federation, the Larger Property is free from encumbrances.

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

- 15.1. 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.
- 15.2. 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:
- a. 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).
- 15.3. 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.
- 15.4. 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). CAM charges shall not include: (i) the cost associated with diesel (or any other fuel) consumption, water consumption and electricity/HVAC consumption within the Unit which shall be payable by the Purchaser on monthly basis based on actuals and (ii) Property Taxes.
- 15.6. The Purchaser shall be obliged to pay the same in advance on/before the 15th day of each quarter. The FMC shall provide reconciliation of the expenses towards CAM charges on/before 30th June after the end of the relevant financial year and the Parties hereto, shall covenant that any credit/debit thereto shall be settled on/before 30th August.
- 15.7. For the purposes of avoidance of doubt, it is clarified that the CAM Charges commence from the CAM Commencement Date, regardless of whether the Purchaser takes such possession or not.
- 15.8. 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 after the Date of Offer of Possession by 7.5 to 10 per cent per annum. In case the increase is to



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

- 15.9. The Purchaser undertakes to make payment of the estimated BCAM charges and FCAM 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 Maintenance Related Amounts stated in Annexure 6 (Unit and Project Details) are compulsorily payable by the Purchaser in the future upon demand being raised by the Company/Ultimate Organisation, regardless of whether the Purchaser uses some of the facilities or not. 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 access 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 payment.

- 15.12. 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.

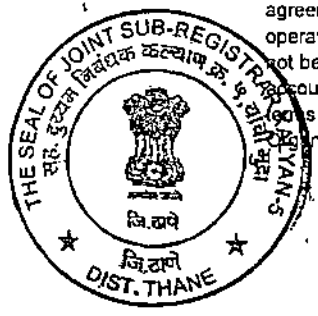
Club and Other Key Common Areas

- 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.



- 15.14. 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 not been counted in FSI (FSI Free Constructed Spaces) by the concerned authorities on account of such spaces so as to facilitate the recreation/comfort of the purchasers. The terms of such arrangements shall be binding on the Purchaser and the Ultimate Organisation, subject to the following restrictions:



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- a. Such FSI Free Constructed Spaces cannot be sold. The tenure for use of such FSI Free Constructed Spaces by the Service Providers shall not exceed 15 (fifteen) 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 30th April of each financial year, based on the estimate provided by the FMC, which shall be provided on or before 15th 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 on account of such Shortfall Amount and the same shall entirely be to the account of the purchasers.

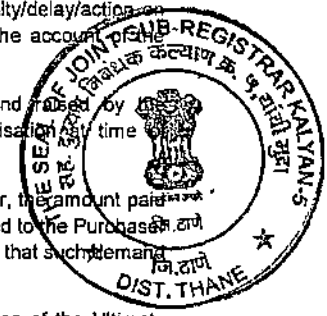
16.4. In case there is any surplus amount collected vis-à-vis the demand raised by the Authorities, the same shall be handed over to the Ultimate Organisation at the time of handover of the affairs of the Ultimate Organisation to the purchasers.

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 demand 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. BUILDING PROTECTION DEPOSIT



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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 fit-out / 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 fit-out or interior works in the Unit. On receiving this notification, the Company representatives/ nominees shall inspect the Unit, its immediate vicinity and attached Common Areas and Amenities like lift lobbies, etc. for compliance with possession policy and policy on permissible changes. If all changes made by the Purchaser are in adherence to the possession policy then the Building Protection Deposit shall be returned.

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17.4. In the event any violations are observed by the Company's representatives/ nominees then 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.

18. INDIRECT TAXES AND LEVIES

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

19. INTEREST

19.1. 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.

20. PURCHASER'S COVENANTS

The Purchaser, for himself and with the intention to bring all persons into whosever hands 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



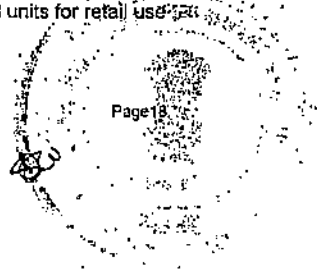
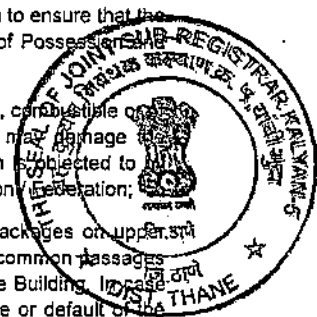
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the Ultimate Organisation / Federation or concerned local or any other Authority or change / alter or make addition in or to the Unit or the Building or any part thereof and shall:

- (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, Partis 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.
- c. 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 Possession and kept in good and proper condition.
- d. The Purchaser shall not store any goods which are of hazardous, combustible or dangerous nature in the Unit, other than cooking gas, which may damage construction or structure of the Building or the storage of which is subjected to the concerned local or other Authority or the Ultimate Organisation / Federation;
- e. The Purchaser shall not carry or cause to be carried heavy packages on upper floors which may damage or is likely to damage the staircases, common passages or any other structure of the Building, including entrances of the Building. In case any damage is caused to the Building on 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 used for residential use only, office units for office use only, retail units for retail use only.



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

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

i. 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 further ensure that refurbishing / major overhaul is done every 5 years, starting from Date of Offer of Possession.

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Not to put any claim in respect of the restricted amenities including open spaces, any space available for hoardings, gardens attached to other units or terraces and the same are retained by the Company as restricted amenities. The Purchaser is aware that certain parts of the Building shall be allocated for exclusive use of certain users/residents. The price of the Unit has been determined taking this into consideration and the Purchaser waives his right to raise any dispute in this regard.

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

l. To pay to the Company within 7 (seven) days of demand by the Company, his share of HVAC and diesel consumption charges in the Unit which will be calculated on a pro-rata basis.

m. To clear and pay increase in Taxes, development charges, water charges, insurance and such other fees, levies, if 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.

n. 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

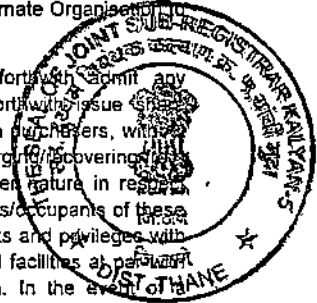
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liable/required to provide any furniture, items, electronic goods, amenities, etc. as displayed in the sample unit, other than as expressly agreed by the Company under this Agreement.

- q. 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.
- r. 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.
- s. 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 Organisation to issue such consents and, or, permissions forthwith on request.
- u. The Purchaser agrees and acknowledges that it shall forthwith admit any purchasers of units in the Building / Project and shall forthwith issue the necessary certificates and other necessary documents in favour of such purchasers, without raising any dispute or objection to the same, and without charge, covering them any fees, donation or any other amount of whatsoever nature in respect thereof. Further, it is hereby agreed that the purchaser/lessees/occupants of these unsold unit/s shall enjoy and shall be entitled to enjoy all rights and privileges with respect to the use of the Common Areas and Amenities and facilities at par with any other member of the Ultimate Organisation/Federation. In the event of 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.
- v. 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.



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w. 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.

x. Upon and after handover of the management of the Building to the Ultimate Organisation, the Ultimate Organisation (and its members) will be responsible for fulfillment 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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The Purchaser, if resident outside India, shall solely be responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 (FEMA), Reserve Bank of India Act and Rules made thereunder or any statutory 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 enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other Applicable Law. The Purchaser understands and agrees that in the event of any failure on his 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**

21.1. 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 document.

22. **MISCELLANEOUS**

Nothing 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 deemed 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: xxxxxxx". Any correspondence not mentioning the customer ID shall be deemed to be non-est/null and void.

23. DISPUTE RESOLUTION AND GOVERNING LAW

- 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 Mumbai.
- 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.

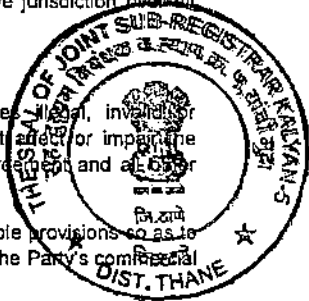
24. SEVERABILITY

- 24.1. If at any time, any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under Applicable Law that shall not affect or impair the legality, validity or enforceability of any other provision of this Agreement and all other provisions of the Agreement shall survive.
- 24.2. The Parties shall negotiate in good faith to replace such unenforceable provisions so as to give effect nearest the provision being replaced, and that preserves the Party's commercial 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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26.1. 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.

CONFIDENTIALITY	
क.ल.न.-४	The Parties hereto agree that all the information, documents etc. exchanged to date and
दस्ता क्र. ४०२६	which may be exchanged including the contents of this Agreement and any documents
२६	executed in pursuance thereof (Confidential Information) is confidential and proprietary
१०/११	and shall 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
	shall survive even after handing over of the Unit and is legally binding on the Parties 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:

- a. 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
- c. 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. [Signature]
2. [Signature]



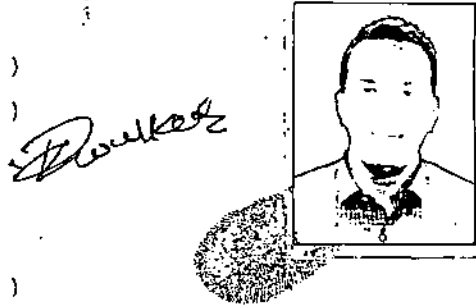
SIGNED AND DELIVERED

By the within named Purchaser)
 Rahul Dattaram Walkar)

Shweta Dattaram Walkar

In the presence of:

1. [Signature]
2. [Signature]



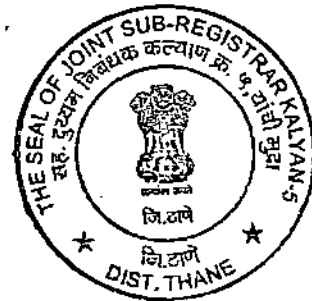
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Annexure 1

(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)

1. 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.
2. 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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AMC/NRE-3

Pradip Garach
Advocate
High Court, Bombay

6, Rose-Fls-Apartments,
L. B. S. Road, Kharvel,
Kurla (West), Mumbai - 400 070
Mobile : 9820501547
Email:pradipgarach@gmail.com

CORROENDUM

Palava Dwellers Private Limited

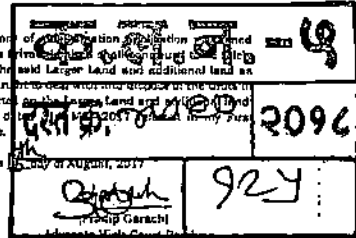
(In-Parte)

Re: Property comprised in land bearing various Survey numbers, Hissa numbers and lying being and situated at Village Khoni and Antari, Taluka Kalyan, District Thane.

1. 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/Addendum dated 14th August 2017 wherein it is inter alia certified that Palava Dwellers Private Limited is entitled to the Larger Land and said additional land as Owner thereof and Samvra Buildtech Private Limited are entitled to carry out development of the same.
2. In the Supplemental Report on Title/Addendum dated 14.08.2017, inadvertently, the reference of First Supplemental Report on Title dated 31st May 2017 particularly state of affairs of amalgamation referred therein, remained to be incorporated. With a view to incorporate the same, I give hereunder this Corrigendum to add further development as to the Special Resolutions for approval of Scheme of Amalgamation of Samvra Buildtech Private Limited, Palava Dwellers Private Limited with Lotha Developers Private Limited. Pursuant to the said Resolution, Samvra Buildtech Private Limited, Palava Dwellers Private Limited and Lotha Developers Private Limited have filed their respective C. S. Application No.740 of 2017, 742 of 2017 and 738 of 2017 before the National Company Law Tribunal (NCLT), Mumbai Bench under the provision of Section 230 to 232 and other relevant provisions of Companies Act 2013 for merger. On 2nd August 2017, the Hon'ble Bench has allowed the said Applications.
3. Hence, my Addendum dated 14.08.2017 stand modified and be read and construed accordingly.

4. In any event, during pendency of application of Section 230 and hereinafter, Palava Dwellers Private Limited and exclusively entitled to the said Larger Land and said additional land as absolute Owner thereof with right to deal with and dispose of the Units in the buildings being constructed on the Larger Land and said additional land pursuant to the Agreement of Supplemental Report on Title.

Dated this 14th day of August, 2017



Pradip Garach
Advocate
High Court, Bombay

6, Rose-Fls-Apartments,
L. B. S. Road, Kharvel,
Kurla (West), Mumbai - 400 070
Mobile : 9820501547
Email:pradipgarach@gmail.com

FIRST SUPPLEMENTAL REPORT ON TITLE

Re: Property comprised in land bearing various Survey numbers, Hissa numbers and adjoining lying being and situated at Village Khoni Taluka Kalyan, District - Thane.

1. This has reference to my Report on Title dated 15th November 2016 wherein I have inter alia opined that (i) Palava Dwellers Private Limited is entitled to the Larger Land more particularly described in Schedule thereunder written and (ii) Samvra Buildtech Private Limited is having leasehold rights on the portion of the Larger Land with right to carry out development and deal with the construction thereon.
2. Ever since issuance of the said Report on Title, there are certain material development envisaged with the effect from 1st June 2017 which, in turn, causes variation with regard to the title of the said Larger Land and part thereof as follows:-
3. I am informed that by respective Special Resolutions passed by the shareholders of Palava Dwellers Private Limited, Samvra Buildtech Private Limited and Lotha Developers Private Limited at their respective extra ordinary general meetings held on 02.05.2017, 06.04.2017 and 27.04.2017 respectively, a scheme for amalgamation of Samvra Buildtech Private Limited and Palava Dwellers Private Limited with Lotha Developers Private Limited with effect from 1st June 2017 has been approved. In this regard, an Application has been filed before the National Company Law Tribunal seeking its sanction to the said scheme of amalgamation.
4. Pending the sanction of scheme of amalgamation, in the meanwhile, by an Agreement dated 31st May 2017 executed between Palava Dwellers Private Limited and Samvra Buildtech Private Limited it is inter alia agreed between the Parties thereto that Palava 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 therein.
5. In the light of the aforesaid developments, Palava Dwellers Private Limited shall continue to be solely and exclusively entitled to the said

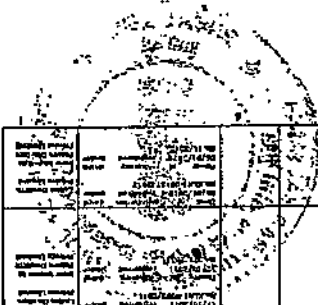
Larger Land more particularly described in the Schedule thereunder written as an absolute Owner thereof with right to deal with and dispose of the Units in the buildings being constructed on the said Larger Land as stated hereinabove.

6. In the premises aforesaid, the Report on Title dated 15th November 2016 stands modified and be read and construed accordingly.

Dated this 31st day of May 2017



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Pradip Garach
 Advocate
 High Court, Bangalore
 L. S. S. Road, Bangalore
 Mobile : 9820219147
 Email: pradipgarach@gmail.com

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Pradip Garach
Advocate
High Court, Bombay

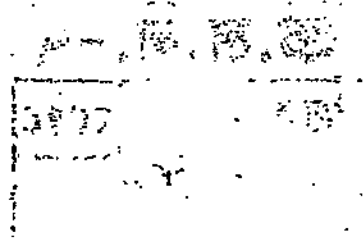
8, Roz-Fus-Apartments,
L. S. S. Road, Kharwest,
Khar (West), Mumbai - 400 070
Mobile : 9822561547
Email:pradipgarach@gmail.com

- 11A on the said additional Land. The Collector of Thane and Competent Authority has also vide aforesaid orders, sanctioned the lay out plans for development of the Special Township Project.
12. I have not taken independent Search of litigation filed for and against the said Company in respect of the said additional land. The Company has informed me that there are following litigations pending:-
- 5). A Regular Civil Suit No.203 of 2014 has been filed by Shanilaram Sakharam Keshwale and Others against the Company and other co-owners inter alia in respect of land comprised in Survey Nos.42/3 and 42/7 of Village Khoni before Civil Judge (Junior Division) Kalyan. Under the said Suit, Plaintiffs are seeking declaration that the land comprised in aforesaid survey numbers be declared as Joint Hindu Family Property and in turn also claiming their respective undivided shares therein. In any event, there is no adverse order passed in the said Suit which restrict the rights of the said Company to deal with the aforesaid land and construction thereon.
13. Subsequently, by and under Lease Deed dated 16th September 2015 executed and registered under No.KLM-6292/2015 with the Sub-Registrar of Assurances at Kalyan read with Deed of Lease dated 10.11.2014, by Palava Dwellers Private Limited as the Lessor of the One Part and Samvara Buildtech Private Limited as the Lessee of the Other Part and as amended, whereunder the Lessor has demised unto Lessee the Project Land more particularly described in Schedule thereunder written forming a part of the additional land i.e. Survey No.142, 43/1, 42/7 and 42/5 of Village Khoni for premium and rent on terms, conditions and covenants stated therein to carry out development on the said Project Land and also deal with and dispose of premises in the building being constructed thereon.
14. I am informed the portion of the said additional land i.e. Survey Nos.141/1, 43/3 and 43/2 is also being developed by Samvara Buildtech Private Limited along with the portion of the said Larger Land and requisite document for the leasing out the same will be executed in due course.

15. On the basis of aforesaid findings, I am of opinion that Palava Dwellers Private Limited is entitled to the said additional land as Owner thereof and on the portion of the said additional land as Joint Hindu Family Property Limited are entitled to carry out development of the same.

Dated this 14th day of August 2017

Pradip Garach
Pradip Garach
Advocate High Court, Bombay



Pradip Garach
Advocate
High Court, Bombay

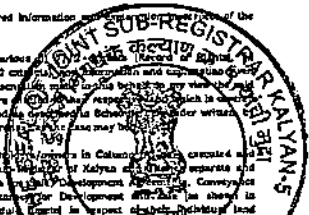
8, Roz-Fus-Apartments,
L. S. S. Road, Kharwest,
Khar (West), Mumbai - 400 070
Mobile : 9822561547
Email:pradipgarach@gmail.com

REPORT ON TITLE

1. I have investigated the title of my clients Palava Dwellers Private Limited (Company) in the land bearing diverse Survey Numbers, Mian Numbers, respective areas mentioned in Column "B", "C" and "D" in the Schedule hereunder written, lying being said situated at Village Khoni (hereafter collectively referred to as "Larger Land") acquired by my clients from the Original Landholders, whose names are mentioned in Column "A" of the said Schedule, under the documents recited in Column "E" of the said Schedule.
2. For the purpose of investigation, I have perused and verified the following documents in connection to the said Larger Land.
- a) 7/12 Extracts (Record of Rights) and 6/12 extracts (Mutation Entries) recorded therein in respect of the said Larger Land and verified details of title derived upon the respective Land Holders/Owners to their respective land.
- b) Reviewed Originals and/or Certified true copies (as the case may be) of the relevant documents viz. Deed of Conveyance, Development Agreements, Agreements for Sale, Deed of Confirmation, Declarations and Powers of Attorney & other ancillary documents mentioned in the Column "E" executed and registered with concerned Sub-Registrar by respective said Land Holders/Owners of Column "A" in favour of Letha Dwellers Pvt. Ltd and Mahaveer Build Estate Private Limited (now merged with Palava Dwellers Private Limited) as Developers/ Purchasers as mentioned in the Column "F" of the Schedule hereto in connection with the said Larger Land acquired by said Company.
- c) Permissions under Section 63 (1A) of Sub-section (1) under Maharashtra Tenancy and Agricultural Land Act, 1948 and notification thereto issued by the Competent Authority, Department of Revenue and Forest, for acquisition of the said Larger Land.
- d) Permissions under section 200 of Bombay Tenancy and Agricultural Land Act, 1948 for the relevant land which is situated

by the protected tenants under the said Act which is forming part of Larger Land mentioned in the Schedule hereunder written.

2. Besides, I have gathered information from the Revenue Record of the said Larger Land.
4. On perusal of the various documents, I am of opinion that the said Company is entitled to the said Larger Land as Owner thereof and on the portion of the said additional land as Joint Hindu Family Property Limited are entitled to carry out development of the same.
5. These individual landholders in Column "A" of the Schedule hereunder written, registered with the Sub-Registrar of Kalyan as tenants and their respective Development Agreements, Agreements for Sale, Deeds of Confirmation, Declarations, Agreements for Sale, Deeds of Confirmation, Declarations, letter of possession thereto of their respective land with Letha Dwellers Pvt. Ltd and Mahaveer Build Estate Private Limited (now merged with Palava Dwellers Private Limited), for sale and development of their respective land.
6. Pursuant to the said documents, the said Land Holders/Owners have handed over possession of their respective land to the said Purchasers / Developers.
7. By virtue of the aforesaid documents, I am of opinion that Palava Dwellers Private Limited are entitled to the said Larger Land as absolute owners thereof and having complete development rights to carry out development thereon.
8. The Revenue Record viz. Record of Rights are mutated in favour of Palava Dwellers Private Limited, pursuant to the Deed of Conveyance mentioned in Column "E" of the Schedule hereunder written.
9. In the premises aforesaid, Letha Dwellers Private Limited have envisaged consolidated scheme of Development of Special Township on the said Larger Land and accordingly plans are submitted to MCD.



37

Pradip Garach
 Advocate
 High Court, Bombay

S. Parvita-Apartment,
 L. B. S. Road, Kanwer,
 Kurla (West), Mumbai - 400 070
 Mobile: 9822501547
 Email: pradipgarach@gmail.com

10. By letter dated 19th June, 2013 Environmental Department has issued clearance to develop land in the said Larger Land by constructing building therein on the terms and conditions stated therein. Thereafter, by another letter dated 21st February 2015 Environmental Department has sanctioned the Environmental Clearance in respect of the said Larger Land on terms and conditions stated therein.
11. Pursuant to the said Environmental Clearance, Maharashtra Pollution Control Board by its letter dated 20th January 2014 read with amended letter of Consent dated 23rd December 2013, has granted consent to establish and/or develop Phase - I for the Special Township Project Inter alia in respect of the said Larger Land on terms and conditions stated therein.
12. By Order bearing No. (A) Revenue/K-1/T-7/STP/ER-39/2014 dated 28th March 2014, (B) Revenue/K-1/T-7/STP/ER-39/2014 dated 10th September 2014, (C) Revenue/K-1/T-7/STP/ER-39/2014 in Special/Township Kalyan/STP/ER-10/2016 dated 21st July 2016 and (D) Revenue/K-1/T-7/STP/ER-39/2014 in Special/Township Kalyan/STP/ER-20/2016 dated 26th August 2016 issued by the Collector, Thane wherein a Special Township Project is given Final sanction over the land situated in Village Khool more particularly described in Schedule thereunder written which are the land described in the Schedule hereunder written of Village Khool.
13. Further, notification dated 1st January 2014 issued under Maharashtra Regional Town Planning Act by Government of Maharashtra with Accompaniment a SCHEDULES - A whereunder regulations for development of Special Township Project in area under the sanction development plan inter alia Regulation 2 provides for special concessions. Under sub-clause (a) of the said Regulation 2 that the land which is forming part of the Special Township Project will become free from any encumbrance as soon as the Special Township scheme is notified and sanctioned in so much as such land deemed to have been converted to Special Township and the respective permissions which are required and will be sanctioned under the said Regulation 2.

क. व. अ. प्र. लि. (प्रा. व. अ. प्र. लि.)
 दास्त क्र. 34/724
 20/12/2016

Subsequently, under Lease Deed dated 16th September 2015 executed and registered under No. KLM-4-579/2015 with the Registrar of Companies at Kalyan read with Deed of Lease dated 10.11.2014, by Palava Dwellers Private Limited as the Lessor of the One Part and Palava Dwellers Private Limited as the Lessee of the Other Part and an amended Lease Deed dated 10.11.2014, by Palava Dwellers Private Limited as the Lessor and Palava Dwellers Private Limited as the Lessee of the Other Part, the Project Land more particularly described in Schedule hereunder written forming a part of the Larger Land is carry out development on the said Project Land and also deal with and dispose of premises in the building being constructed thereon.

Palava Dwellers Private Limited (No. 1) Palava Dwellers Private Limited (No. 2) and Palava Dwellers Private Limited (No. 3) have taken certain rights on the property of certain land which is situated in Village Khool, Taluka Kalyan, District Thane, Maharashtra. The said land is situated in Survey No. 37/1A, 37/1B, 37/2A, 37/2B, 37/2C, 37/2D, 37/2E, 37/2F, 37/2G, 37/2H, 37/2I, 37/2J, 37/2K, 37/2L, 37/2M, 37/2N, 37/2O, 37/2P, 37/2Q, 37/2R, 37/2S, 37/2T, 37/2U, 37/2V, 37/2W, 37/2X, 37/2Y, 37/2Z, 37/2AA, 37/2AB, 37/2AC, 37/2AD, 37/2AE, 37/2AF, 37/2AG, 37/2AH, 37/2AI, 37/2AJ, 37/2AK, 37/2AL, 37/2AM, 37/2AN, 37/2AO, 37/2AP, 37/2AQ, 37/2AR, 37/2AS, 37/2AT, 37/2AU, 37/2AV, 37/2AW, 37/2AX, 37/2AY, 37/2AZ, 37/2BA, 37/2BB, 37/2BC, 37/2BD, 37/2BE, 37/2BF, 37/2BG, 37/2BH, 37/2BI, 37/2BJ, 37/2BK, 37/2BL, 37/2BM, 37/2BN, 37/2BO, 37/2BP, 37/2BQ, 37/2BR, 37/2BS, 37/2BT, 37/2BU, 37/2BV, 37/2BW, 37/2BX, 37/2BY, 37/2BZ, 37/2CA, 37/2CB, 37/2CC, 37/2CD, 37/2CE, 37/2CF, 37/2CG, 37/2CH, 37/2CI, 37/2CJ, 37/2CK, 37/2CL, 37/2CM, 37/2CN, 37/2CO, 37/2CP, 37/2CQ, 37/2CR, 37/2CS, 37/2CT, 37/2CU, 37/2CV, 37/2CW, 37/2CX, 37/2CY, 37/2CZ, 37/2DA, 37/2DB, 37/2DC, 37/2DD, 37/2DE, 37/2DF, 37/2DG, 37/2DH, 37/2DI, 37/2DJ, 37/2DK, 37/2DL, 37/2DM, 37/2DN, 37/2DO, 37/2DP, 37/2DQ, 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37/2WX, 37/2WY, 37/2WZ, 37/2XA, 37/2XB, 37/2XC, 37/2XD, 37/2XE, 37/2XF, 37/2XG, 37/2XH, 37/2XI, 37/2XJ, 37/2XK, 37/2XL, 37/2XM, 37/2XN, 37/2XO, 37/2XP, 37/2XQ, 37/2XR, 37/2XS, 37/2XT, 37/2XU, 37/2XV, 37/2XW, 37/2XX, 37/2XY, 37/2XZ, 37/2YA, 37/2YB, 37/2YC, 37/2YD, 37/2YE, 37/2YF, 37/2YG, 37/2YH, 37/2YI, 37/2YJ, 37/2YK, 37/2YL, 37/2YM, 37/2YN, 37/2YO, 37/2YP, 37/2YQ, 37/2YR, 37/2YS, 37/2YT, 37/2YU, 37/2YV, 37/2YW, 37/2YX, 37/2YY, 37/2YZ, 37/2ZA, 37/2ZB, 37/2ZC, 37/2ZD, 37/2ZE, 37/2ZF, 37/2ZG, 37/2ZH, 37/2ZI, 37/2ZJ, 37/2ZK, 37/2ZL, 37/2ZM, 37/2ZN, 37/2ZO, 37/2ZP, 37/2ZQ, 37/2ZR, 37/2ZS, 37/2ZT, 37/2ZU, 37/2ZV, 37/2ZW, 37/2ZX, 37/2ZY, 37/2ZZ

- 144/6B, 144/6C, 38/2A1, 44/3A1 forming part of the said Larger Land mentioned in the Schedule hereunder written and the Proposed construction therein being Factor - B) by and under Mortgage Deed dated 05/08/2014 registered under No. KLM-3-7798/2014 from IDBI Trusteeship Services Private Limited ("Mortgage").
15. I have not taken independent search of litigation filed for and against the said Company in respect of the said Larger Land. The Company has informed me that there are following litigations pending:-
 - (i) A Special Civil Suit No. 37 of 2015 filed by one Shankar Raghunath Khare and another (Plaintiff) against Ramchandra Marud Kulkarni and Others (Defendants) before Court of Civil Judge (Senior Division) Kalyan inter alia in respect of land bearing Survey No. 143/1 to 2, 144/1/2 B.C., 144/1/3 and 144/1/4. The Plaintiffs have applied for interim relief but the same is not granted by Civil Court. In any event, there is no adverse order so far passed against the Defendants which adversely affect development of the said Larger Land including disposal of the constructed premises to the prospective purchaser in the said development. The said suit is pending.
 - (ii) A Regular Civil Suit No. 203 of 2014 has been filed by Shantaram Babhram Kulkarni and Others against the Company and other co-owners inter alia in respect of land comprised in Survey No. 143/1 to 2, 144/1/2 B.C., 144/1/3, 144/1/4, 42/2 of Village Khool before Civil Judge (Junior Division) Kalyan. Under the said Suit, Plaintiffs are seeking declaration that the land comprised in aforesaid survey numbers be declared as Joint Hindu Family Property and in turn also claiming their respective undivided shares therein. In any event, there is no adverse order passed in the said Suit which restrict the rights of the said Company to deal with the aforesaid land and construction thereon.
 - (iii) A Regular Civil Suit No. 56 of 2014 has been filed by Arjuna Tukaram Patil and Others against the Company and other co-owners inter alia in respect of land comprised in Survey No. 144/1/3 and 144/1/4 of Village Khool before Civil Judge (Junior Division) Kalyan. Under the said Suit, Plaintiffs are seeking declaration for partition and share in the said land. In any event, there is no adverse order passed in the said Suit which restrict the rights of the said Company to deal with the aforesaid land and construction thereon.

Pradip Garach
 Advocate
 High Court, Bombay

S. Parvita-Apartment,
 L. B. S. Road, Kanwer,
 Kurla (West), Mumbai - 400 070
 Mobile: 9822501547
 Email: pradipgarach@gmail.com

16. Subsequently, under Lease Deed dated 16th September 2015 executed and registered under No. KLM-4-579/2015 with the Registrar of Companies at Kalyan read with Deed of Lease dated 10.11.2014, by Palava Dwellers Private Limited as the Lessor of the One Part and Palava Dwellers Private Limited as the Lessee of the Other Part and an amended Lease Deed dated 10.11.2014, by Palava Dwellers Private Limited as the Lessor and Palava Dwellers Private Limited as the Lessee of the Other Part, the Project Land more particularly described in Schedule hereunder written forming a part of the Larger Land is carry out development on the said Project Land and also deal with and dispose of premises in the building being constructed thereon.
17. Pursuant to the said Lease Deed dated 16th May 2014 issued by the Registrar of Companies the name of Palava Dwellers Private Limited has been changed to Palava Dwellers Private Limited.
18. By Order dated 16th January 2015 in Company Scheme Petition No. 639 and 640 of 2014 Maheshwari Build Estate Private Limited and another was ordered to be amalgamated with Palava Dwellers Private Limited with effect from February 17, 2015. Under the said Order, the entire business and undertaking of Maheshwari including but not limited to land, building, investments, loans, advances, approvals, permissions, rights, obligations have been transferred to and vested in Palava Dwellers Private Limited. In the premises aforesaid, Palava Dwellers Private Limited became entitled to the Larger Land more particularly described in the Schedule hereunder written as absolute Owners thereof.
19. I have seen Certificate dated 07.10.2016 issued by Shri. A. A. Gupta and Associates, the Practising Company Secretary to the effect that he has carried out an online search through the Official website of the Ministry of Corporate Affairs and his Report inter alia indicates Mortgage dated 05.08.2014.
20. In the premises aforesaid and subject to above, I am of opinion that
 - (i) Palava Dwellers Private Limited is entitled to the said Larger Land more particularly described in the Schedule hereunder written as absolute Owners thereof and

THE ENCUMBRANCES REFERRED TO:

S. No.	Name of the Landholder / Owner	Survey No.	Area (sq. ft.)	Area (acres)	Date of Creation	Particulars of the Encumbrance	Particulars of the Encumbrance
1	Palava Dwellers Private Limited (No. 1)	144	144	3.28	14/11/2015	Mortgage Deed dated 05/08/2014 registered under No. KLM-3-7798/2014	Joint Hindu Family Property
2	Palava Dwellers Private Limited (No. 2)	144	144	3.28	14/11/2015	Mortgage Deed dated 05/08/2014 registered under No. KLM-3-7798/2014	Joint Hindu Family Property
3	Palava Dwellers Private Limited (No. 3)	144	144	3.28	14/11/2015	Mortgage Deed dated 05/08/2014 registered under No. KLM-3-7798/2014	Joint Hindu Family Property
4	Palava Dwellers Private Limited (No. 4)	144	144	3.28	14/11/2015	Mortgage Deed dated 05/08/2014 registered under No. KLM-3-7798/2014	Joint Hindu Family Property
5	Palava Dwellers Private Limited (No. 5)	144	144	3.28	14/11/2015	Mortgage Deed dated 05/08/2014 registered under No. KLM-3-7798/2014	Joint Hindu Family Property



Prady Garath
Advocate
High Court, Bangalore

L. B. Ramesh Kumar
District Judge - 429 076
High Court, Bangalore
Bangalore-560002

<p>ಶ್ರೀ. ಬಿ. ರಾಜೇಶ್ - ೪ ರಾ. ಕ. ಸಿ. ೨೦೧೬</p>	<p>ಶ್ರೀ. ಬಿ. ರಾಜೇಶ್ - ೪ ರಾ. ಕ. ಸಿ. ೨೦೧೬</p>	<p>ಶ್ರೀ. ಬಿ. ರಾಜೇಶ್ - ೪ ರಾ. ಕ. ಸಿ. ೨೦೧೬</p>	<p>ಶ್ರೀ. ಬಿ. ರಾಜೇಶ್ - ೪ ರಾ. ಕ. ಸಿ. ೨೦೧೬</p>
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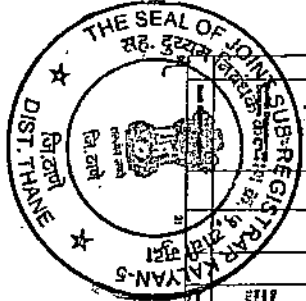
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<p>ಶ್ರೀ. ಬಿ. ರಾಜೇಶ್ - ೪ ರಾ. ಕ. ಸಿ. ೨೦೧೬</p>	<p>ಶ್ರೀ. ಬಿ. ರಾಜೇಶ್ - ೪ ರಾ. ಕ. ಸಿ. ೨೦೧೬</p>	<p>ಶ್ರೀ. ಬಿ. ರಾಜೇಶ್ - ೪ ರಾ. ಕ. ಸಿ. ೨೦೧೬</p>	<p>ಶ್ರೀ. ಬಿ. ರಾಜೇಶ್ - ೪ ರಾ. ಕ. ಸಿ. ೨೦೧೬</p>
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Prady Garath
Advocate
High Court, Bangalore

L. B. Ramesh Kumar
District Judge - 429 076
High Court, Bangalore
Bangalore-560002

<p>ಶ್ರೀ. ಬಿ. ರಾಜೇಶ್ - ೪ ರಾ. ಕ. ಸಿ. ೨೦೧೬</p>	<p>ಶ್ರೀ. ಬಿ. ರಾಜೇಶ್ - ೪ ರಾ. ಕ. ಸಿ. ೨೦೧೬</p>	<p>ಶ್ರೀ. ಬಿ. ರಾಜೇಶ್ - ೪ ರಾ. ಕ. ಸಿ. ೨೦೧೬</p>	<p>ಶ್ರೀ. ಬಿ. ರಾಜೇಶ್ - ೪ ರಾ. ಕ. ಸಿ. ೨೦೧೬</p>
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<p>ಶ್ರೀ. ಬಿ. ರಾಜೇಶ್ - ೪ ರಾ. ಕ. ಸಿ. ೨೦೧೬</p>	<p>ಶ್ರೀ. ಬಿ. ರಾಜೇಶ್ - ೪ ರಾ. ಕ. ಸಿ. ೨೦೧೬</p>	<p>ಶ್ರೀ. ಬಿ. ರಾಜೇಶ್ - ೪ ರಾ. ಕ. ಸಿ. ೨೦೧೬</p>	<p>ಶ್ರೀ. ಬಿ. ರಾಜೇಶ್ - ೪ ರಾ. ಕ. ಸಿ. ೨೦೧೬</p>
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22nd July 2016
Prady Garath
Advocate
High Court, Bangalore

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Annexure 4
(Key Approvals)

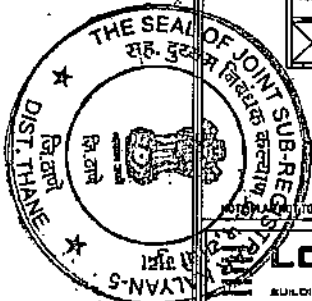
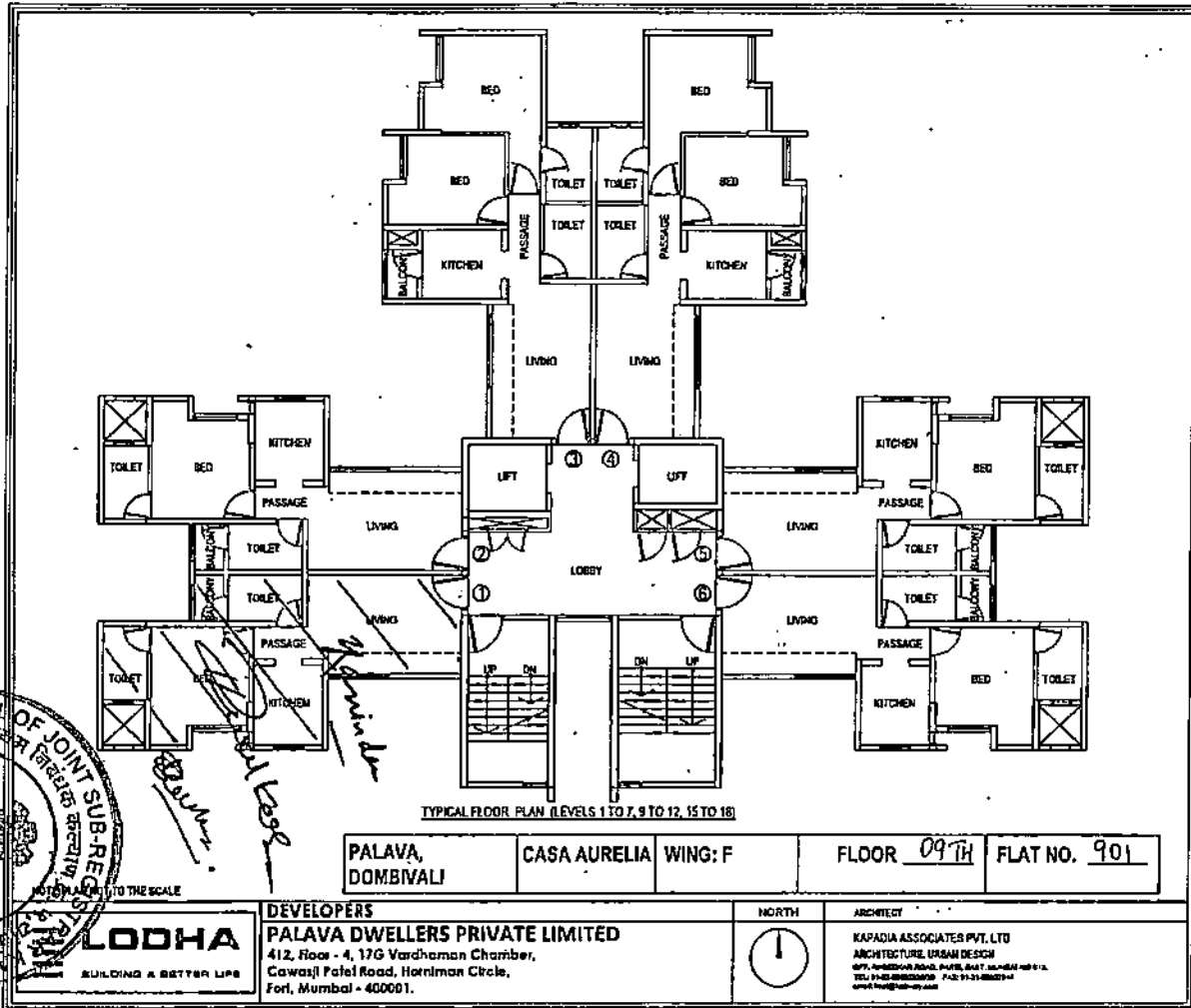
No.	Approval/Document	Date of Document	Document Ref No.	Issuing Authority
1.	Environmental Clearance	21 st February 2015	SEAC-2013/CR 298/TC-1	Environment Department, Government of Maharashtra
2.	Consent to Establish	20 th January 2014	Consent Order No. Format 1.0/BO/CAC-cell/RO-KN/EIC-KN-6545-13/E(part)/CAC-610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



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LODHA
BUILDING A BETTER LIFE

DEVELOPERS
PALAVA DWELLERS PRIVATE LIMITED
412, floor - 4, 17G Vardhaman Chamber,
Cawasji Patel Road, Horniman Circle,
Fort, Mumbai - 400001.



NORTH

ARCHITECT
KAPADIA ASSOCIATES PVT. LTD
ARCHITECTURE, URBAN DESIGN
OFF. 402/403/404/405, 17G VARDHAMAN CHAMBER,
Cawasji Patel Road, Fort, Mumbai - 400001.
TEL: 2610 8800/8801 FAX: 2610 8802/8803
www.kapadia.com

PALAVA, DOMBIVALI | CASA AURELIA WING: F | FLOOR 09TH | FLAT NO. 901

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629	2602	2092	2602
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Annexure 6

(Unit and Project Details)

- (I) CUSTOMER ID : 1282518
- (II) Correspondence Address of Purchaser: 402/A, Om-Siddhivinayak 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):

Sr. 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 may be made before or after the other milestones, depending on the date of initiation of the relevant milestone.



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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
1 BHK	4
2 BHK	5
3 BHK	5
4 BHK or larger	6

(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:

o Amenities for each building:

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२५	२२५	

- Two automatic 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 equivalent sanitaryware.
- Kitchen finished with Granite Platform; stainless steel sink.
- Separate utility area in each apartment#.
- Separate wardrobe area in bedroom#.
- Provision for one telephone point in each apartment.
- Advanced Fibre technology provision with access for high speed internet.
- Intercom.
- Air-conditioned bedroom/s with split air-conditioner.

* Exceptions shall not be provided in some units.

All amenities below shall be maintained, owned/controlled by the PCMC or specialist operators as per the terms & conditions of the arrangements/agreements with them;



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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.



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Annexure 8

(Purchaser Notice of Termination)

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.

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

1. 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;
2. On and from the receipt of the Notice of Termination by the Company, the ATS shall stand terminated and I / we shall have no further right, title or interest in the Unit except in relation to the Refund Amount;
3. The Refund Amount is to be determined and paid to me/us in accordance with the provisions of the ATS; and
4. 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)

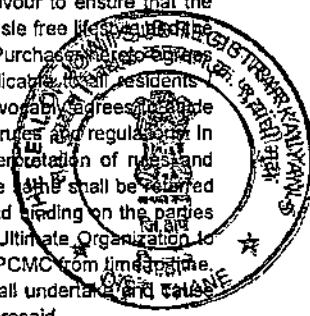
1. Additional Definitions

- 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 www.mypalava.in) (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.
4. 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. The long term value of the Unit / Building / Project is enhanced. The Purchaser hereby agrees and acknowledges that such rules and regulations shall be applicable to all residents habitants / owners of units / Project / Palava City and hereby irrevocably agrees to be bound 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 decision shall be referred to the PCMC's governing council and its decision shall be final and binding 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 from time to time. The Purchaser along with the other purchasers in the Building shall undertake to cause 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

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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 Company and of the PCMC, which determination shall be binding on the Purchaser. Civic Governance Charges.

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

The CGC shall become payable from the CAM Commencement Date. The CGC shall continue 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 / before the 1st day of each month / quarter.

- 9. 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

- 10. 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 same.

- 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

- 12. 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 contracts shall be binding on all residents / citizens of the Project and all residents / Purchaser / ultimate organisations / federations shall adhere to the same without raising any objection thereto. The Purchaser has no objection to the above and waives all his rights to raise any objection.



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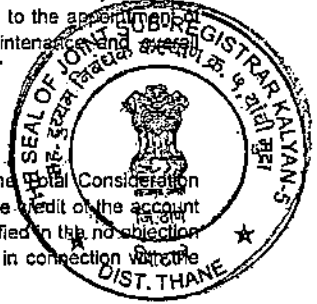
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13. The Company shall ensure that any share of revenue / profits paid by the third parties under such contracts are paid directly to PCMC and are used for activities related to the development and up-gradation of the Project and these monies are not 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 terms 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 appointment of such nominee/s appointed for the management, operations, maintenance and general control as aforesaid.

Payment of Total Consideration

18. The Purchaser agrees and undertakes to make the payment of the Total Consideration and all other amounts due and payable under this Agreement to the credit of the account as stipulated by the Company or to the entity and account as specified in the no objection certificate or letter issued by the bank or other financial institution in connection with the sale of the Unit.



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Coupon No: _____

CONGRATULATIONS

Dear customer,

In support of the Prime Minister's mission of 'Housing for All', Lodha Group is proud to pass on the benefits of the incentives extended under Union Budget 2017

Budget Bonanza shall be given to you towards payment of stamp duty at the time of booking (or within 21 days thereafter)

Project: _____

Application No: _____

Date of application: ___/___/20___

Wishing you all the prosperity and happiness with your new home.

Prashant

Prashant Bindal
Chief Sales Officer

Prakash

Signature of
Primary Applicant

Shweta

Signature of
Joint Applicant

Rahul Dattaram Walke

Name of
Primary Applicant

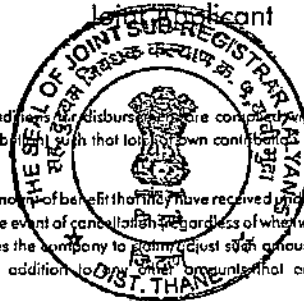
Shweta Dattaram Walke

Name of
Joint Applicant

Terms & Conditions:

After minimum payment of 19.9% of CV OR after home loan (HL) is sanctioned and all conditions for disbursement are complied with (excluding the amount that will be contributed by Company towards Stamp Duty or Own Contribution) with that loan, own contribution 1 HL disbursement will be min. 19.9%; ^ O CAM/FCAM/CGF;

By availing of this Budget Bonanza, the Purchaser(s) confirms that he/she/they/it shall repay the amount of benefit that they have received under Budget Bonanza, along with interest thereon @ 18% p.a. with quarterly rest, to the Company in the event of cancellation regardless of whether cancellation is initiated by Purchaser or Company). Further, the Purchaser(s) expressly authorizes the company to adjust such amount from the amounts paid by the Customer - any such repayment/adjustment shall be in addition to any other amounts that are recoverable/payable by the Customer in the event of cancellation.



GOVERNMENT OF MAHARASHTRA

Urban Development Department
Mantralaya, Mumbai 400032

Date: 1st March, 2014

NOTIFICATION

Maharashtra Regional and Town Planning Act, 1966

No. TFS 1271/1966 CR-24/1966-12

Whereas, the Government has appointed the Mumbai Metropolitan Region Development Authority (MMRDA) as a Special Planning Authority under the provisions of section 40 of the Maharashtra Regional and Town Planning Act, 1966 (Maharashtra XXXVII of 1966) (hereinafter referred to as 'the said Act') vide Notification No. TFS-1271/1966 CR-24 dated 15th March, 1976 (hereinafter referred to as 'the said Special Planning Authority') for the Ambenah, Kalyan-Bidkar and Surrounding Notified Area (hereinafter referred to as 'the said Notified Area');

And whereas, in exercise of the powers conferred under section 40 of the said Act, the Government of Maharashtra vide Notification, Urban Development Department No. TFS-1271/1966 CR-24 dated 15th March, 1976 has declared the 'Regulation' for the Development of Special Township Projects in the said Notified area;

And whereas, as per the said Development Plan, the lands in Villages Khani and Antul, Tal. Kalyan, Dist. Thane, as specified in the 'Schedule-A' appended hereto, are included in Urbanisable Zone-2 (U-2);

And whereas, M/S Loda Dwellers Pvt. Ltd. (hereinafter referred to as 'the Applicant Company') have submitted a proposal to the Government for grant of Locational Clearance in respect of an area which includes (i) 1211 Clusters (Area: 194.53 Ha. Acre) (including the area specified in Schedule-A appended hereto) in Villages Khani and Antul Tal. Kalyan Dist. Thane for the purpose of development as

"Special Township Project" (hereinafter referred to as 'the said Project');

And whereas, the Government in the Forest Department and the Irrigation Department have given their No Objection Certificates on certain conditions for according Locational Clearance for the said Project;

And whereas, after making necessary enquiry and consulting the Director of Town Planning, Maharashtra State Government, the Government is of the opinion that the proposal submitted by the Applicant Company in regard to lands measuring approx. 111-47-55.94 Ha. Acre at villages Khani and Antul, Tal. Kalyan, Dist. Thane is in accordance with the provisions of the Development Control Regulations (including the Regulation for Special Township Projects presently applicable to the said Area and lands) the said Project can be declared to be a Special Township Project and grant Locational Clearance under Section 44 of the said Act.

Now, therefore, without prejudice to the provisions of the said Act, the Government, in exercise of the powers conferred under sub-section (2) of Section 44 of the said Act, hereby declares the said Project to be a 'Special Township Project' over an area measuring approx. 111-47-55.94 Ha. Acre, more specifically described in 'Schedule-A' appended hereto, and grants Locational Clearance to the same, subject to the following terms and conditions:

Terms and Conditions:

1) The applicant company must have the ownership/development right in respect of the lands under the Special Township Project. This Locational Clearance for the Special Township Project is given only in respect of the area owned and possessed by the Applicant Company as mentioned in the Schedule-A appended to this Notification. The Applicant Company shall be responsible for the proof of ownership of the lands specified in Schedule-A, Ownership documents, original Revenue records and undivided measurement plan should be submitted to the concerned Special Planning Authority by the Applicant Company while applying for

Development permission. It shall be the responsibility of the Applicant Company to submit to the Special Planning Authority a copy of Memorandum of Understanding duly notarized, entered into between the Applicant Company and the land owners as well as the others concerned, before obtaining the Letter of Intent. If any document regarding the ownership of Development Rights of lands included in this Special Township Project is found to be false or any judicial proceeding arises regarding the same, then it shall be the sole responsibility of the Applicant Company and in such circumstances, the Locational Clearance granted will be treated as cancelled. The remarks / no objection certificate / letter of approval of ownership rights of the lands specified in Schedule-A shall be obtained from the Divisional Commissioner, Kalyan Division, Kalyan Bhavan, Next Mumbai by the Applicant Company.

2) As per the Environmental Impact Assessment Notification dated 11th September, 2005 and as per the Notification dated 1st January, 2011 issued by the Government of Maharashtra, Government of India, as amended from time to time, for the lands specified in Schedule-A, No Objection Certificate from the Environment Department of the State Government and the Ministry of Forest Department of the State Government shall have to be obtained by the Applicant Company before obtaining the Letter of Intent from the Special Planning Authority.

3) The conditions mentioned in the No Objection Certificate No. TFS-1271/1966 CR-24 dated 15/03/2013 of the Environment Department of the State Government, addressed to the Applicant Company, shall be binding on the Applicant Company.

4) It shall be the responsibility of the Applicant Company to ensure that no part of the land is involved in the said Project and an undertaking to this effect shall be submitted to the Special Planning Authority.

5) The Distance from the river, canal, lake and other water resources shall be kept as per the Development Control Regulations. The conditions mentioned in Irrigation Department's No Objection Certificate/Letter, dated 10/7/11 shall be binding on the Applicant Company.

6) The area under the Special Township Project is approximately 111-47-55.94 Ha. Acre. Before obtaining the letter of Intent from the Special Planning Authority, the Applicant Company should obtain No Objection Certificates from the Divisional Commissioner, Kalyan Division, Kalyan Bhavan, Next Mumbai, conforming that there is no Government Land or Tribal Land included in the Special Township Project. If any Tribal land is included in the said Project, then it shall be the responsibility of the Applicant Company to first get the lands transferred with its prior approval of Government to 'S' Section 28-A 36A and other provisions of the Maharashtra Land Revenue Act, 1956, before obtaining the Letter of Intent from the Special Planning Authority.

7) Some lands in the said Special Township Project are covered by provisions of section 31 and 34 of the Maharashtra Tenancy & Agricultural Lands Act and some lands are encroached lands. Regarding such lands, the Applicant Company shall follow the appropriate procedure as per law and shall obtain the No Objection Certificate from the Divisional Commissioner, Kalyan Division, Kalyan Bhavan, Next Mumbai, before obtaining the Letter of Intent from the Special Planning Authority. The Special Planning Authority, should grant the Letter of Intent only after completion of the legal procedure in respect of such lands.

8) In case of the F. P. No. 112 Entries, there are some entries in the 'Other Rights' column. The Applicant Company shall do the needful regarding resolving the issue of such entries in the Other Rights column. In case of any dispute in this regard, the responsibility shall lie with the Applicant Company.

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Government of Maharashtra

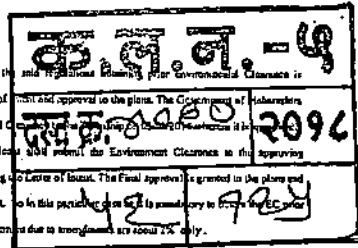
SEAC-2013/CR.29/TC-1
 Environment department,
 Room No. 217, 2nd floor,
 Maharashtra Secretariat,
 Mumbai 400 011.
 Date: 21st February, 2015

To,
 M/s. Lada Dwellers Pvt. Ltd.
 Lada Parkin, Apollo Mills Compound,
 N.M. Joshi Marg, Malabar,
 Mumbai-400 011.

Subject:- Amendment in Environmental Clearance for Construction project of Residential Township at Village Heladana, Anardi, Khamb, Kals and Umbaroli Tal. Kalyan, Dist. Thane by M/s. Lada Dwellers Pvt. Ltd.

Reference:- Even number environmental clearance letter dated 19th June, 2013.

1. This has reference to your communication on the above mentioned subject.
 2. It is noted that, the proposal earlier considered by SEAC-II in its 13th meeting and recommended to SEIAA. SEIAA in its 61st meeting decided to accord grant of EC in this project. Accordingly EC has been issued to the project vide letter no SEAC-2013/CR.29/TC-1 dated 19th June, 2013. The Authority read the D.O. letter no. SEIAA-2014/CR.153/TC-1 dated 29th November, 2014 by Add. Chief Secretary, Environment Department, GoM to Secretary, MoEF/ACC regarding amendment in EC issued in the building project.
 In the 60th SEIAA meeting, you stated that, the said project is a Special Township project intended to provide affordable housing. The Government of Maharashtra has streamlined the Development Control regulations for development of Special Township project

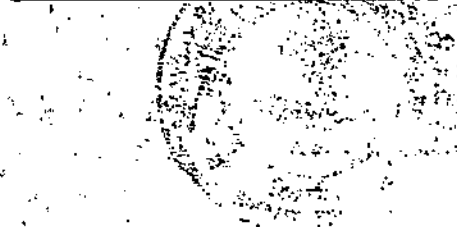


on 01/02/2014. As per the Environmental Clearance is mandatory prior to Letter of Intent. The Government of Maharashtra has accorded its Environmental Clearance to the project. It is mentioned that the Applicant must submit the Environmental Clearance to the Approving Authority prior to obtaining Letter of Intent. The Final approval is granted in the plans and layout after Letter of Intent. In this particular case it is mandatory to obtain Environmental Clearance to approval and as the increment due to amendments are about 2% only.

After discussing the proposed changes in detail and considering OM dated 19.06.2013 issued by MoEF wherein it is clarified that SEIAA/ENAC need not focus on the other issues which are normally looked after by the concerned local bodies, SEIAA decided to accord approval to the amendment sought in the EC as below:-

Sr. No.	Details	Earlier Proposal - EC granted dtd. 19 th June, 2013	Proposed Amendment & Expansion in EC granted dtd. 15 th June, 2015	Remarks
1	Name of the Project	development on plot at Village Heladana, Anardi, Khamb, Kals and Umbaroli Tal. Kalyan, Dist. Thane.	Amendment & Expansion in Environmental Clearance for Residential Township on plot at Village Heladana, Anardi, Khamb, Kals and Umbaroli Tal. Kalyan, Dist. Thane.	No change
2	Project Proponent	M/S Lada Dwellers Pvt. Ltd., 214, Shah & Natar Road, West Mumbai-400 018, Maharashtra.	M/S Lada Dwellers Pvt. Ltd., Regd. Office-214, Shah & Natar Road, West Mumbai-400 018, Maharashtra. Corporate Office- Lada Parkin, Apollo Mills Compound, N.M. Joshi Marg, Malabar, Mumbai 400 011.	No change
3	Total Plot Area	36,30,025 sqm.	37,00,665 sqm.	Plot area added by 70,600 sq.metre (1.95%)
4	Total permeable Builtup Area	61,71,110.50 sqm (175%), 10,49,943 sqm (Total Construction BUA)	62,91,130 sqm (FSI), 10,59,078 sqm (Total Construction BUA)	Construction BUA increased by 2,04,110 sq.m. (1.95%)

Sl. No.	Particulars	During Operation Phase - 75.51 MLD	During Operation Phase - 77.18 MLD	Minor changes due to increase in treatment.
7	Water Requirement	Fresh Water: 42.28 MLD Recycled Water: 33.18 MLD	Fresh Water: 43.29 MLD Recycled Water: 33.87 MLD	
8	Waste Water Generation	67 MLD	68.26 MLD	Minor changes due to increase in treatment.



1. The applicant must be a citizen of the United States or a resident alien who has been lawfully admitted for permanent residence in the United States for at least one year immediately preceding the date of application.

2. The applicant must be at least 18 years of age at the time of application.

3. The applicant must be of sound mind and body, and must not be afflicted with any mental or physical defect which would render him or her incapable of performing the duties of the position to which he or she is applying.

4. The applicant must not be a member of any organization which advocates the overthrow of the Government of the United States.

5. The applicant must not be a member of any organization which advocates the commission of any crime which is prohibited by the laws of the United States.

6. The applicant must not be a member of any organization which advocates the commission of any act which is prohibited by the laws of the United States.

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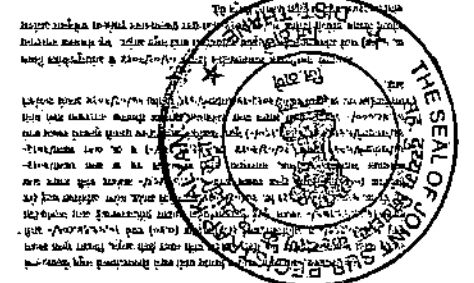
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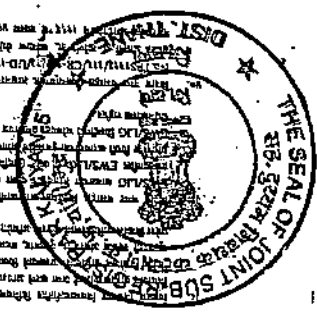
1. The first part of the document discusses the importance of maintaining accurate records for all transactions. It emphasizes that every entry should be supported by a valid receipt or invoice to ensure transparency and accountability.

2. The second part outlines the specific procedures for recording income and expenses. It details how to categorize different types of transactions and provides examples of how to correctly enter them into the accounting system.

3. The third part addresses the process of reconciling bank statements with the company's records. It explains the steps to identify and resolve any discrepancies, ensuring that the books are balanced and accurate.

4. The fourth part discusses the importance of regular audits and reviews. It highlights how these checks can help identify errors, prevent fraud, and ensure that the financial statements are reliable and compliant with applicable laws and regulations.

5. The final part provides a summary of the key points and offers advice on how to maintain a strong financial foundation for the business through diligent record-keeping and regular financial reviews.



6. The document also covers the requirements for reporting to the tax authorities. It explains the deadlines for filing returns and the consequences of non-compliance, including penalties and interest charges.

7. Additionally, it provides information on how to access various government services and programs, such as tax credits and grants, which can help reduce the overall tax burden on the business.

8. The document concludes with a call to action, encouraging business owners to take the time to understand their financial obligations and seek professional advice if needed to ensure they are meeting all their legal and financial responsibilities.

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THE UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

TO : DIRECTOR, FBI (100-441111)
FROM : SAC, NEW YORK (100-100000)
SUBJECT: [REDACTED]

RE: [REDACTED]

DATE: [REDACTED]

CLASSIFICATION: [REDACTED]

100-441111-100000

TO : DIRECTOR, FBI (100-441111)
FROM : SAC, NEW YORK (100-100000)
SUBJECT: [REDACTED]

RE: [REDACTED]

DATE: [REDACTED]

CLASSIFICATION: [REDACTED]

100-441111-100000

TO : DIRECTOR, FBI (100-441111)
FROM : SAC, NEW YORK (100-100000)
SUBJECT: [REDACTED]

RE: [REDACTED]

DATE: [REDACTED]

CLASSIFICATION: [REDACTED]

100-441111-100000

THE UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

TO : DIRECTOR, FBI (100-441111)
FROM : SAC, NEW YORK (100-100000)
SUBJECT: [REDACTED]

RE: [REDACTED]

DATE: [REDACTED]

CLASSIFICATION: [REDACTED]

100-441111-100000

TO : DIRECTOR, FBI (100-441111)
FROM : SAC, NEW YORK (100-100000)
SUBJECT: [REDACTED]

RE: [REDACTED]

DATE: [REDACTED]

CLASSIFICATION: [REDACTED]

100-441111-100000

TO : DIRECTOR, FBI (100-441111)
FROM : SAC, NEW YORK (100-100000)
SUBJECT: [REDACTED]

RE: [REDACTED]

DATE: [REDACTED]

CLASSIFICATION: [REDACTED]

100-441111-100000

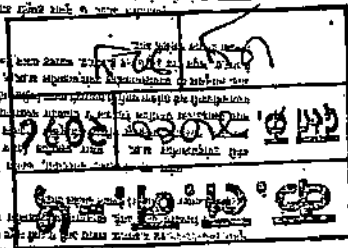
TO : DIRECTOR, FBI (100-441111)
FROM : SAC, NEW YORK (100-100000)
SUBJECT: [REDACTED]

RE: [REDACTED]

DATE: [REDACTED]

CLASSIFICATION: [REDACTED]

100-441111-100000



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No.	Name of Company	Capital	Reserves	Total
1	Malayan Banking Corporation Ltd.	100,000,000	100,000,000	200,000,000
2	Malayan Finance Corporation Ltd.	100,000,000	100,000,000	200,000,000
3	Malayan Assurance Corporation Ltd.	100,000,000	100,000,000	200,000,000
4	Malayan Shipping Corporation Ltd.	100,000,000	100,000,000	200,000,000
5	Malayan Investment Corporation Ltd.	100,000,000	100,000,000	200,000,000
6	Malayan Development Corporation Ltd.	100,000,000	100,000,000	200,000,000
7	Malayan Industrial Corporation Ltd.	100,000,000	100,000,000	200,000,000
8	Malayan Commercial Corporation Ltd.	100,000,000	100,000,000	200,000,000
9	Malayan Transport Corporation Ltd.	100,000,000	100,000,000	200,000,000
10	Malayan Real Estate Corporation Ltd.	100,000,000	100,000,000	200,000,000

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1. The first part of the document is a list of names and addresses, including 'Mr. J. B. Smith, 123 Main St., New York, N.Y.' and 'Mrs. A. M. Jones, 456 Elm St., Chicago, Ill.'.

2. The second part of the document is a list of names and addresses, including 'Mr. C. D. Brown, 789 Oak St., Boston, Mass.' and 'Mr. E. F. Green, 101 Pine St., Philadelphia, Pa.'.

3. The third part of the document is a list of names and addresses, including 'Mr. G. H. White, 234 Cedar St., San Francisco, Calif.' and 'Mr. I. J. Black, 567 Birch St., Los Angeles, Calif.'.

4. The fourth part of the document is a list of names and addresses, including 'Mr. K. L. Gray, 890 Spruce St., Portland, Ore.' and 'Mr. M. N. Blue, 123 Willow St., Seattle, Wash.'.

5. The fifth part of the document is a list of names and addresses, including 'Mr. O. P. Red, 456 Ash St., Denver, Colo.' and 'Mr. Q. R. Yellow, 789 Hickory St., Salt Lake City, Utah.'.

6. The sixth part of the document is a list of names and addresses, including 'Mr. S. T. Purple, 101 Walnut St., Minneapolis, Minn.' and 'Mr. U. V. Green, 234 Chestnut St., St. Paul, Minn.'.

7. The seventh part of the document is a list of names and addresses, including 'Mr. W. X. Blue, 567 Elm St., Chicago, Ill.' and 'Mr. Y. Z. Red, 890 Oak St., Boston, Mass.'.

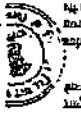
8. The eighth part of the document is a list of names and addresses, including 'Mr. A. B. Green, 123 Pine St., Philadelphia, Pa.' and 'Mr. C. D. Brown, 456 Elm St., Chicago, Ill.'.

9. The ninth part of the document is a list of names and addresses, including 'Mr. E. F. Green, 101 Pine St., Philadelphia, Pa.' and 'Mr. G. H. White, 234 Cedar St., San Francisco, Calif.'.

10. The tenth part of the document is a list of names and addresses, including 'Mr. I. J. Black, 567 Birch St., Los Angeles, Calif.' and 'Mr. K. L. Gray, 890 Spruce St., Portland, Ore.'.

11. The eleventh part of the document is a list of names and addresses, including 'Mr. M. N. Blue, 123 Willow St., Seattle, Wash.' and 'Mr. O. P. Red, 456 Ash St., Denver, Colo.'.

12. The twelfth part of the document is a list of names and addresses, including 'Mr. Q. R. Yellow, 789 Hickory St., Salt Lake City, Utah.' and 'Mr. S. T. Purple, 101 Walnut St., Minneapolis, Minn.'.



13. The thirteenth part of the document is a list of names and addresses, including 'Mr. T. U. Green, 123 Willow St., Seattle, Wash.' and 'Mr. V. W. Blue, 456 Elm St., Chicago, Ill.'.

14. The fourteenth part of the document is a list of names and addresses, including 'Mr. X. Y. Red, 789 Oak St., Boston, Mass.' and 'Mr. Z. A. Blue, 101 Pine St., Philadelphia, Pa.'.

15. The fifteenth part of the document is a list of names and addresses, including 'Mr. B. C. Green, 234 Cedar St., San Francisco, Calif.' and 'Mr. D. E. Brown, 567 Birch St., Los Angeles, Calif.'.

16. The sixteenth part of the document is a list of names and addresses, including 'Mr. F. G. White, 890 Spruce St., Portland, Ore.' and 'Mr. H. I. Black, 123 Willow St., Seattle, Wash.'.

17. The seventeenth part of the document is a list of names and addresses, including 'Mr. J. K. Gray, 456 Ash St., Denver, Colo.' and 'Mr. L. M. Yellow, 789 Hickory St., Salt Lake City, Utah.'.

18. The eighteenth part of the document is a list of names and addresses, including 'Mr. N. O. Purple, 101 Walnut St., Minneapolis, Minn.' and 'Mr. P. Q. Green, 234 Chestnut St., St. Paul, Minn.'.

19. The nineteenth part of the document is a list of names and addresses, including 'Mr. R. S. Blue, 567 Elm St., Chicago, Ill.' and 'Mr. T. U. Red, 890 Oak St., Boston, Mass.'.

20. The twentieth part of the document is a list of names and addresses, including 'Mr. V. W. Green, 123 Pine St., Philadelphia, Pa.' and 'Mr. X. Y. Brown, 456 Elm St., Chicago, Ill.'.

21. The twenty-first part of the document is a list of names and addresses, including 'Mr. Z. A. Blue, 101 Pine St., Philadelphia, Pa.' and 'Mr. B. C. White, 234 Cedar St., San Francisco, Calif.'.

22. The twenty-second part of the document is a list of names and addresses, including 'Mr. D. E. Black, 567 Birch St., Los Angeles, Calif.' and 'Mr. F. G. Gray, 890 Spruce St., Portland, Ore.'.

23. The twenty-third part of the document is a list of names and addresses, including 'Mr. H. I. Yellow, 123 Willow St., Seattle, Wash.' and 'Mr. J. K. Purple, 456 Ash St., Denver, Colo.'.

24. The twenty-fourth part of the document is a list of names and addresses, including 'Mr. L. M. Green, 789 Hickory St., Salt Lake City, Utah.' and 'Mr. N. O. Blue, 101 Walnut St., Minneapolis, Minn.'.

Table with 2 columns and 3 rows. The top row contains the number '10'. The middle row contains the number '7600'. The bottom row contains the number '6-15-12'.

8

Table with multiple columns and rows, likely a ledger or data table. The table contains various entries and is partially filled with data.

Below the table, there are several lines of text, possibly instructions or a signature block, including a date and a name.

Official stamp of the District Registrar, Thane, Maharashtra. The stamp is circular and contains the text "DIST. THANE" and "REGISTRAR SUB-REGISTRAR". Below the stamp, there is a large, faint, illegible stamp or signature.

Text located below the official stamp, possibly a signature or a date, which is mostly illegible due to fading.

Table with multiple columns and rows, similar to the first table. It appears to be a ledger or data table with some handwritten entries.

Text located below the second table, including a date and a name, similar to the first table.

Official stamp of the District Registrar, Thane, Maharashtra. The stamp is circular and contains the text "DIST. THANE" and "REGISTRAR SUB-REGISTRAR". Below the stamp, there is a large, bold, handwritten signature or stamp.

Text located below the second official stamp, including a date and a name, which is mostly illegible.

Handwritten number "15" at the bottom of the page.



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52

Table with multiple columns and rows, likely a ledger or data table. The columns contain various alphanumeric codes and symbols.

Small text block below the table, possibly a header or footer, containing some illegible characters.

Form with a large circular stamp at the top center. The stamp contains the text "SUB-REGISTRAR KALYAN-5" and "DIST. THANE". Below the stamp is a grid of fields with some handwritten entries.

Text block below the form, containing some illegible characters and possibly a signature or date.

Table with multiple columns and rows, similar to the first table. It contains various alphanumeric codes and symbols.

Small text block below the table, similar to the first table, containing illegible characters.

Form with a large rectangular stamp in the center. The stamp contains the numbers "526" and "62" and some illegible text. Below the stamp is a grid of fields with some handwritten entries.

Text block below the form, containing some illegible characters and possibly a signature or date.

Handwritten number "98" at the bottom center of the page.



Table with multiple columns and rows, containing handwritten entries and some printed text. The table appears to be a ledger or record book.

Sl. No.	Name	Address	Age	Religion	Marital Status	Occupation	Signature	Date
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Handwritten number: 2602

Form with a large circular seal on the left and a table on the right. The seal is similar to the one above. The table contains several rows of data, possibly related to the registration process.

Sl. No.	Name	Address	Age	Religion	Marital Status	Occupation	Signature	Date
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Handwritten number: 26



2602	2092
2602	2092
2602	2092

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14/03/2017
 Date of Incorporation / Formation
 EISA TRADING PRIVATE LIMITED
 Permanent Account Number Card
 AAEC6565J
 INCOME TAX DEPARTMENT
 GOVT OF INDIA
 20/07/2017

98

क.स.न.-५	
दस्तावे. ४०६०	२०१८
६६	१२५



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.



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, Fort, Mumbai
Mumbai City, Maharashtra, India, 400001



104

SENDER'S RECEIPT
By the undersigned
KALYAN SUB-REGISTRAR & ASSISTANT PRIVATE
LABORER

Through By Director
and, PURNIMA PANKAJ
In the presence of
[Signature]

RECEIVED AND BELIEVED
By the undersigned
KADMA HEALTHY CONNECTION AND
KADMA HEALTHY PRIVATE LIMITED
Through By Director

क. ल. रं. ५९

दस्तावेज क्र. ७०००२०१८

१०२/१९२५

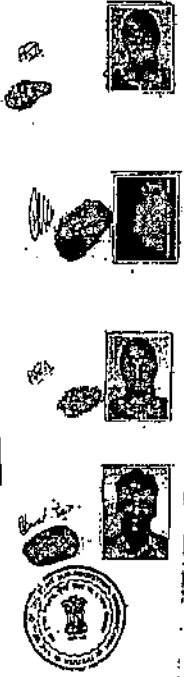
२०१८

RECEIVED AND BELIEVED
By the undersigned
KADMA HEALTHY CONNECTION AND
KADMA HEALTHY PRIVATE LIMITED
Through By Director
and, PURNIMA PANKAJ
In the presence of
[Signature]

संख्या - २५

२०१८

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Attested Signature and Photograph of the Director/Authorized Person

No.	Name	Signature	Photograph
1	Mr. Director/Asst	<i>[Signature]</i>	
2	Mr. Member/Asst	<i>[Signature]</i>	



संख्या - २५

२०१८

SHRENIWAS COTTON MILLS LTD.
Lodha Road, K. K. Road, Thane, Maharashtra, India

WE HEREBY STATE THAT THIS COPY OF THE AGREEMENT ACCORDING TO THE REGULATORY PROVISIONS OF SECTION 10(1) OF THE CONTRACTS ACT, 1952 AND SECTION 10(1) OF THE CONTRACTS ACT, 1952 IS VALID AND ENFORCEABLE.

WE HEREBY STATE THAT THE AGREEMENT IS VALID AND ENFORCEABLE IN ALL RESPECTS AND IS NOT SUBJECT TO ANY OTHER AGREEMENT OR UNDERSTANDING.

WE HEREBY STATE THAT THE AGREEMENT IS VALID AND ENFORCEABLE IN ALL RESPECTS AND IS NOT SUBJECT TO ANY OTHER AGREEMENT OR UNDERSTANDING.

WE HEREBY STATE THAT THE AGREEMENT IS VALID AND ENFORCEABLE IN ALL RESPECTS AND IS NOT SUBJECT TO ANY OTHER AGREEMENT OR UNDERSTANDING.

Witness of This Deed
For Shreniwas Cotton Mills Ltd.
[Signature]
General Manager
Company Secretary
21110
07 June 2017



संख्या - २५

२०१८



105

क.स.न. - ५
दा.क्र. २०९० २०१८
१०३ १२५

LODHA DEVELOPERS PRIVATE LTD.

For and on behalf of the Board of Directors of the Registrant Company, the undersigned hereby certifies that the copy of the Memorandum of Association and Articles of Association of the Registrant Company is true and correct and that the same are in conformity with the provisions of the Companies Act, 1956.

For and on behalf of the Board of Directors of the Registrant Company, the undersigned hereby certifies that the copy of the Memorandum of Association and Articles of Association of the Registrant Company is true and correct and that the same are in conformity with the provisions of the Companies Act, 1956.

For and on behalf of the Board of Directors of the Registrant Company, the undersigned hereby certifies that the copy of the Memorandum of Association and Articles of Association of the Registrant Company is true and correct and that the same are in conformity with the provisions of the Companies Act, 1956.



दा.क्र. २०९० २०१८

LODHA IMPRESSION REAL ESTATE PVT. LTD.

For and on behalf of the Board of Directors of the Registrant Company, the undersigned hereby certifies that the copy of the Memorandum of Association and Articles of Association of the Registrant Company is true and correct and that the same are in conformity with the provisions of the Companies Act, 1956.

For and on behalf of the Board of Directors of the Registrant Company, the undersigned hereby certifies that the copy of the Memorandum of Association and Articles of Association of the Registrant Company is true and correct and that the same are in conformity with the provisions of the Companies Act, 1956.

For and on behalf of the Board of Directors of the Registrant Company, the undersigned hereby certifies that the copy of the Memorandum of Association and Articles of Association of the Registrant Company is true and correct and that the same are in conformity with the provisions of the Companies Act, 1956.



दा.क्र. २०९० २०१८

ATTNACH HI TECH BUILDERS PVT. LTD.

For and on behalf of the Board of Directors of the Registrant Company, the undersigned hereby certifies that the copy of the Memorandum of Association and Articles of Association of the Registrant Company is true and correct and that the same are in conformity with the provisions of the Companies Act, 1956.

For and on behalf of the Board of Directors of the Registrant Company, the undersigned hereby certifies that the copy of the Memorandum of Association and Articles of Association of the Registrant Company is true and correct and that the same are in conformity with the provisions of the Companies Act, 1956.

For and on behalf of the Board of Directors of the Registrant Company, the undersigned hereby certifies that the copy of the Memorandum of Association and Articles of Association of the Registrant Company is true and correct and that the same are in conformity with the provisions of the Companies Act, 1956.



दा.क्र. २०९० २०१८

BELLISING CROWN BUILDERS PVT. LTD.

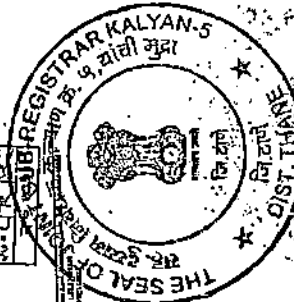
For and on behalf of the Board of Directors of the Registrant Company, the undersigned hereby certifies that the copy of the Memorandum of Association and Articles of Association of the Registrant Company is true and correct and that the same are in conformity with the provisions of the Companies Act, 1956.

For and on behalf of the Board of Directors of the Registrant Company, the undersigned hereby certifies that the copy of the Memorandum of Association and Articles of Association of the Registrant Company is true and correct and that the same are in conformity with the provisions of the Companies Act, 1956.

For and on behalf of the Board of Directors of the Registrant Company, the undersigned hereby certifies that the copy of the Memorandum of Association and Articles of Association of the Registrant Company is true and correct and that the same are in conformity with the provisions of the Companies Act, 1956.



दा.क्र. २०९० २०१८



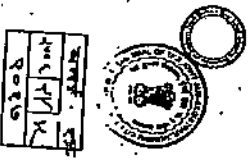
107

१७७	१२५
२०९८	१०५
१९७९	१०५

SHREE KALANITHI ENTERPRISES CONSTRUCTION AND DEVELOPMENT PRIVATE LIMITED

SHREE KALANITHI ENTERPRISES CONSTRUCTION AND DEVELOPMENT PRIVATE LIMITED
 107
 2098
 1979

SHREE KALANITHI ENTERPRISES CONSTRUCTION AND DEVELOPMENT PRIVATE LIMITED
 107
 2098
 1979

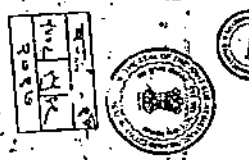


SHREE KALANITHI ENTERPRISES CONSTRUCTION AND DEVELOPMENT PRIVATE LIMITED
 107
 2098
 1979

BALUSHINGO PROJECTS DEVELOPMENT PVT. LTD.

BALUSHINGO PROJECTS DEVELOPMENT PVT. LTD.
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BALUSHINGO PROJECTS DEVELOPMENT PVT. LTD.
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 1979

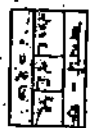


BALUSHINGO PROJECTS DEVELOPMENT PVT. LTD.
 107
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JAYDEVI REAL ESTATE PVT. LTD.

JAYDEVI REAL ESTATE PVT. LTD.
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JAYDEVI REAL ESTATE PVT. LTD.
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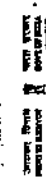
KARVAYADA BUILDING & PLANNING PRIVATE LIMITED

KARVAYADA BUILDING & PLANNING PRIVATE LIMITED
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 1979

KARVAYADA BUILDING & PLANNING PRIVATE LIMITED
 107
 2098
 1979



110



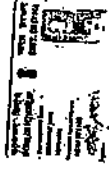
क.स.नं.-५	
दस्तावेज क्र. २०९८	२०९८
१०८	१२५



दिनांक - २०	२०१८
१०८	१२५



१०८	१२५
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दिनांक - २०	२०१८
१०८	१२५



दिनांक - २०	२०१८
१०८	१२५



क.स.न.न. - ५
दस्तावेज नं. २०१८
१०८ १२५

111/

25
2018



2/10/18
2018

25
2018



2/10/18
2018

Joint Sub-Registrar
Kalyan-5, Thane District

25
2018

2/10/18
2018

2/10/18
2018



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2018

2/10/18
2018

115

Section 4, 1956 (with further amendments, insertions and deletions) (1) The Memorandum of Association (MOA) (hereinafter referred to as the "Memorandum") and the Articles of Association (AOA) (hereinafter referred to as the "Articles") of the Company shall be deemed to have been approved and adopted by the members of the Company at the time of their subscription of the shares of the Company and shall be deemed to be the Memorandum and Articles of Association of the Company as if they had been so approved and adopted by the members of the Company at a meeting of the members of the Company held for the purpose of the registration of the Company under the Companies Act, 1956.

क. ल. न. - ५

दस्तावेज क्र. **४५६७८२०१८**

११३ / **११.५.१९५६**

१९५६

१९५६

Signature

members of Board of Directors of the said Company, and the said Company hereby binds its body and capital all and sundry to the said Memorandum and the said Articles of Association of the said Company.

IN WITNESS WHEREOF the said Company has caused to be signed and subscribed this Memorandum and the said Articles of Association on this 11th day of May 1956.

NAME AND DESIGNATION OF THE SIGNATURE

NAME AND DESIGNATION OF THE SIGNATURE

NAME AND DESIGNATION OF THE SIGNATURE



Signature

Signature

Signature



and these Agreements, Laws, Statutes, Decrees or Ordinances or Constitutions or Regulations, relating to the incorporation of the said Company and the memorandum and articles of association of the said Company.

- In the event of any dispute between the members of the Company in relation to the interpretation of the Memorandum and the Articles of Association, the said members shall refer the same to the arbitration of the Court of Arbitration constituted by the members of the Company.
- In the event of any dispute between the members of the Company in relation to the interpretation of the Memorandum and the Articles of Association, the said members shall refer the same to the arbitration of the Court of Arbitration constituted by the members of the Company.
- In the event of any dispute between the members of the Company in relation to the interpretation of the Memorandum and the Articles of Association, the said members shall refer the same to the arbitration of the Court of Arbitration constituted by the members of the Company.



IN WITNESS WHEREOF the said Company has caused to be signed and subscribed this Memorandum and the said Articles of Association on this 11th day of May 1956.

Signature

GOVERNMENT OF INDIA
MINISTRY OF CORPORATE AFFAIRS
Central Registration Centre
Certificate of Incorporation

Whereas the Memorandum of Association and the Articles of Association of the said Company have been approved and adopted by the members of the said Company at a meeting of the members of the said Company held for the purpose of the registration of the Company under the Companies Act, 1956.

The said Company is incorporated in accordance with the provisions of the Companies Act, 1956.



IN WITNESS WHEREOF the said Company has caused to be signed and subscribed this Memorandum and the said Articles of Association on this 11th day of May 1956.

१९५६

१९५६

211

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क.ल.न.स.	2602
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आयुष्य	201
आयुष्य	201
आयुष्य	201

REGISTRATION OF COMPANIES ACT, 1956

REGISTRATION OF CHARGES

CHARGE NO. 2602

REGISTRATION NO. 59

REGISTRATION DATE: 26/02/2011

REGISTRATION TIME: 11:00 AM

REGISTRATION FEE: 1000

REGISTRATION CHARGE: 1000

REGISTRATION TOTAL: 2000

REGISTRATION STATUS: REGISTERED

REGISTRATION OFFICER: [Signature]

REGISTRATION OFFICE: THANE



REGISTRATION OF COMPANIES ACT, 1956

REGISTRATION OF CHARGES

CHARGE NO. 2602

REGISTRATION NO. 59

REGISTRATION DATE: 26/02/2011

REGISTRATION TIME: 11:00 AM

REGISTRATION FEE: 1000

REGISTRATION CHARGE: 1000

REGISTRATION TOTAL: 2000

REGISTRATION STATUS: REGISTERED

REGISTRATION OFFICER: [Signature]

REGISTRATION OFFICE: THANE

REGISTRATION OF COMPANIES ACT, 1956

REGISTRATION OF CHARGES

CHARGE NO. 2602

REGISTRATION NO. 59

REGISTRATION DATE: 26/02/2011

REGISTRATION TIME: 11:00 AM

REGISTRATION FEE: 1000

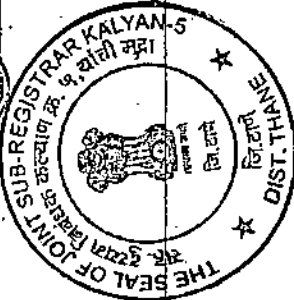
REGISTRATION CHARGE: 1000

REGISTRATION TOTAL: 2000

REGISTRATION STATUS: REGISTERED


REGISTRATION OFFICER: [Signature]


REGISTRATION OFFICE: THANE



118

क.ल.न.-५	
दस्तावेज क्र. १०६०	२०९८
११६	१२५

Form No. 1 (General)	
Particulars	Value
...	...
	

Form No. 2 (Particulars)	
Particulars	Value
...	...
	

धरमजी ५
११६ १२५

WE HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT STATEMENT OF THE PARTICULARS OF THE COMPANY AS AT THE DATE SPECIFIED IN THE ABOVE FORM AND THAT THE SAME HAVE BEEN VERIFIED BY THE DIRECTORS AND MANAGING AGENTS OF THE COMPANY AND BY THE AUDITORS OF THE COMPANY AND BY THE REGISTRAR OF COMPANIES, THANE.

WITNESSETH

1. The said Company was formed by virtue of the registration of the Memorandum of Association and the Articles of Association of the said Company in the Registrar of Companies, Thane, on the 11th day of March 1954.

2. The said Company is a company limited by shares and is a public company within the meaning of the Companies Act, 1956.

By the said Special Power of Attorney, dated 11.03.1954, the said Company has authorized the undersigned to act as its agent and to execute all such documents as may be required for the purpose of the registration of the said Company in the Registrar of Companies, Thane.

3. The said Company is a company limited by shares and is a public company within the meaning of the Companies Act, 1956.

4. The said Company is a company limited by shares and is a public company within the meaning of the Companies Act, 1956.

5. The said Company is a company limited by shares and is a public company within the meaning of the Companies Act, 1956.

6. The said Company is a company limited by shares and is a public company within the meaning of the Companies Act, 1956.



7. The said Company is a company limited by shares and is a public company within the meaning of the Companies Act, 1956.

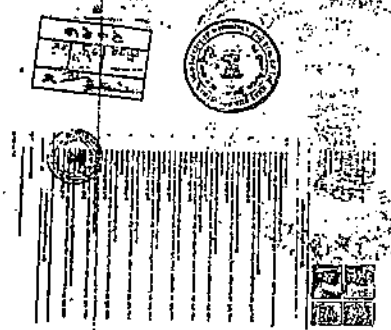
8. The said Company is a company limited by shares and is a public company within the meaning of the Companies Act, 1956.



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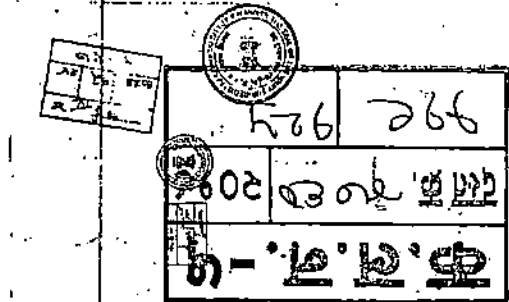
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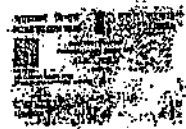
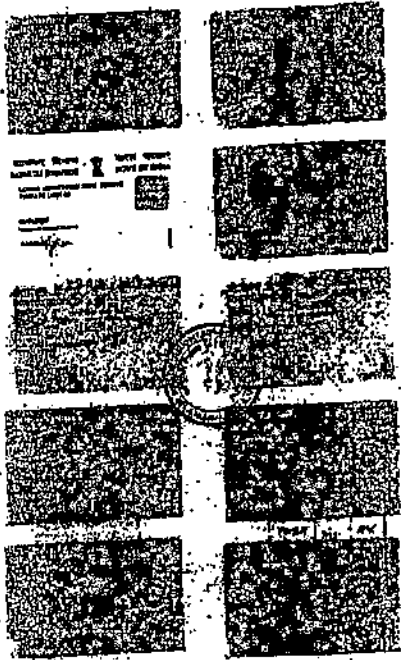
Vertical text in the middle-left section, possibly a list or index.



Vertical text in the middle-right section, possibly a list or index.



127



म.न. - ५	
१०६०	२०१८
१२०	१२५

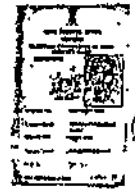
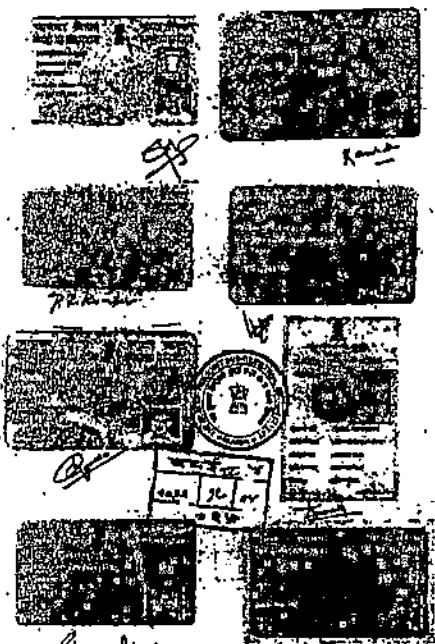


महाराष्ट्र शासन
 न्याय विभाग
 मुंबई

महाराष्ट्र शासन
 न्याय विभाग
 मुंबई



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0120
10/10/2010
10/10/2010

Joint Sub-Registrar, Kalyan-S. District Thane
Form No. 1
Date: 10/10/2010
10/10/2010

10/10/2010

0120
10/10/2010
10/10/2010



Joint Sub-Registrar, Kalyan-S. District Thane
Form No. 1
Date: 10/10/2010
10/10/2010

10/10/2010

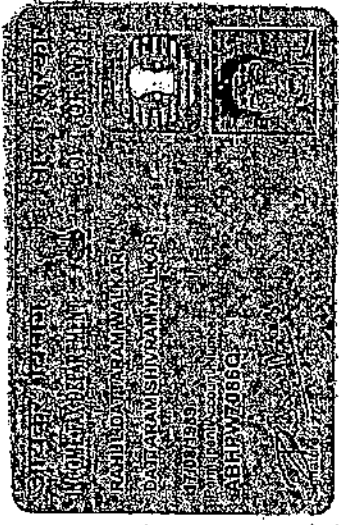
Joint Sub-Registrar, Kalyan-S. District Thane
Form No. 1
Date: 10/10/2010
10/10/2010

10/10/2010

103



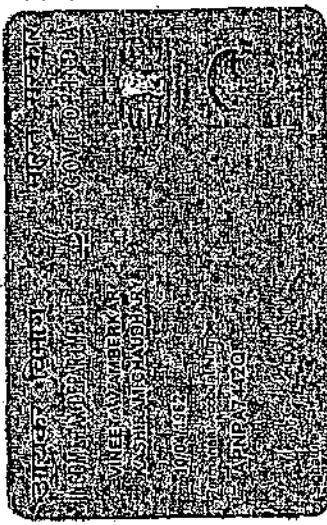
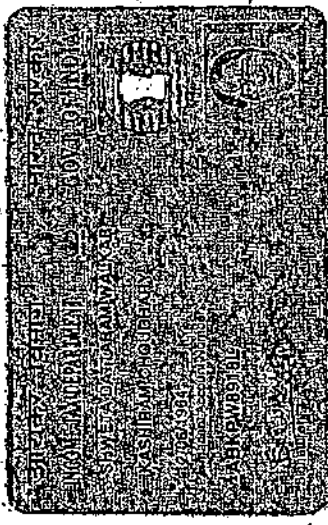
124



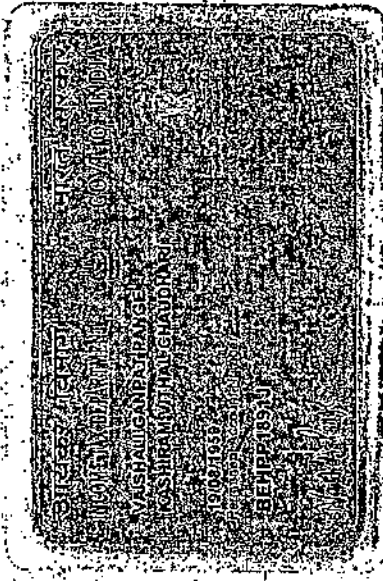
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क.ज.न. - ७	१६०४
ग्रा.सं. ४०६०	२०१८
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क.ल.न.-५	
दस्तक. ४०६०	२०१६
१२८	१२५

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126

507/4760
 दिनांक: 05 मई 2018 12:05 म.प.
 रकम: 9281924
 रकम क्रमांक: 4760/2018

रकम माता: कमाई 14760/2018

वापस भुक्त: ₹. 14,49,403/-
 भुक्त: ₹. 38,56,924/-

मूल्य प्रतिक्रिया: ₹. 1,35,000/-

रु. नि. सं. रू. नि. कमाई बाबत कायदापत्र
 म. सं. 4760 वर दि. 05-05-2018

दिनांक 11:52 म.प. वा. हार केला

नॉटरी फी ₹. 30000.00

रकम प्रोवादाची फी

₹. 2500.00

प्रतिलिपि मूल्य: 125

एकूण: 32500.00

रकम हार करणे-याची मूर्ति:

Murkar

Joint Sub Registrar, Kalyan-5
 दिनांक: 05-05-2018

रकम प्रोवादाची मूर्ति
 दिनांक: 05-05-2018



दिनांक: 105/05/2018 11:52:53 AM ची वेळ: (घडीकर)
 दिनांक: 205/05/2018 11:53:26 AM ची वेळ: (फी)

प्रतिज्ञा

मदर दस्तऐवज नॉटरी कार्या १९०८ नियम ११११ अंतर्गत वसुलीकरण
 नॉटरी वारंट केला आहे. दस्तऐवज बाबत नॉटरी, निवादाक अर्जाची
 नॉटरी व वॉचमन कार्याद्वारे दस्तऐवज सत्यता, वेला
 साक्षीदार व वॉचमन कार्याद्वारे दस्तऐवज सत्यता, वेला
 कायदेशीर बाबीसाठी खोली निवादाक अर्जाची सुविधा व वाचमन आणि
 नॉटरी वर दस्तऐवज दस्तऐवज / कॅम्पेस / कॅम्पेस वॉचमन कार्याद्वारे
 कायदा / निवादाक अर्जाची सुविधा व वॉचमन आहे.

Murkar
 दिनांक: 05-05-2018

DIST.

128

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 brmcoffice
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 : 27AAECE5655J12C

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 SPECIALIST DESK, at 022 67161111 or write to service.onboarding@lodhagroup.com.

Thank you for your patronage.

Best Regards,
PALAVA DWELLERS 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 29th 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.(B) (ii) 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, GST@12% (SGST:6%, CGST:6%) is applicable on 2/3rd of the consideration value of the units upto 60 sqm(carpet area) in an affordable housing project.

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

RESIDENCES | OFFICES | IT CAMPUS | INTEGRATED TOWNSHIPS

Corporate Office: Lodha Excelus, N M Joshi Marg, Mahalaxmi, Mumbai 400 011, India.

Lodha Developers 22-2852-4400, Plot 94-22-2300-0699, 09 info@lodha.com, 67161111, www.lodhagroup.com

Lodha Developers Ltd 181, Smt. Jyoti Bapu Road, SWY 41, Kurla, Mumbai 400 090, 022 67161111, www.lodhagroup.com

Regional Office: 218, Smt. Jyoti Bapu Road, Industrial Estate, Off. E. Moses Road, Worli, Mumbai 400 018.

www.lodhagroup.com

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

129
PNB-Borivali

Payment Receipt

Receipt No. 1700008275

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

Payment Milestone	Towards Consideration (₹)	ST/GST* (₹)	Interest (a) (₹)	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 Words) Rupees Two Lakhs Five Thousand Nine Hundred and Eighty Eight only						
*including CGST & SGST, as applicable				*GSTN No. - 27AAECE5655J1ZC		

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 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



anager/Manager
 Subject to Realisation of payment

130

1282518/RPT/T2300F0901M0

30-03-2018

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

Payment Receipt

Receipt No. 1700008275

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

Payment Milestone	Towards Consideration (₹)	ST/GST* (₹)	Interest (a) (₹)	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 Words) Rupees Two Lakhs Five Thousand Nine Hundred and Eighty Eight only						
*including CGST & SGST, as applicable				*GSTN No. - 27AAECE5655J1ZC		

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 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 to realisation of payment

181

1282518/RPT/T2300F0901M0/Z4597/P1

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

RECEIPT

Receipt No: 1400010613

Date: 30.03.2018

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

RECEIVED with thanks from:
Mr. Rahul Dattaram Walkar
Ms. Shweta Dattaram Walkar

the Sum Of Rupees Nine Thousand only

Particulars	Amount(Rs)
Booking Amount-1	9,000.00
Total:	9,000.00

By APPR 243690, Dt- 18.03.2018.

as per details in the margin hereof:

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



Partner/Manager

Subject to Realisation of cheque

132

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

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

Subject to Realisation of cheque



Partner/Manager

BB

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.

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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.

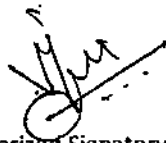
We undertake to form a Co-operative Society / Ultimate Organization under the Maharashtra Unit & Apartment Ownership Act of the premises/unit holders in the aforesaid building. We agree to inform and give proper notice to the Co-operative Society / Ultimate Organization as and when formed, about and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

125

Date: 07.05.2018.

To,
The Manager,
PNB Housing Finance Limited.

Dear Sir,

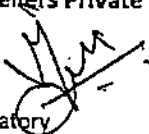
1. We thank you very much for disbursing the milestone payments in respect of your Customers (list enclosed herewith) who have booked flats with us in project **CODENAME EPIC** on payment of 5% of the Consideration as their own contribution.

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 Signatory



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COST SHEET	
Casa Aurelia Flat F-901 9TH FLOOR	
Rahul Dattaram Walkar / Shweta Dattaram Walkar	
Type of charges	
Typology	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

* Shall be payable at the time of possession; these are estimates and may be revised at the time of offer of possession

[^] Stamp duty and Registration charges are payable on ready reckoner value or Consideration value whichever is high

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

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

For Palava Dwellers Private Limited

Authorized Signatory



महाराष्ट्र MAHARASHTRA

2018

TG 804899

This is the part of
Loan Agreement.

प्रधान मुद्रांक कार्यालय, मुंबई.
प.म.वि.क्र. ८०००००७
15 MAY 2018
सक्षम अधिकारी

श्री. एस. एस. पिसाळ

Prakash

Prakash

जोड़पत्र-१/Annexure-1

केवल सिद्धता प्रतिज्ञापनासाठी वापरण्यात येणाऱ्या मुद्रांकावर उमर
फॉर्म (Only for Affidavit)

मुद्रांक विक्री नोंदवही अनु. क्र. १९९९/१९९९
9 MAY 2018

19 MAY 2018

(Stamp Purchaser's Name, Place of Residence & Signature)

श्री. राजन गणपत शिंदे परवासाधारक मुद्रांक विक्रेता

परवाना क्रमांक एल.एस.व्ही.-८०००००९
अन्नपूर्णास्थ घाट, रुम नं. ४, एस.व्ही रोड, नेशनल
डेगुरीच्या मागे, मास्ताळ (परिवार), मुंबई-४०० ०६४,
राज्याचे कार्यालय नगर/महापालिका क्षेत्र पतिकाय कार्यालयी नुसार
कार्यालयी आधेयकन आहे. (एकदा ३० दि. ५५/१९९९ नुसार)
या कारणासाठी ज्योती मुद्रांक छत्रती केला तर्हि कारणासाठी मुद्रांक खरेदी
प्रमाणसूत ६, महिन्यात वापरणे बंधनकारक आहे.

Tel.: 2880 7359 / Mob. 9820141066

PNB Housing Finance Ltd.

1st Floor, Kapur House,
Hanuman Road, Nr. Mahila Sangh School,
Vile Parle (East), Mumbai - 400 057.
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.

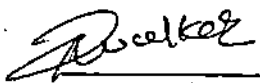
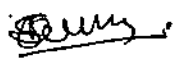
To be filled by Branch

Loan Account Number (Reference Number) - HOU/BRVL/0418/513939

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 I attached 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").

1. 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, MIG I and MIG 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 I 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 failure 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.

A
Prakash

C. Barm

- 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				
Place				
Loan Amount				
Loan Account Number				

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

Yours Sincerely

Serial No.	Name	Signatures
1	Rahul Walker	A. Walker
2	Shweta Walker	C. Walker

*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 Walker	Self		28	Unmarried	365724361387
2	Shweta Walker	Mother		53	Married	603011668633
3	Yogesh Walker	Brother		32	Unmarried	628161550718
4						
5						
6						
	Total Annual Household Income (In Lacs)					



भारत सरकार
GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA



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



पत्ता:

S/O दत्ताराम वालकर, रूम
नं ११ मदिना चाक बाझाद
रोड खीट नं २, गुंदवली
गावठाण निबर वी एम सी
ऑफिस, अंधेरी, मुंबई,
महाराष्ट्र - 400069

Address:

S/O Dattaram Walkar, Room No 11
Madina Chaw Azad Road Street No
2, Gundavali Gavthan Near B M C
Office, Andheri (East), Mumbai,
Maharashtra - 400069

6281 6155 0718

6281 6155 0718

आधार-सामान्य माणसाचा अधिकार

Aadhaar-Aam Admi ka Adhikar



भारत सरकार

Unique Identification Authority of India

Government of India

नोंदविषयाचा क्रमांक / Enrollment No 1216/00197/00373

To,
श्वेता दत्ताराम बालकर
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

22/10/2011

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



UE115369761IN



आपला आधार क्रमांक / Your Aadhaar No. :

6030 1166 8633

आधार — सामान्य माणसाचा अधिकार



भारत सरकार
GOVERNMENT OF INDIA



श्वेता दत्ताराम बालकर
Sweta Dattaram Walkar
जन्म वर्ष / Year of Birth : 1964
स्त्री / Female



6030 1166 8633

आधार — सामान्य माणसाचा अधिकार

Sweta



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
 (राहुल दत्ताराम वालकर)
 S/O Dattaram Walkar
 2/11 Madina Chawl
 Azad Road
 Near S.M.C. Office
 Gundavli Gaonthan
 ANDHERI EAST
 Mumbai
 Maharashtra - 400059

Date: 06/08/2011

Ref. No: 00019301-00051259-00052616



UB 02972997 0 IN

आपका आधार क्रमांक / Your Aadhaar No. :

3657 2436 1387

आधार — आम आदमी का अधिकार



भारत सरकार
GOVERNMENT OF INDIA



राहुल दत्ताराम वालकर
 Rahul Dattaram Walkar

जन्म वर्ष / Year of Birth : 1989
 पुरुष / Male

3657 2436 1387



आधार — आम आदमी का अधिकार

Rwalkar

23-APR-18

PNB - Borivli

1282518

2340



HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED

www.hdfc.com

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

Givish

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 - Borivli

1282518

2340



HOUSING DEVELOPMENT FINANCE CORPORATION LIMITED
www.hdfc.com

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

Givish

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Yours faithfully ,

Housing Development Finance Corporation Limited

Authorised Signatory